

AGENDA  
Regular Session of the City Council of the City of Saint Charles, Missouri  
Council Chambers – 4<sup>th</sup> Floor – City Hall – 200 North Second Street  
Tuesday, May 6, 2025  
7:00 p.m.

**All persons who desire to provide public comment  
Must complete a Speaker's Card in its entirety and present it to the City Clerk  
Prior to the 7:00 p.m. start of the City Council meeting to be eligible to speak**

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE  
Pledge of Allegiance led by City of Saint Charles Leader of Tomorrow Kaylin Toben - Academy of the Sacred Heart
- 2A. APRIL 8, 2025 ELECTION RESULTS
  1. Canvass of Election Returns of the General Municipal Election held on Tuesday, April 8, 2025, and Declaration of the Election Results (*RCA Attached*)
  2. Presentation of Plaque to Retiring Councilmember Bridget Ohmes and Retiring Councilmember Michael Flandermeyer
  3. Recess of Regular Meeting and Reconvene with Newly Elected Ward 7 Councilmember Brian Gould and Ward 10 Councilmember Steve Hollander
  4. Administration of Oaths of Office
3. PRESENTATIONS/AWARDS/PROCLAMATIONS  
A Proclamation Declaring May 4-10, 2025 as National Travel and Tourism Week in the City of Saint Charles, Missouri
4. PUBLIC COMMENTS - 3 Minute Limit Per Person  
The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes has elapsed. All persons who desire to provide Public Comment shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.
5. REPORT OF THE MAYOR
  - A. Appointments to Boards, Commissions, Committees
6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS
7. PUBLIC HEARING – 5 Minute Limit Per Person  
Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A

buzzer or notification will sound when five minutes has elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.

- A. An Ordinance Approving A Petition To Establish A Community Improvement District; Establishing The Southpointe Community Improvement District As A Political Subdivision Of The State Of Missouri; And Authorizing The City Of St. Charles, Missouri, To Enter Into Certain Agreements And Take Certain Other Actions In Connection Therewith. (**Ward 4**) (**Council Bill 13981**)
  - B. Case No. LL-2025-6 Approval of Liquor License Application for Joshua D. Hausgen d/b/a Scapegoats located at 3833 Elm Street. (**Ward 7**) (**RCA Attached**)
  - C. Case No. CU-2025-03 (Classic Car Studio LLC) An application for a Conditional Use Permit per §400.220(C)(1)(c) for Motor Vehicle Sales within the C-2 General Business District at 101 Arco Drive. The subject property is located in Ward 6. (**RCA Attached**)
  - D. Case No. CU-2025-04 (Susan Rhodes) An application for a Conditional Use Permit per §400.280(B)(2) for a philanthropic meeting facility use within the CRD-II/EHP Central Residential District Two within the Extended Historic Preservation District at 601 S 4<sup>th</sup> Street. The subject property is located in Ward 2. (**RCA Attached**)
  - E. Case No. CU-2025-05 (PM Design Group – Justin Coffman) An application for a Conditional Use Permit per §400.220(C)(1)(f) for Secondhand Sales (thrift store) within the C-2 General Business District located at 1690 Country Club Plaza Drive. The subject property is located in Ward 4. (**RCA Attached**)
  - F. Case No. TA-2025-03 (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, to remove/repeal the Residential Parking Permit District (RPPD) from the Zoning Code. (**Council Bill 13980**)
  - G. Case No. TA-2025-04 (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, specifically to allow for more than one (1) building per lot within Industrial Zoning Districts. (**Council Bill 13977**)
8. CONSENT AGENDA
- A. Approval of Council Minutes and Reports
    - 1. Closed Session Meeting (Regular Session) of April 1, 2025
    - 2. Regular City Council Meeting of April 15, 2025
    - 3. Work Session Meeting of April 15, 2025
    - 4. Street Committee Minutes of April 15, 2025
  - B. Receipt of Reports from Boards, Commissions and Committees
    - 1. Veterans Commission Meeting of November 18, 2024
    - 2. Veterans Commission Meeting of March 10, 2025
    - 3. Frenchtown Special Business District Meeting of March 13, 2025
    - 4. Planning and Zoning Commission Meeting of March 10, 2025
    - 5. Landmarks Board Meeting of February 24, 2025
    - 6. Housing Authority of the City of St. Charles Meeting of January 29, 2025
    - 7. Housing Authority of the City of St. Charles Meeting of February 26, 2025

8. The Greater Saint Charles Convention & Visitors Commission Meeting of January 23, 2025
  9. The Greater Saint Charles Convention & Visitors Commission Meeting of February 27, 2025
- C. Receipt of Director of Administration Reports
1. FITS Report – March 2025
- D. Approval of Contracts and Easements
1. Contract with Gulf States Distributors, Inc. to Purchase Ammunition for the St. Charles Police Department in an Amount not to Exceed \$118,705.00
  2. Contract with Visu-Sewer of Missouri, LLC for Riverside Sanitary Trunkmain Improvements in an Amount not to Exceed \$1,797,961.00
  3. Contract with Sweetens Concrete Services to Rehabilitate Muegge Road in an Amount not to Exceed \$1,653,571.57
- E. Preliminary Plats
- F. Miscellaneous
1. Verification of City Clerk Relative to Receipt of the Petition to the City of Saint Charles to Establish the Southpointe Community Improvement District
  2. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Zumbahl Road Community Improvement District
  3. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the West Clay Extension
  4. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors for the Fountain Lakes Commerce North Community Improvement District
  5. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors for the Riverpointe Phase 3 Community Improvement District
  6. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors for the Riverpointe Community Improvement District
9. ITEMS REMOVED FROM THE CONSENT AGENDA
10. RESOLUTIONS
- A. A RESOLUTION OF SUPPORT FOR SUBMISSION OF AN APPLICATION FOR THE CITY OF ST. CHARLES TO BECOME A MISSOURI BLUE SHIELD COMMUNITY (*SPONSORS: MARK HOLLANDER, JUSTIN FOUST, MICHAEL GALBA, MARY WEST AND DENISE MITCHELL*)
11. BILLS FOR FINAL PASSAGE
- BILL 13964**
- AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 1718 NORTH SECOND STREET FOR \$500,000.00 AND CLOSING COSTS NOT TO EXCEED \$3,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$503,000.00, AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE (*SPONSOR: BILL OTTO*)

**BILL 13972**

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, ON BEHALF OF ITS FIRE DEPARTMENT, AND ST. CHARLES COUNTY, ON BEHALF OF ITS POLICE DEPARTMENT, TO PROVIDE TACTICAL EMERGENCY MEDICAL SUPPORT FOR THE ST. CHARLES COUNTY REGIONAL SWAT TEAM (*SPONSORS: DENISE MITCHELL, MARK HOLLANDER, MARY WEST, JUSTIN FOUST, VINCE RATCHFORD, BILL OTTO AND BART HABERSTROH*)

**BILL 13973**

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #5) (*SPONSOR: BART HABERSTROH*)

**BILL 13974**

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR NON-FEDERAL AGENCIES BETWEEN THE CITY OF ST. CHARLES POLICE DEPARTMENT AND THE UNITED STATES MARSHALS SERVICE (*SPONSORS: DENISE MITCHELL, MARY WEST, MARK HOLLANDER, JUSTIN FOUST, VINCE RATCHFORD, BILL OTTO AND BART HABERSTROH*)

**BILL 13975**

AN ORDINANCE AMENDING SECTION 700.150, SECTION 705.160 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO DELETE REFERENCES TO THE PUBLIC WORKS ADVISORY BOARD AS THE RECOMMENDING BOARD FOR THE SETTING OF WATER AND SEWER SERVICE RATES, DEPOSITS AND FEES (*SPONSOR: MICHAEL GALBA*)

12. BILLS FOR INTRODUCTION

**BILL 13976**

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #6) (*SPONSOR: BART HABERSTROH*)

**BILL 13977**

AN ORDINANCE AMENDING CHAPTER 400 OF THE ZONING CODE OF THE CODE OF ORDINANCES, SPECIFICALLY SECTIONS 400.110, 400.240 AND 400.250 FOR THE MAXIMUM NUMBER OF BUILDINGS ON AN INDUSTRIAL LOT (*SPONSOR: MICHAEL GALBA*)

**BILL 13978**

AN ORDINANCE AMENDING CHAPTER 120 OF THE CODE OF ORDINANCES TO REFLECT THE INNOVATION AND TECHNOLOGY DEPARTMENT AND SPECIAL EVENTS AND COMMUNICATIONS DEPARTMENT BY AMENDING

ARTICLE XII AND SECTION 120.250, AND ENACTING A NEW ARTICLE XIV AND SECTION 120.290 (*SPONSOR: MICHAEL GALBA*)

**BILL 13979**

AN ORDINANCE AMENDING SECTION 600.170 OF THE CODE OF ORDINANCES TO UPDATE THE TEN (10) DAY PERIOD LANGUAGE FOLLOWING THE SUBMISSION OF A LIQUOR LICENSE RENEWAL APPLICATION AND ITS APPROVAL (*SPONSOR: MICHAEL GALBA*)

**BILL 13980**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY REPEALING SECTION 400.310 OF THE ZONING CODE PERTAINING TO RESIDENTIAL PERMIT PARKING DISTRICTS, AMENDING CHAPTER 350 OF THE TRAFFIC CODE TO ENACT A NEW ARTICLE AND SECTION 350.430 ESTABLISHING RESIDENTIAL PERMIT PARKING ZONES, AND OTHER RELATED CODE AMENDMENTS (*SPONSORS: MICHAEL GALBA AND BART HABERSTROH*)

**BILL 13981**

AN ORDINANCE APPROVING A PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; AND AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (*SPONSOR: MARY WEST*)

**BILL 13982**

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (SOUTHPOINTE DEVELOPMENT PROJECT), SERIES 2025, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (*SPONSOR: MARY WEST*)

**BILL 13983**

AN ORDINANCE AMENDING SECTION 620.020 RELATED TO THE LICENSE TAX – TOURISM TO CLARIFY THAT GASOLINE WILL NOT BE SUBJECT TO THE TAX (*SPONSOR: MICHAEL GALBA*)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

A. Legal actions, causes of action, or litigation (RSMo 610.021(1))

B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021(2))

- C. Hiring, firing, disciplining or promotion of particular employees by a public governmental body when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021(3))
- D. Preparation, including any discussions or work product, on behalf of the Council or its representatives for negotiations with employee groups (RSMo 610.021(9))
- E. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected (RSMo 610.021(12))

17. ADJOURNMENT

*The City of St. Charles offers all interested citizens the opportunity to attend public meetings and comment on public matters. 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: Thursday, May 1, 2025 – 5:00 p.m.*

**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 05/06/2025

Regular (X) Special () Work Session ()

ATTACHMENT: YES (X) NO ()

Final Election Results Report (X)

**Request for Council Action**

**Description:**

Canvass of Election Returns of the General Municipal Election held on April 8, 2025 and Declaration of the Election Results

**Summary:**

Attached are the election results as received from the St. Charles County Election Authority for the Election held April 8, 2025. In accordance with Section 9.4(b) of the Charter, the Council shall canvass the election returns and declare the election results.

**Motion:** "I move to receive and approve the certification of the election results of the General Municipal Election held on April 8, 2025."

By: Kimberly Hudson, City Clerk

Date: 04/22/2025

Registered Voters 292,479 - Total Ballots 42,368 : 14.49%

117 of 117 Precincts Reporting 100.00%

ST. CHARLES COUNCIL MEMBER WARD 6		
Number of Precincts	11	
Precincts Reporting	11	100.00%
Vote For 1		
Total Votes	496	
JUSTIN FOUST	496	100.00%

ST. CHARLES COUNCIL MEMBER WARD 10		
Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 1		
Total Votes	573	
STEPHEN J HOLLANDER	573	100.00%

ST. CHARLES COUNCIL MEMBER WARD 7		
Number of Precincts	7	
Precincts Reporting	7	100.00%
Vote For 1		
Total Votes	1,339	
MIKE FLANDERMEYER	404	30.17%
ROB WHITE	465	34.73%
BRIAN GOULD	470	35.10%

ST. CHARLES COUNCIL MEMBER WARD 8		
Number of Precincts	4	
Precincts Reporting	4	100.00%
Vote For 1		
Total Votes	339	
MICHAEL GALBA	339	100.00%

ST. CHARLES COUNCIL MEMBER WARD 9		
Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 1		
Total Votes	400	
INGRID KOPP	147	36.75%
BART C HABERSTROH	253	63.25%



IN WITNESS WHEREOF: I, Kurt Bahr, Director of Elections in and for the County of Saint Charles, State of Missouri, do hereby certify the figures set out herein are Official Results of the April 08, 2025 Municipal General Election. Given under my hand and official seal this 21st day of April 2025.



**TO:** City Council  
**FROM:** Office of the Mayor  
**DATE:** April 25, 2025  
**SUBJECT:** Appointment Memorandum for the May 6, 2025 City Council Meeting

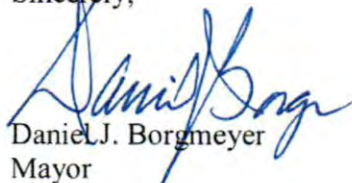
I ask for the City Council's confirmation of the following appointments:

**Landmarks Board**

- The appointment of *Christine Tennyson*, who will represent the **Lindenwood Neighborhood Historic District**, to fill the current vacancy, for a term expiring **May, 2028**.

Please contact me if you have any questions regarding these proposed appointments.

Sincerely,

  
Daniel J. Borgmeyer  
Mayor

**RCA FORM (OFFICE USE ONLY)**

Bill # 13981

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 4

Sponsor(s): Mary West

**Description:**

An Ordinance approving a petition to establish the Southpointe Community Improvement District as a political subdivision of the State of Missouri, and authorizing the City to enter into certain agreements and to take certain other actions in connection therewith.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

This ordinance approves a Petition to establish the Southpointe Community Improvement District ("CID") and, further, authorizes the execution of other agreements in furtherance of the CID, including a Cooperation Agreement between the City, Porterhouse Development LLC, the developer, the CID, and a Southpointe Transportation Development District ("TDD"). Pursuant to the terms of the Cooperation Agreement, the CID's Board of Directors, once appointed and approved as required by law, may impose a 1% sales and use tax on retail sales within the District. In addition, the TDD's Board of Directors, again once appointed and approved as required by law, may impose a 1% sales tax on retail sales within the District.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** Southpointe Community Improvement District

RCA prepared by: Legal Dept. Dir. HAM Finance Dir. Qao Dir. of Admin. U

Sponsored by: Mary West

**AN ORDINANCE APPROVING A PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; AND AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”), authorizes the governing body of any municipality, upon a proper petition requesting formation and after holding a public hearing, to adopt an ordinance establishing a community improvement district; and

**WHEREAS**, on April 17, 2025, a “Petition to Establish a Community Improvement District,” a copy of which is attached as **Exhibit A** (the “CID Petition”), was submitted to the City Clerk of the City of St. Charles, Missouri (the “City”); and

**WHEREAS**, the CID Petition proposes the formation of the Southpointe Community Improvement District (the “District”) to pay the costs associated with certain improvements to be made and services to be provided within the proposed District’s boundaries (collectively, the “District Project”), which are described in **Exhibit A** to the CID Petition and consisting of approximately 17.73 acres of real property generally located at 350 Hemsath Road in the City; and

**WHEREAS**, the City Clerk verified that the CID Petition is proper in that it complies with Section 67.1421.2 of the CID Act; and

**WHEREAS**, the City Council held a duly noticed public hearing on May 6, 2025, at which all persons interested in the formation of the District were allowed an opportunity to speak and the City Council heard all protests and received all endorsements; and

**WHEREAS**, following closure of the public hearing and upon due consideration of the comments received at the hearing, the City Council has determined that it is in the interest of the public health, safety and general welfare of the people of the City to establish the District and authorize certain actions and documents in connection therewith;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AS FOLLOWS:**

**Section 1. Establishment of the District.** The Southpointe Community Improvement District is hereby established within the City as a political subdivision of the State of Missouri, having the powers and purposes set forth in the CID Petition. The District shall include the contiguous tracts of real estate described in **Exhibit A** to the CID Petition.

**Section 2. Term of the District.** The term of the existence of the District shall be from the effective date of this Ordinance until the earlier to occur of the following: (a) all of the District’s obligations used to finance or reimburse the District for eligible District Project costs have been fully paid or cancelled; or (b) 27 years from the date of adoption of this Ordinance. Notwithstanding the foregoing, the term of the

existence of the District shall expire on December 31, 2025, if the District has not executed the hereinafter-defined Cooperation Agreement by such date.

**Section 3. Governance of the District.** The District will be governed by a board of directors consisting of five members hereafter appointed by the Mayor with the consent of the City Council in accordance with the CID Act and the CID Petition.

**Section 4. Imposition of Sales Tax.** The District may, upon approval by the qualified voters of the District, impose a sales and use tax on all retail sales made in the District at a rate not to exceed one percent (1.0%) of such retail sales, as specifically authorized by the CID Act, to provide funds to accomplish any power, duty or purpose of the District.

**Section 5. Authorization of the Cooperation Agreement.** The City is hereby authorized to enter into a Cooperation Agreement (the "Cooperation Agreement") by and among the City, the District, the Southpointe Transportation Development District and Porterhouse Development LLC, in substantially the form of **Exhibit B**, with such changes therein as shall be approved by the officials of the City executing the document and consistent with the intent hereof, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Cooperation Agreement, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Cooperation Agreement.

**Section 6. Notice of District's Creation.** The City Clerk is hereby directed to notify the Missouri Department of Economic Development and the State Auditor in writing of the District's creation as required by Section 67.1421.6 of the CID Act.

**Section 7. Further Authority.** The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such documents or the taking of such actions shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officers of the City with respect to the CID Petition and the District, including, without limitation, the provision of notices for the public hearing regarding the creation of the District, are hereby ratified.

**Section 8. Severability.** If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

**Section 9. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

[Remainder of Page Intentionally Left Blank]

DATE PASSED: \_\_\_\_\_, 2025.

DATE APPROVED BY MAYOR: \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk

Approved as to Form:

Holly Magdziarz \_\_\_\_\_ 4/29/2025  
Holly Magdziarz, Acting City Attorney Date



**EXHIBIT A**  
**CID PETITION**

[On file in the office of the City Clerk]

**PETITION TO ESTABLISH A  
COMMUNITY IMPROVEMENT  
DISTRICT**

**Petition to Establish the Southpointe  
Community Improvement District  
Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri, as Amended**

**City of St. Charles, St. Charles County, Missouri**

**April 17, 2025**

**EXHIBITS**

EXHIBIT A– DISTRICT BOUNDARY MAP

EXHIBIT B – DISTRICT LEGAL DESCRIPTION

EXHIBIT C– FIVE-YEAR PLAN

**PETITION TO ESTABLISH THE SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

To: City Council of the City of St. Charles, St. Charles County, Missouri:

**PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “**Petitioner**”), is the owner of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district; and (b) per capita of all owners of real property within the hereinafter described community improvement district.

By way of this petition (this “**Petition**”), Petitioner hereby petitions and requests that the City of St. Charles, Missouri (the “**City**”) establish a community improvement district as described herein, to be known as the Southpointe Community Improvement District (the “**District**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”).

1. The proposed District is contiguous and located entirely within the City.
2. A map illustrating the boundaries of the proposed District is set forth in **Exhibit A** attached hereto and incorporated herein by reference.
3. A legal description of the proposed District is set forth in **Exhibit B**, attached hereto and incorporated herein by reference.
4. The name of the proposed District is the “Southpointe Community Improvement District”.
5. The proposed District consists of approximately 17.73 acres and all real property within the proposed District has a total current assessed value of \$97,563.00 per the St. Charles County, Missouri’s published records.
6. Petitioner represents 100% per capita of all owners of the real property within the boundaries of the proposed District; and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the Petitioner’s signature block to this Petition and as set forth below.

Owner	Situs Address	Locator No.	Acres	Assessed Value
<b>PORTERHOUSE DEVELOPMENT LLC</b> , a Missouri limited liability company	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0022.1000000	0.84	\$6,792.00

<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	350 Hemsath Road St. Charles, MO 63303	3-0117-1198-00-0022.0000000	3.8445	\$70,781.00
<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0022.2100000	2.2719	\$18,993.00
<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0021-1000000	6.73	\$997.00
		Total:	13.69	\$97,563.00
Right Of Way			4.04	
		Total:	17.73	

7. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five (5) directors (the "Directors" and each a "Director") appointed by the Mayor of the City, with the consent of the governing body of the City (the "City Council"). Each Director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(3) of the CID Act and shall be an owner of real property in the proposed District or its authorized representative.

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board; and
- (c) be at least 18 years of age.

Each Director, during his or her term, shall also be either an owner of District Property or its legally authorized representative ("Owner"), except for two directors (the "Independent Directors") who, in accordance with Section 67.1451.2(3) of the CID Act, shall instead meet the following requirements:

- (d) reside within the City;

- (e) be qualified and registered to vote as set forth in Section 67.1451.2(3)(b) of the CID Act;
- (f) have no financial interest in any real property or business operating within the District; and
- (g) not be a relative, within the second degree of consanguinity or affinity, to an owner of real property or a business operating within the District.

The failure of the board to meet the preceding requirements shall not affect the board's authority to hold meetings, exercise any of the District's powers or take any action otherwise lawful.

8. Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the City Council. Successor Directors, other than the Independent Directors, shall be selected from a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors, other than the Independent Directors, according to the slate submitted and the City Council shall consent to the appointments; or
- (b) the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the Successor Directors, other than Independent Directors, according to the alternate slate submitted and the City Council shall consent to the appointment; or
- (b) the Mayor or the City Council may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

The Board shall select the slate, other than Independent Directors, as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the

number needed to fill vacancies and the seats of expiring terms; and

- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

Successors to the Independent Directors shall be selected and appointed by the Mayor with the consent of the City Council.

9. Petitioner is not seeking a determination that the proposed District is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act.
10. The proposed District shall have all powers provided in the CID Act except as otherwise provided for in this Petition. The District shall have all powers and authority provided in the CID Act to borrow funds in order to complete its approved projects and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority to levy the CID Sales Tax (as defined below) in order to generate revenue for the District and its approved projects.
11. The proposed District shall be authorized, upon approval by the qualified voters of the proposed District, to impose a sales and use tax (the “**CID Sales Tax**”) at a rate of up to one percent (1%) on all eligible retail sales made in the proposed District in accordance with section 67.1545 of the CID Act, for a period not to exceed the life of the District.
12. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy real property taxes, special assessments, or business license taxes and therefore the maximum rates of real property taxes, special assessments, and business license taxes proposed in this Petition are zero.
13. A five (5) year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make, and an estimate of cost of these services and improvements to be incurred (collectively, the “**CID Project**”) is set forth on **Exhibit C**, attached hereto and incorporated herein by reference. It is anticipated that the proposed District will use the revenue generated from the imposition of the CID Sales Tax to finance and reimburse those eligible CID Project costs incurred on its behalf.
14. As of the date of this Petition, the estimated cost of the CID Project is \$2,981,934.00 as further described in **Exhibit C** attached hereto and incorporated herein by reference. These costs exclude any debt issuance costs, financing cost, carrying cost, or the District’s administrative fees and expenses including but not limited to fees and costs relating to the proposed district formation, planning consultants, advisors, auditors, legal counsel or compliance administration.

15. The proposed District's board of directors shall commence the procedures provided in the CID Act for the termination of the proposed District upon the earlier to occur of (i) all of the proposed District's obligations used to finance and reimburse all the eligible CID Project costs have been fully redeemed in accordance with the terms of the CID Act, or (b) twenty-seven (27) years from the effective date of the City's ordinance approving the establishment of the proposed District. For purposes of the CID Act, this paragraph constitutes the proposed length of time for the existence of the proposed District. Notwithstanding anything contained herein to the contrary, the District shall terminate if the CID Sales Tax has not been imposed within five years following the adoption of the City ordinance establishing the District.
16. In addition to generating revenue through the CID Sales Tax, the District is authorized to enter into contracts with public and private entities to accept grants and donations of funds, property, labor, services or other things of value from such public and private sources pursuant to the CID Act.
17. Petitioners do not seek to limit the revenue generation or borrowing capacity of the District, except as otherwise provided in this Petition. It is anticipated that the District will use the moneys received from the imposition of the CID Sales Tax to finance and reimburse those eligible District project costs incurred on its behalf, and the District may issue notes or other obligations to fund the completion of the improvements and the provision of the services as are necessary and desirable to the District for the completion of the CID Project.
18. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, the remaining sections, clauses and provisions of this Petition shall remain valid, operative and enforceable to the fullest extent allowed by law.
19. Each of the exhibits to this Petition are incorporated herein and made a part of this Petition by reference.
20. **Notice to Petitioner(s):**  
  
**The signatures of the signers of this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.**
21. By execution and submission of this Petition, Petitioner respectfully requests that the City Council hold a public hearing in accordance with Section 67.1431 of the CID Act to consider this Petition and adopt an ordinance to establish the District as set forth in this Petition in accordance with the CID Act.

Dated this 17th day of April, 2025.

SIGNATURES TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**PETITIONER:**

NAME OF OWNER: Porterhouse Development LLC, a Missouri limited liability company

OWNER TELEPHONE NUMBER: (314) 974-1989

OWNER MAILING ADDRESS: 1610 Des Peres Road, Suite 385  
St. Louis, MO 63131

NAME OF SIGNER AND BASIS OF LEGAL AUTHORITY TO SIGN: Casey Urkevich  
Manager

SIGNER'S TELEPHONE NUMBER: (314) 974-1989

SIGNER'S MAILING ADDRESS: 1610 Des Peres Road, Suite 385  
St. Louis, MO 63131

IF OWNER IS NOT AN INDIVIDUAL, STATE WHAT TYPE OF ENTITY: Missouri Limited Liability Company

MAP OF OWNER'S PARCEL(S): See Exhibit A

PARCEL IDENTIFICATION NUMBERS: 3-0117-1198-00-0022.1000000 (0.84 acres)  
3-0117-1198-00-0022.0000000 (3.8445 acres)  
3-0117-1198-00-0022.2100000 (2.2719 acres)  
3-0117-1198-00-0021.1000000 (6.73 acres)

ASSESSED VALUE: TOTAL: 13.6864 acres  
3-0117-1198-00-0022.1000000 (0.84 acres) (\$6,792.00)  
3-0117-1198-00-0022.0000000 (3.8445 acres) (\$70,781.00)  
3-0117-1198-00-0022.2100000 (2.2719 acres) (\$18,993.00)  
3-0117-1198-00-0021.1000000 (6.73 acres) (\$997.00)

TOTAL: \$97,563.00

**[SIGNATURE PAGE OF PETITIONER TO FOLLOW]**

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

Casey Urkevich

Signature of person signing for owner.

Date: 4/17/25

-----

STATE OF MISSOURI            )  
  )     SS.  
COUNTY OF ST. LOUIS        )

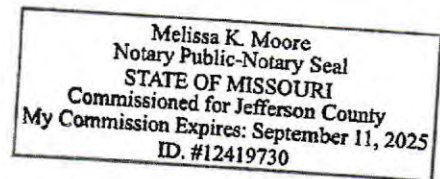
On this 17 day of April, 2025, before me appeared Casey Urkevich, to me personally known, to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 17 day of April 2025.

Melissa K. Moore  
Notary Public

Printed Name: Melissa K. Moore

My Commission Expires: 9/11/25



**EXHIBIT A – MAP OF SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

SEE FOLLOWING PAGE



**EXHIBIT B – LEGAL DESCRIPTION OF SOUTHPOINTE COMMUNITY  
IMPROVEMENT DISTRICT**

SEE FOLLOWING PAGE



A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482 OF THE ST. CHARLES COUNTY RECORDS; THENCE LEAVING SAID POINT AND CONTINUING ALONG THE NORTH LINE OF SAID PORTERHOUSE DEVELOPMENT, LLC S57°38'13"W A DISTANCE OF 341.04' TO A POINT; THENCE S32°32'10"E A DISTANCE OF 2.39' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00', AN ARC LENGTH OF 34.87', A CHORD WHICH BEARS S 17°24'19" W, A CHORD DISTANCE OF 30.62'; S 67°20'49" W A DISTANCE OF 89.57' TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00', AN ARC LENGTH OF 106.86', A CHORD WHICH BEARS S61°13'27"W, A CHORD DISTANCE OF 106.66'; THENCE S55°06'05"W A DISTANCE OF 181.39' TO A POINT; THENCE S40°43'17"E A DISTANCE OF 120.49' TO A POINT; THENCE N57°02'18"E A DISTANCE OF 49.13' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 157.08', A CHORD WHICH BEARS S77°57'42"E, A CHORD DISTANCE OF 141.42'; SAID POINT BEING IN THE EASTERN RIGHT OF WAY OF MISSOURI ROUTE 364 (WIDTH VARIES); THENCE ALONG SAID RIGHT OF WAY S32°57'42"E A DISTANCE OF 1016.92' TO A POINT; THENCE LEAVING SAID RIGHT OF WAY N56°09'43"E A DISTANCE OF 769.26' TO A POINT IN THE CENTER OF ARENA PARKWAY (WIDTH VARIES); THENCE ALONG THE CENTER OF ARENA PARKWAY N57°32'49"W A DISTANCE OF 335.48' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 572.96', AN ARC LENGTH OF 241.12', A CHORD WHICH BEARS N45°29'27"W, A CHORD DISTANCE OF 239.34'; THENCE LEAVING SAID CENTERLINE OF SAID ARENA PARKWAY N33°45'26"W A DISTANCE OF 373.52' TO A POINT; THENCE ALONG THE NORTHEASTERNMOST LINE OF THE AFOREMENTIONED PORTERHOUSE DEVELOPMENT, LLC N 32°30'01" W A DISTANCE OF 313.04' TO THE POINT OF BEGINNING AND CONTAINING 772,451 SQUARE FEET AND/OR 17.73 ACRES MORE OR LESS.

**EFFICIENT - QUALITY - RESPONSIVE**  
Architecture ■ Civil Engineering ■ Surveying  
Wentzville, MO 63385

100 Midland Park Drive

314-925-7444

**EXHIBIT C**  
**FIVE YEAR PLAN**  
**SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

**Introduction**

**PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “Petitioner”) proposes to create the Southpointe Community Improvement District (the “District”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

Section 67.1421 of the CID Act requires that the petition for creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make from the list of allowable improvements under Section 67.1461 of the CID Act, an estimate of the costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated term of the sources of funds to pay the costs.

This Five-Year Plan (the “Plan”) is presented in order to comply with the statutory requirements referenced above.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the purposes of the proposed District; (C) a description of the anticipated proposed District revenues over a five-year period; (D) a summary of the allowable improvements and services to be provided by the proposed District over a five-year period; (E) an estimate of costs of the services and improvements to be incurred over a five-year period; and (F) an anticipated schedule for the proposed District’s improvements, activities and services over a five-year period. This Plan is an integral part of the Petition to Establish a Community Improvement District (the “Petition”) to which it is attached and incorporated therein by reference.

**(A) Description of the location and formation of the proposed District.**

The proposed District consists of four (4) tax parcels totaling 17.73 acres generally bounded by and adjacent to Hemsath Road and S. River Road located in the City of St. Charles, St. Charles County, Missouri (the “City”).

The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The proposed District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public and private improvements within its boundaries, which

services and improvements will be paid for from revenues generated from taxes imposed within its boundaries.

**(B) Description of the purposes of the proposed District:**

The purposes of the proposed District are to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the proposed District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The proposed District will impose the CID Sales Tax to finance and administer these improvements and services as provided under the CID Act.

In general, the proposed District may undertake any of the public improvements set forth in the CID Act. Pursuant to Section 67.1461 of the CID Act the proposed District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The proposed District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The proposed District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the proposed District under Section 67.1461 of the CID Act, the proposed District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

The District will provide funding to undertake various public and private improvements (as further described below) within the proposed District's boundaries (as may be expanded pursuant to Section 67.1441 of the CID Act).

**(C) Description of the anticipated proposed District revenues over a five-year period:**

The proposed District is being formed to raise revenues by imposing an additional sales and use tax (the "CID Sales Tax") at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the CID Sales Tax is subject to approval by the qualified voters within the proposed District.

To the extent that there are no registered voters within the proposed District, the CID Act

provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of St. Charles County, Missouri ("**County**") as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District's board of directors will submit the question of whether it shall be authorized to impose the CID Sales Tax to the qualified voters for approval.

Notwithstanding anything in the CID Act or the Petition to the contrary, the District shall have no power to levy real property taxes, special assessments, or business license taxes.

**(D) Summary of the allowable improvements and services to be provided by the proposed District over a five-year period;**

Specifically, the proposed District is to cause the design and implementation of the work and services necessary to re-align or re-locate a portion of Hemsath Road consistent with design standards as dictated by the City as well as other site improvements within designated right-of-way such as sidewalk(s), lighting features, or directional signage (collectively, the "**District Project**") located within and benefiting property and improvements within the District's boundaries. Such improvements and services may be undertaken in multiple phases or may occur in one phase. The contemplated improvements and services could consist of the construction, reconstruction, installation, repair and maintenance of any of the improvements and the provision of any of the services permitted by the Act including, but not necessarily limited to:

- a) Site work and grading;
- b) Design, construction and installation of new public works or infrastructure; or upgrades and repair of existing public works or infrastructure, including any utility infrastructure (electric, natural gas or telecommunications) and public right-of-way;
- c) Drainage, water, storm and sewer systems;
- d) Structured parking, parking lots, garages or other traffic and parking improvements;
- e) Sidewalks, streets and alleys;
- f) Landscaping, hardscaping, pedestrian plazas and lighting;
- g) Facility signage (roadway and monument);
- h) Stormwater management and BMP controls;
- i) Acquisition of interests in real property to the extent necessary to carry out such improvements;
- j) Employing and/or contracting for personnel and services necessary to carry out the purposes of the District, including, but not limited to security personnel and security services, maintenance services, advertising, or assistance to attract further investment within the District; and

- k) all other useful, necessary or desired site improvements or services relating to or necessary for the work listed above.

**(E) Estimate of costs of the services and improvements to be incurred over a five-year period;**

The total estimated cost of the District Project over the initial five-year period is approximately \$2,981,934.00.

Scope	Description	Estimate
Specific Roadway Items	Mobilization (Roadway Areas)	\$200,000
Specific Roadway Items	Demolition (Roadway Areas)	\$3,600
Specific Roadway Items	Tree Clearing (Roadway Areas)	\$5,520
Specific Roadway Items	Sinkhole Mitigation (Roadway Areas)	\$25,200
Specific Roadway Items	Import Material (Roadway Areas)	\$145,199
Specific Roadway Items	Street Paving	\$405,182
Specific Roadway Items	Turn Lane	\$187,500
Specific Roadway Items	Storm Water (Roadway Areas)	\$27,000
Specific Roadway Items	Traffic Signal	\$400,000
Specific Roadway Items	Retaining Wall (Roadway Areas)	\$500,000
Specific Roadway Items	Integral 6" Monolithic Vertical Curb	\$100,000
Specific Roadway Items	Traffic Control	\$20,000
Specific Roadway Items	Street Lights	\$70,000
Specific Roadway Items	Signage & Pavement Markings	\$15,000
Miscellaneous Other Items - Hemsath Road Realignment	Erosion Control / Silt Fencing	\$12,400
Miscellaneous Other Items - Hemsath Road Realignment	Right of Way Cost	\$184,673
Miscellaneous Other Items - Hemsath Road	Contingency of Roadway Construction	\$420,840
Common (IF within ROW)	Sidewalk	\$141,930

Soft Cost and Fees (FOR ROW)	Civil Engineering / Legal / Other	\$117,890
	TOTAL	\$2,981,934

The proposed District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the District Project. CID Sales Tax revenues may be used to fund in part either direct costs of the District Project or financing costs of the District Project, or both.

The CID Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's board of directors in connection with the adoption of the annual budget of the proposed District, and (b) second, to fund the costs of the District Project or any obligations issued by or on behalf of the proposed District to finance the costs of the District Project. This formula will be applied throughout the term of the proposed District.

Sources of funds to complete the District Project include CID Sales Tax revenues, potential funding from the St. Charles County Road Board District, potential sales tax revenue from a Transportation Development District to be formed consistent with Sections 238.200 through 238.275 of the Missouri Revised Statutes, and funds contributed by the fee owners of real property within the District.

**(F) Anticipated schedule for the proposed District's improvements, activities and services over a five-year period**

A summary of the improvements, activities and services anticipated to be provided for by the proposed District over the initial five-year period is as follows:

**Improvements, Activities and Services**

- 2025**
- Establish District
  - District's board of directors authorizes imposition of CID Sales Tax
  - District holds mail-in election to impose CID Sales Tax
  - District Project commencement
  - Provide financing for a portion of the costs of the District Project
  - Provide for collection of CID Sales Tax

- District provides for its on-going administration
- Expand boundaries of the District boundaries, if and as necessary
- 2026** • Finalize expansion of the District boundaries, if and as appropriate
- Expand scope of District Project, if and as appropriate
- District Project continues
- Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on-going administration
- 2027** • Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on going administration
- 2028** • Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on-going administration
- 2029** • Provide financing for a portion of the costs of the District Project
  - Provide for collection of CID Sales Tax
  - District provides for its on-going administration

[END OF PLAN]

**EXHIBIT B**

**COOPERATION AGREEMENT**

[On file in the office of the City Clerk]

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_\_, 2025, by and among the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city and political subdivision of the State of Missouri (the “City”), the **SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “CID”), the **SOUTHPOINTE TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the “TDD”), and **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “Developer” and, together with the City, the CID and the TDD, the “Parties”).

### RECITALS:

1. The Developer proposes to undertake a mixed-use project consisting of approximately 192 residential apartments and approximately 12,000 square feet of retail and commercial space (collectively, the “Development Project”).
2. In connection therewith, the Developer submitted a petition (the “CID Petition”) to the City requesting the formation of the CID. On May \_\_\_\_, 2025, the City Council adopted Ordinance No. \_\_\_\_ authorizing the formation of the CID.
3. The Developer has advised the City that the Developer intends to request the formation of the TDD, which will undertake certain projects to be funded by the TDD (the “TDD Project”). The CID Project and the TDD Project are described on **Exhibit A**.
4. The Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the construction and financing of the CID Project and the TDD Project, respectively.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

**Section 1. Authority of the City.** The City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

**Section 2. Authority of the CID.** The CID has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CID, enforceable in accordance with its terms.

**Section 3. Authority of the TDD.** The TDD has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all

necessary TDD proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the TDD, enforceable in accordance with its terms.

**Section 4. Authority of the Developer.** The Developer has full corporate and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary corporate proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms.

**Section 5. CID Sales Tax; TDD Sales Tax.**

(a) The CID's Board of Directors (the "CID Board") may adopt a resolution to impose a community improvement district sales and use tax (the "CID Sales Tax"), subject to approval by the qualified voters, at a rate of not to exceed one percent (1.0%). The CID Sales Tax shall be imposed pursuant to the terms of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and any other applicable laws.

(b) The TDD's Board of Directors (the "TDD Board") may adopt a resolution to impose a transportation development district sales tax (the "TDD Sales Tax"), subject to approval by the qualified voters, at a rate of not to exceed one percent (1.0%). The TDD Sales Tax shall be imposed pursuant to the terms of the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri (the "TDD Act"), and any other applicable laws.

**Section 6. Continuing Existence of the CID and the TDD.**

(a) After the funding and construction of the CID Project are completed, including the payment in full or cancellation of all CID Project Obligations (defined herein), the CID will immediately take such steps as may be required to terminate the CID Sales Tax and dissolve the CID.

(b) After the funding and construction of the TDD Project are completed, including the payment in full or cancellation of all TDD Project Obligations (defined herein), the TDD will immediately take such steps as may be required to terminate the TDD Sales Tax and dissolve the TDD.

**Section 7. Governance of the CID.**

(a) The Parties acknowledge that the CID will be governed by a board of directors made up of five individuals appointed by the Mayor with the consent of the City Council, three of whom shall be representatives of the owners of real property operating within the CID and two of whom shall be residents of the City who are qualified and registered to vote and who have no financial interest in any real property or business operating within the CID. Successor directors of the CID shall be appointed as set forth in the CID Petition.

(b) The CID shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the CID complies with this Agreement and all applicable laws and regulations. If the CID (1) fails to comply with any reporting requirement contained in the CID Act or other applicable law for two consecutive years, including, without limitation, timely submittal of annual reports, financial statements and budgets, (2) admits to or is found by a court to have committed two or more violations of Chapter 610 of the Revised Statutes of Missouri or (3) is unresponsive to any inquiry or audit initiated by the Missouri State Auditor's office, then the City may designate an administrator or legal counsel for the CID, at the CID's cost, to ensure that the CID complies with this Agreement and all applicable laws and regulations.

(c) Except as expressly provided in **Sections 9 and 10** of this Agreement, unless otherwise approved by the City in its sole and absolute discretion, the CID shall have no authorization to pay any costs, impose any tax, license, fee or assessment (other than the CID Sales Tax) or incur any obligations.

(d) The Developer and the CID shall allow the City and its employees, agents, and representatives to inspect, within three business days after request therefor, all contracts, documents and records pertaining to the CID Project and the CID, including but not limited to the CID Sales Tax and the CID's financial statements. In addition, the CID agrees that, before the effective date of the CID Sales Tax, the CID will file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the CID Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri.

#### **Section 8. Governance of the TDD.**

(a) The Parties acknowledge that the TDD will be governed by a board of directors made up of five representatives of the owners of real property within the TDD, including two persons designated by the City, who will be elected by the owners of real property within the TDD. The Developer, as an owner of real property within the TDD, will cause the election to the board of directors of two persons designated by the City who meet all other qualifications to serve on the board of directors, by designating each such person as an authorized representative of the Developer and voting for such persons.

(b) The TDD shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the TDD complies with this Agreement and all applicable laws and regulations. If the TDD (1) fails to comply with any reporting requirement contained in the TDD Act or other applicable law for two consecutive years, including, without limitation, timely submittal of annual reports, (2) admits to or is found by a court to have committed two or more violations of Chapter 610 of the Revised Statutes of Missouri or (3) is unresponsive to any inquiry or audit initiated by the Missouri State Auditor's office, then the City may designate an administrator or legal counsel for the TDD, at the TDD's cost, to ensure that the TDD complies with this Agreement and all applicable laws and regulations.

(c) Except as expressly provided in **Sections 9 and 11** of this Agreement, unless otherwise approved by the City in its sole and absolute discretion, the TDD shall have no authorization to pay any costs, impose any tax, license, fee or assessment (other than the TDD Sales Tax) or incur any obligations.

(d) The Developer and the TDD shall allow the City and its employees, agents, and representatives to inspect, within three business days after request therefor, all contracts, documents and records pertaining to the TDD Project and the TDD, including but not limited to the TDD Sales Tax and the TDD's financial statements. In addition, the TDD agrees that, before the effective date of the TDD Sales Tax, the TDD will file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the TDD Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri.

#### **Section 9. Construction of the CID Project and the TDD Project.**

(a) Subject to compliance with all applicable laws, regulations, permits and governmental approvals, the Developer shall obtain all inspections, tests and reports as it deems necessary, hire and retain all experts, professionals and staff and enter into one or more construction contracts to complete the CID Project and the TDD Project. The Developer shall construct, or cause the construction of, the CID Project and the TDD Project, which shall be completed in a good and workmanlike manner in accordance

with all applicable laws and regulations. The Developer shall advance all costs of designing, planning, constructing and completing the CID Project and the TDD Project, subject to reimbursement as provided in **Sections 10** and **11**. The CID and the TDD shall have no authority to pay for any other projects other than as listed on **Exhibit A**.

(b) The City and its duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than three business days' prior written notice, subject to safety and security requirements, inspect all work being performed in connection with the construction and installation of the CID Project and the TDD Project.

(c) All construction contracts for the CID Project and the TDD Project entered into by or on behalf of the Developer, the CID or the TDD shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the CID Project and/or the TDD Project.

(d) The Developer shall obtain or cause to be obtained all necessary governmental approvals, shall be subject to all lawful inspections and shall perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Developer and to use its best efforts to process and consider all applications for governmental approvals promptly as received.

(e) The Developer shall comply with all federal, state and local laws relating to the construction of the CID Project and the TDD Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, but only to the extent such laws are applicable to the CID Project, the TDD Project or any portion of either.

(f) Simultaneously with the execution of this Agreement, the Developer shall provide the CID, the TDD and the City with an affidavit, in substantially the form of **Exhibit C**, and documentation to evidence the Developer's compliance with Section 285.530 of the Revised Statutes of Missouri.

(g) It shall be a material breach of this Agreement if the Developer knowingly permits a contractor to employ persons not authorized to work in the United States. If the Developer reasonably believes a contractor working on the CID Project or the TDD Project is employing persons not authorized to work in the United States, the Developer shall promptly report the basis for that belief to the City.

**Section 10. Certificate of Substantial Completion.** Promptly after substantial completion of the CID Project and the TDD Project, the Developer shall furnish a Certificate of Substantial Completion to the City, in substantially the form of **Exhibit B**. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to approve or reject a Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable portion of the CID Project and/or the TDD Project in

reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of the City, to obtain such acceptance. Notwithstanding any provision of this Agreement to the contrary, the City may withhold issuing temporary or final certificates of occupancy for the Development Project or any portion thereof until the City accepts the Certificate of Substantial Completion.

**Section 11. Reimbursable CID Project Costs and CID Project Obligations.**

(a) To be reimbursed for costs of the CID Project, the Developer shall, no more frequently than quarterly, provide to the CID an accounting of all costs advanced by the Developer on behalf of the CID to construct or acquire the applicable portion of the CID Project (the "Reimbursable CID Project Costs"). Upon the City's request, the Developer and the CID shall provide such information, together with any supporting documents reasonably requested.

(b) The CID shall establish the "CID Trust Fund." All revenues received from the CID Sales Tax shall be deposited in the CID Trust Fund and disbursed as follows:

(1) first, to pay the CID's operating costs (legal, administrative, insurance, audit, etc.), which amount shall not exceed \$15,000 for calendar year 2025, plus a year-over-year increase of 3% for any subsequent year; and

(2) second, to reimburse the Developer for Reimbursable CID Project Costs (as provided in paragraph (d) below) or to pay CID Project Obligations (as provided in paragraph (e) below).

(c) The Developer agrees, upon written request of the CID, to promptly pay any operating costs in excess of the moneys available under (c)(1) above if the CID's revenues are insufficient for that purpose. Any such moneys paid by the Developer may be reimbursed by the CID when sufficient funding is available.

(d) The CID shall use money available under (c)(2) to reimburse the Developer for Reimbursable CID Project Costs. The CID shall, subject to annual appropriation, make payments to the Developer from the CID Trust Fund at least semiannually to the extent (1) the CID has money in the CID Trust Fund not needed for operating costs and (2) the Developer has not yet been reimbursed for the Reimbursable CID Project Costs.

(e) The CID may issue, or cause to be issued, notes, bonds or other obligations (the "CID Project Obligations") and use the proceeds thereof to reimburse the Developer for the Reimbursable CID Project Costs. The CID shall notify the City in writing prior to issuing any notes, bonds or other obligations and shall not issue any tax-exempt notes, bonds or other obligations without the City's prior written consent; provided, however, that the City's consent shall not be required if the CID Project Obligations are issued in such a manner that the CID Project Obligations do not cause the City, in the opinion of Gilmore & Bell, P.C., or another attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the City, to lose its ability to issue "qualified tax-exempt obligations," as defined in Section 265(b) of the Internal Revenue Code, for the applicable calendar year.

**Section 12. Reimbursable TDD Project Costs and TDD Project Obligations.**

(a) To be reimbursed for costs of the TDD Project, the Developer shall, no more frequently than quarterly, provide to the TDD an accounting of all costs advanced by the Developer on behalf of the

TDD to construct or acquire the applicable portion of the TDD Project (the “Reimbursable TDD Project Costs”). Upon the City’s request, the Developer and the TDD shall provide such information, together with any supporting documents reasonably requested.

(b) The TDD shall establish the “TDD Trust Fund.” All revenues received from the TDD Sales Tax shall be deposited in the CID Trust Fund and disbursed as follows:

(1) first, to pay the CID’s operating costs (legal, administrative, insurance, audit, etc.), which amount shall not exceed \$15,000 for calendar year 2025, plus a year-over-year increase of 3% for any subsequent year; and

(2) second, to reimburse the Developer for Reimbursable CID Project Costs (as provided in paragraph (d) below) or to pay CID Project Obligations (as provided in paragraph (e) below).

(c) The Developer agrees, upon written request of the TDD, to promptly pay any operating costs in excess of the moneys available under (c)(1) above if the TDD’s revenues are insufficient for that purpose. Any such moneys paid by the Developer may be reimbursed by the TDD when sufficient funding is available.

(d) The TDD shall use money available under (c)(2) to reimburse the Developer for Reimbursable TDD Project Costs. The TDD shall, subject to annual appropriation, make payments to the Developer from the TDD Trust Fund at least semiannually to the extent (1) the TDD has money in the TDD Trust Fund not needed for operating costs and (2) the Developer has not yet been reimbursed for the Reimbursable TDD Project Costs.

(e) The TDD may issue, or cause to be issued, notes, bonds or other obligations (the “TDD Project Obligations”) and use the proceeds thereof to reimburse the Developer for the Reimbursable TDD Project Costs. The TDD shall notify the City in writing prior to issuing any notes, bonds or other obligations and shall not issue any tax-exempt notes, bonds or other obligations without the City’s prior written consent; provided, however, that the City’s consent shall not be required if the TDD Project Obligations are issued in such a manner that the TDD Project Obligations do not cause the City, in the opinion of Gilmore & Bell, P.C., or another attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the City, to lose its ability to issue “qualified tax-exempt obligations,” as defined in Section 265(b) of the Internal Revenue Code, for the applicable calendar year.

**Section 13. Overlap of CID Project and TDD Project.** The Parties acknowledge that the CID Project and the TDD Project may include some of the same components. Accordingly, eligible costs may be reimbursed by either the CID or the TDD (but not both).

**Section 14. Insurance.**

(a) The CID and the TDD will each maintain reasonable levels of insurance throughout its respective existence. Without limiting the generality of the foregoing, the CID and the TDD shall, simultaneously with the execution of this Agreement and annually thereafter through the term of this Agreement, each provide evidence of a directors and officers liability or similar policy (in form and substance reasonably acceptable to the City Attorney or special counsel to the City) that includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the CID Board or the TDD Board, as applicable, pursuant to the CID Act or the TDD Act, as applicable, and Chapter 610 of the Revised Statutes of Missouri.

(b) The policies of insurance required pursuant to clause (a) above shall be placed with MOPERM or financially sound and reputable insurers licensed to transact business in the State of Missouri with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most currently available "A.M. Best's" insurance reports. The CID and the TDD, as applicable, shall deliver or cause to be delivered to the City evidence of all insurance policies maintained hereunder.

**Section 15. Release and Indemnification.**

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, hold harmless and indemnify the City, the CID, the TDD and their respective governing body members, officials, employees, attorneys and agents against any and all claims, demands, actions, causes of action, losses, damages, injuries, liabilities and/or expenses (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with:

(1) the Developer's failure to comply with any provision of this Agreement or the activities or transactions contemplated herein;

(2) the negligence or intentional misconduct of the Developer or an affiliate thereof, or their respective employees and agents;

(3) the presence of hazardous wastes, hazardous materials or other environmental contaminants within the property on which the Development Project will be constructed;

(4) any loss of or damage to property or any injury to or death of any person occurring in, at or about the Development Project in connection with any activities, acts or omissions of the Developer, a related party to the Developer, or any of their respective contractors, agents or employees; or

(5) otherwise arising out of the adoption or administration of this Agreement or the construction or operation of the Development Project.

**Section 16. Hold Harmless.** Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer, the CID or the TDD for damages or otherwise if all or any part of the CID, the TDD, the CID Project, or the TDD Project or any ordinance or resolution of the City adopted in

connection therewith is declared invalid or unconstitutional in whole or in part by any court of competent jurisdiction.

**Section 17. Successors and Assigns.** This Agreement may be assigned by the Developer with the written consent of the other Parties, which shall not be unreasonably withheld.

**Section 18. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid term or provision.

**Section 19. Waiver.** The City's failure at any time hereafter to require strict performance by the CID, the TDD or the Developer of any provision of this Agreement shall not waive, affect, or diminish any right of the City thereafter to demand strict compliance and performance therewith.

**Section 20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**Section 21. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies that it is not currently engaged in and shall not, for the duration of this Agreement, 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.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in their respective names and attested as of the date first above written.

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Kimberly Hudson, City Clerk



[Cooperation Agreement]

**SOUTHPOINTE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

[Cooperation Agreement]

**SOUTHPOINTE TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

[Cooperation Agreement]

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: Casey Urkevich  
Title: Manager

**EXHIBIT A**

**CID PROJECT AND TDD PROJECT**

<b>Scope</b>	<b>Description</b>	<b>Estimate</b>
Specific Roadway Items	Mobilization (Roadway Areas)	\$200,000
Specific Roadway Items	Demolition (Roadway Areas)	\$3,600
Specific Roadway Items	Tree Clearing (Roadway Areas)	\$5,520
Specific Roadway Items	Sinkhole Mitigation (Roadway Areas)	\$25,200
Specific Roadway Items	Import Material (Roadway Areas)	\$145,199
Specific Roadway Items	Street Paving	\$405,182
Specific Roadway Items	Turn Lane	\$187,500
Specific Roadway Items	Storm Water (Roadway Areas)	\$27,000
Specific Roadway Items	Traffic Signal	\$400,000
Specific Roadway Items	Retaining Wall (Roadway Areas)	\$500,000
Specific Roadway Items	Integral 6" Monolithic Vertical Curb	\$100,000
Specific Roadway Items	Traffic Control	\$20,000
Specific Roadway Items	Street Lights	\$70,000
Specific Roadway Items	Signage & Pavement Markings	\$15,000
Miscellaneous Other Items - Hemsath Road Realignment	Erosion Control / Silt Fencing	\$12,400
Miscellaneous Other Items - Hemsath Road Realignment	Right of Way Cost	\$184,673
Miscellaneous Other Items - Hemsath Road	Contingency of Roadway Construction	\$420,840
Common (IF within ROW)	Sidewalk	\$141,930
Soft Cost and Fees (FOR ROW)	Civil Engineering / Legal / Other	\$117,890
	<b>TOTAL</b>	<b>\$2,981,934</b>

**EXHIBIT B**

**FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION**

Certificate of Substantial Completion

The undersigned, Porterhouse Development LLC (the "*Developer*"), pursuant to that certain Cooperation Agreement dated as of \_\_\_\_\_, 2025, among the City of St. Charles, Missouri (the "*City*"), the Southpointe Community Improvement District (the "*CID*"), the Southpointe Transportation Development District (the "*TDD*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_\_\_, the CID Project and the TDD Project have been substantially completed in a good and workmanlike manner and in accordance with the Agreement.
2. Lien waivers for the CID Project and the TDD Project have been obtained.
3. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the CID Project and the TDD Project have been substantially completed in accordance with the Agreement.
4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants related to the completion of the CID Project and the TDD Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name:  
Its:

ACCEPTED:

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]

**EXHIBIT C**

**DEVELOPER AFFIDAVIT**

STATE OF MISSOURI        )  
  ) SS  
COUNTY OF ST. LOUIS    )

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Porterhouse Development LLC, a Missouri limited liability company (the "*Developer*"), and am authorized by the Developer to attest to the matters set forth herein.

The Developer has no employees. Prior to hiring any employees, the Developer will enroll and participate in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance



Ward(s): 7

Sponsor(s): N/A

**Description:**

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-6

Applicant: Joshua D Hausgen d/b/a Scapegoats located at 3833 Elm Street

License Type: Full By The Drink & Sunday

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

Attached is a request from Joshua D Hausgen for the grant of a liquor license for Scapegoats located at 3833 Elm Street. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

Form of Motion: I move to close the Public Hearing and to grant the liquor license as presented.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: NAC Dept. Dir. Jaw Finance Dir. Jaw Dir. of Admin. H for HD

04/03/2025

**Liquor License Application Departmental Approval Form**

**Please Return to Nancy Chumbley / Collection Dept. A.S.A.P.**

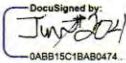
*Before the attached liquor license application submitted by:*

**Applicant name:** Joshua D Hausgen  
**d/b/a:** Scapegoats  
**Location:** 3833 Elm Street

*Will be submitted to the City Council for approval, the Department Head or his authorized Assistant or Deputy from each of the below listed departments must sign off indicating either that all inspections, fees, taxes, permits and record checks, zoning or any other City requirements have been met or the fees paid or that it be known that the issuance of any City requirements not met prior to the Liquor License Application being submitted to the City Council.*

*A signature below indicates compliance with any or contingency on all City requirements being met.*

**Police Department:**

Approved      Signature:  \_\_\_\_\_ Date: 4/4/2025

Not Approved      Reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

04/03/2025

**Liquor License Application Departmental Approval Form**

**Please Return to Nancy Chumbley / Collection Dept. A.S.A.P.**

*Before the attached liquor license application submitted by:*

**Applicant name:** Joshua D Hausgen  
**d/b/a:** Scapegoats  
**Location:** 3833 Elm Street

*Will be submitted to the City Council for approval, the Department Head or his authorized Assistant or Deputy from each of the below listed departments must sign off indicating either that all inspections, fees, taxes, permits and record checks, zoning or any other City requirements have been met or the fees paid or that it be known that the issuance of any City requirements not met prior to the Liquor License Application being submitted to the City Council.*

*A signature below indicates compliance with any or contingency on all City requirements being met.*

**Fire Department**

**Approved**       **Approved with Conditions**       **Not Approved**

Conditions of Approval: \_\_\_\_\_

Reason(s) for denial: \_\_\_\_\_

Signature:  Date: 4/3/2025

04/03/2025

**Liquor License Application Departmental Approval Form**

**Please Return to Nancy Chumbley / Collection Dept. A.S.A.P.**

Before the attached liquor license application submitted by:

**Applicant name:** Joshua D Hausgen  
**d/b/a:** Scapegoats  
**Location:** 3833 Elm Street

Will be submitted to the City Council for approval, the Department Head or his authorized Assistant or Deputy from each of the below listed departments must sign off indicating either that all inspections, fees, taxes, permits and record checks, zoning or any other City requirements have been met or the fees paid or that it be known that the issuance of any City requirements not met prior to the Liquor License Application being submitted to the City Council.

A signature below indicates compliance with any or contingency on all City requirements being met.

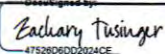
**Community Development**

Zoning District I-2 Historic Preservation District NA Occupancy Permit No


**Approved**       **Approved with Conditions**       **Not Approved**

Conditions of Approval \_\_\_\_\_

Reason(s) for denial: \_\_\_\_\_

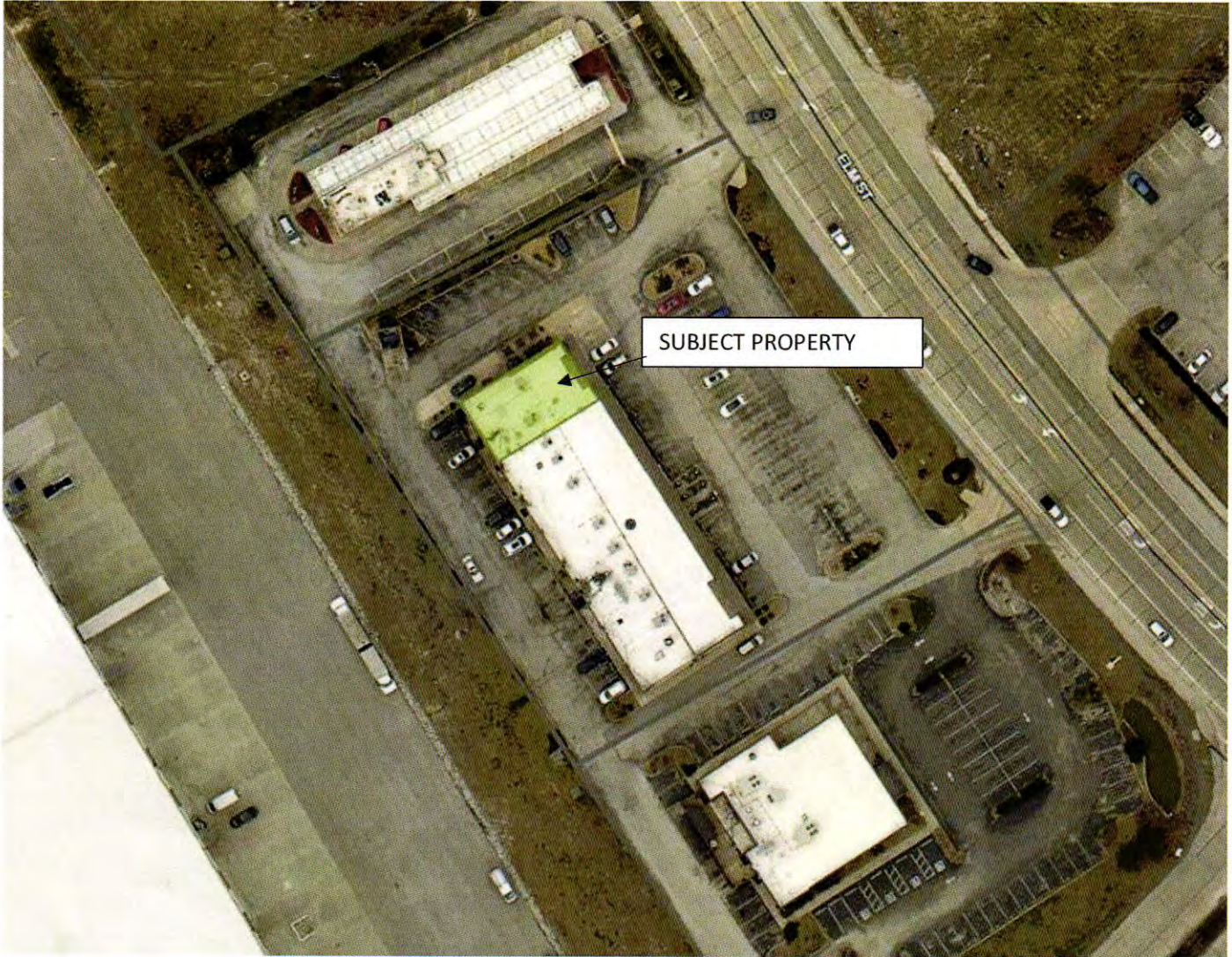
Signature:  Zachary Tusinger Date: 4/15/2025

**Finance Department**

**Approved**      Signature:  Jennifer O'Connor Date: 4/15/2025

**Not Approved**      Reason(s): \_\_\_\_\_

3833 Elm Street



3833 Elm Street



= Project Area



Department of Finance

04/03/2025

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 6

Sponsor(s): N/A

**Description:**

Case No. CU-2025-03. (Classic Car Studio LLC) An application for a Conditional Use Permit per §400.220(C)(1)(c) for Motor Vehicle Sales within the C-2 General Business District at 101 Arco Drive. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

This request is for a new Conditional Use Permit for vehicle sales for Classic Car Studio LLC located at 101 Arco Drive. The property is located within the C-2 General Business District, and City Ordinance requires approval of a Conditional Use Permit for vehicle sales.


The Planning and Zoning Commission considered this item at their April 14, 2025 meeting where the applicant was present and there were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 1 Abstention, 0 opposed) subject to the attached conditions.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: MPE Dept. Dir.  Finance Dir. N/A Dir. of Admin. H. For 10

**CU-2025-03: 101 Arco Drive – Recommended Conditions**

1. This conditional use permit for a Motor Vehicle Sales use is issued to the property/business owner (Classic Car Studio LLC) only for the property at 101 Arco Drive and is not transferable to another tenant or location.
2. No balloons, pennants, streamers, flags, inflatable figures, or banners may be used on the property unless specifically permitted by the City's Sign Code.
3. Non-compliance with any building code, property maintenance codes, fire codes, or conditions of this approval is grounds for revocation of the conditional use approval.



AGENDA ITEM #6

STAFF REPORT  
CONDITIONAL USE NO. CU-2025-03  
MOTOR VEHICLE SALES  
101 ARCO DRIVE

APRIL 14, 2025  
BY MADELYN EVERS MAN

---

**APPLICANT:** Classic Car Studio LLC  
1002 Hanley Industrial Ct  
St. Louis, Missouri 63144

**OWNER:** LAB 2000, L.L.L.P  
111 Cardinal Villas Dr  
St. Peters, Missouri 63376

**ADDRESS/LOCATION:** 101 Arco Drive  
Ward 6

**ACREAGE:** Approximately 2.81 acres overall

**EXISTING ZONING:** C-2 General Business District

**PROPOSED USE:** Motor Vehicle Sales

**REQUEST**

This conditional use application is for the approval of a Motor Vehicle Sales use located at 101 Arco Drive. The property is zoned C-2 General Business District, which requires approval of a conditional use permit for vehicle sales. The applicant is not proposing changes to the existing site; therefore, a site plan application is not associated with this request.

The applicant, Classic Car Studio LLC, will utilize the building for the storage and sale of classic cars. Outdoor storage will not take place at this site, as the cars are to be stored within the building inside a secure showroom. Also associated with the business, the building will also hold a mechanical shop for the maintenance and repair of the vehicles. Vehicle repair and maintenance is allowed by right within the C-2 zoning district and is therefore not the subject of this review/analysis.

**Consistency with Comprehensive Plan**

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity

centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located in between Activity Center #4 (Cave Springs) and Activity Center #5 (I-70/Zumbehl/West Clay). The proposed motor vehicle sales use at this location is a commercial/auto use similar to others existing around these activity centers and along the corridor connecting the two centers.

**Consistency with Conditional Use standards**

Section 400.980 of the City Code outlines standards of review for the conditional use application. The standards are as follows:

- a) How the proposed conditional use (the use in general) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.
- b) Whether the proposed conditional use (in its proposed location) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.

*Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. The current Ordinance states that a vehicles sales use is compliant with standards of the Zoning Ordinance and additional conditions (if necessary) set by City Council can be acceptable and operate in harmony with the Comprehensive Plan and City Ordinances.*

- c) Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Zoning Ordinance, Comprehensive Plan, or any other plan, program, or ordinance adopted or under consideration pursuant to official notice by the city.

*Based upon a review of the proposal of this use, if conditioned and operated in compliance with the Zoning Ordinance, the use should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city.*

- d) Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property as directed by the Comprehensive Plan.

*Staff believes a proposed vehicle sales use can be compatible within this commercial corridor from a land use perspective and would be consistent with other uses in the area.*

- e) Whether the proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.

*Staff believes the proposed vehicle sales in this location would not have an undue burden on public services.*

- f) Whether the public benefits of the proposed conditional use outweigh the potential adverse impacts of the proposed conditional use as identified above, after taking into consideration any proposal by the petitioner and any requirements recommended by the petitioner and/or City Staff to ameliorate such impacts.

*After review of the proposal, and the above standards for evaluating Conditional Uses, staff believes the proposed use would not have negative impacts that would outweigh any benefits of the use.*

**STAFF RECOMMENDATION**

Staff believes this conditional use permit for a motor vehicles sales use can operate in conformance with City requirements and can be compatible with surrounding land uses if conditioned appropriately. Staff recommends **approval** of the conditional use (CU-2025-03) subject to the following conditions:

1. This conditional use permit for a Motor Vehicle Sales use is issued to the property/business owner (Classic Car Studio LLC) only for the property at 101 Arco Drive and is not transferable to another tenant or location.
2. No balloons, pennants, streamers, flags, inflatable figures, or banners may be used on the property unless specifically permitted by the City's Sign Code.
3. Non-compliance with any building code, property maintenance codes, fire codes, or conditions of this approval is grounds for revocation of the conditional use approval.

**Recommended Motion:**

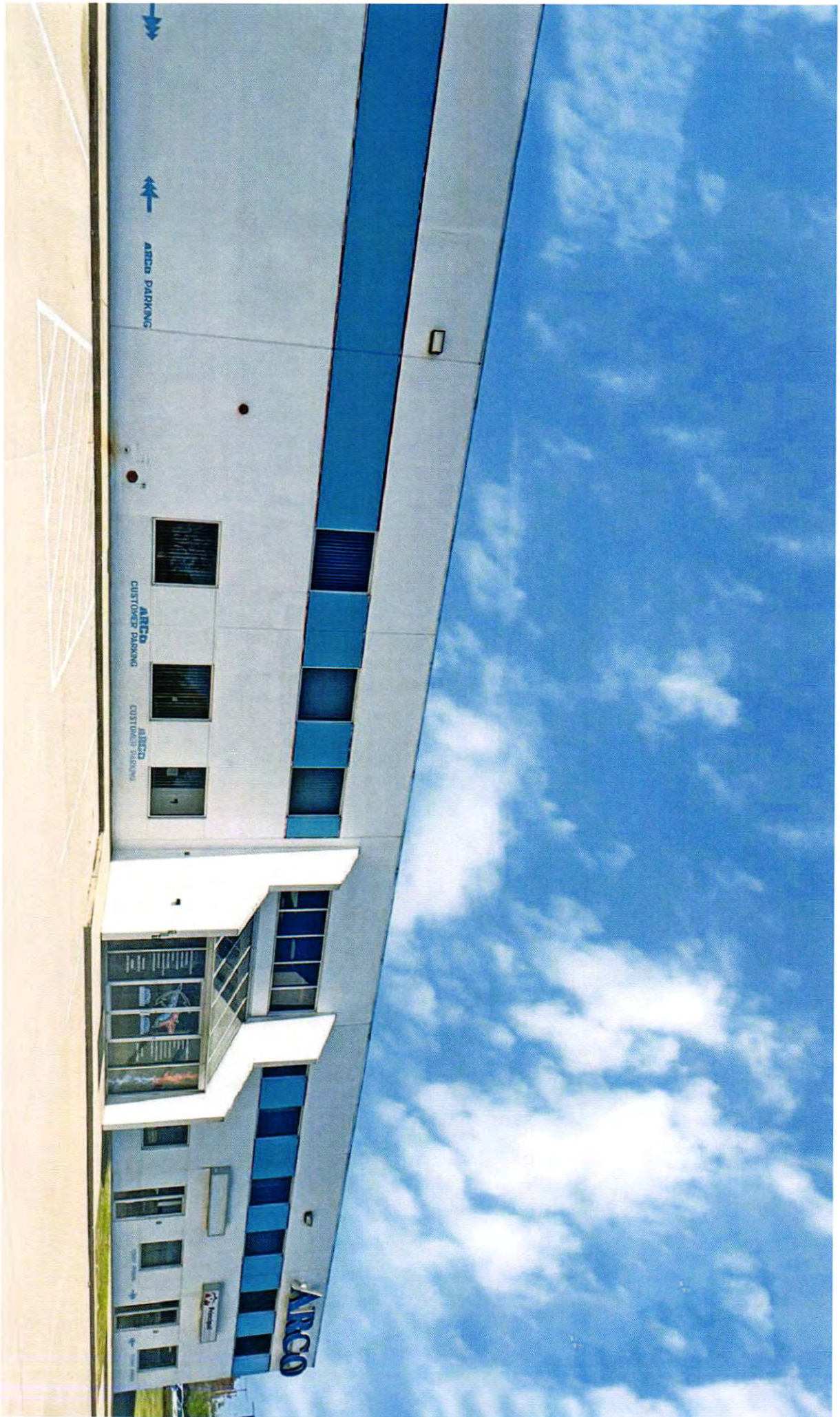
1. *Motion to forward the Conditional Use Permit for a Motor Vehicle Sales use at 101 Arco Drive to the City Council with a favorable recommendation, subject to the conditions recommended by staff.*



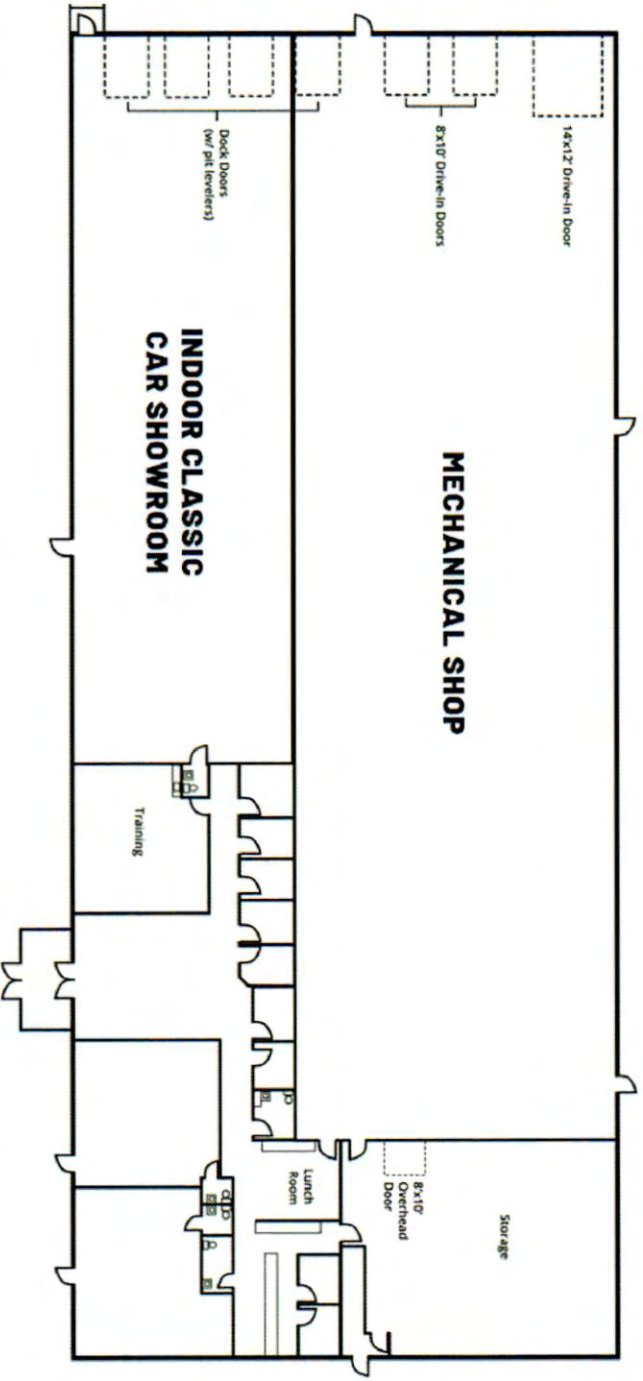
Figure 1: Aerial view of site.



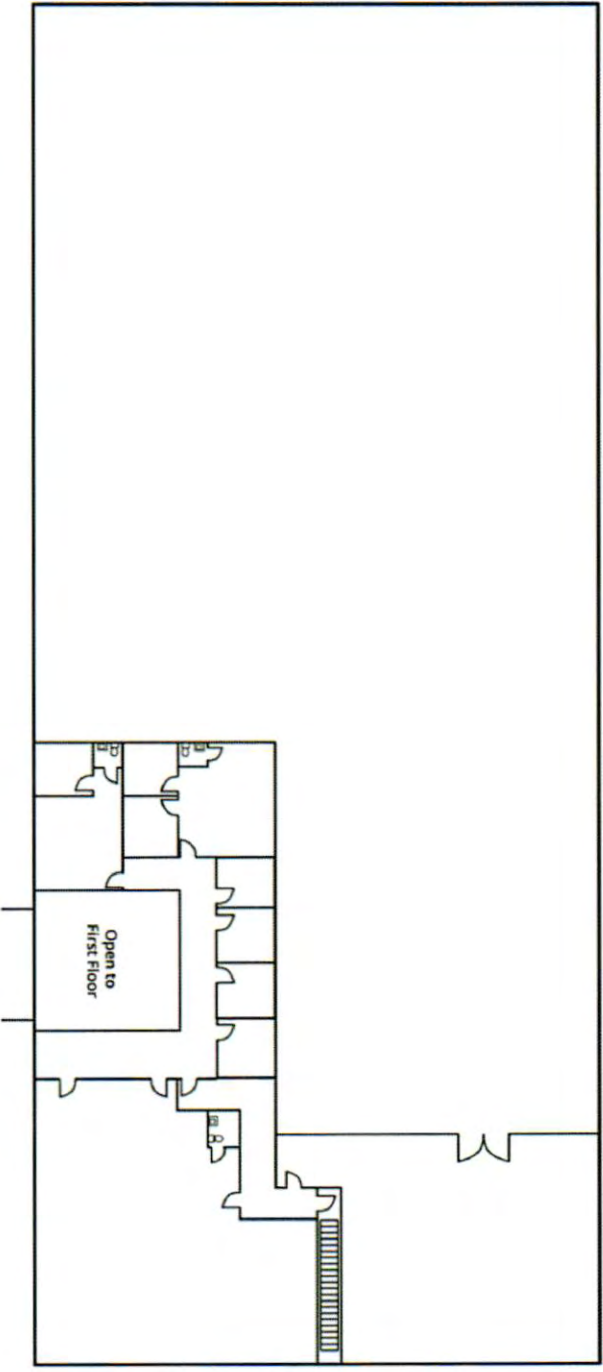
*Figure 2: Street view of site.*

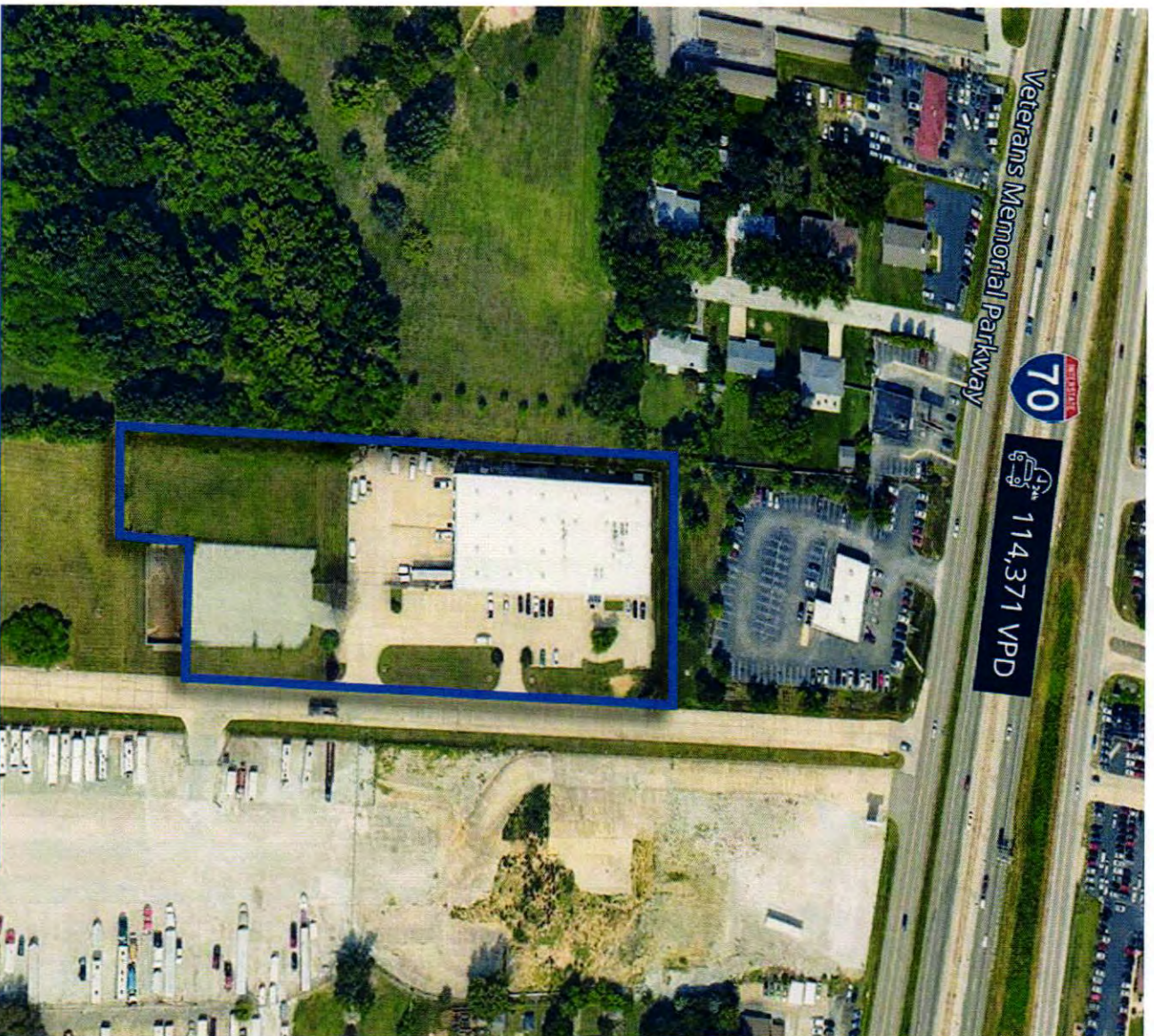


**FIRST  
FLOOR**



**SECOND  
FLOOR**

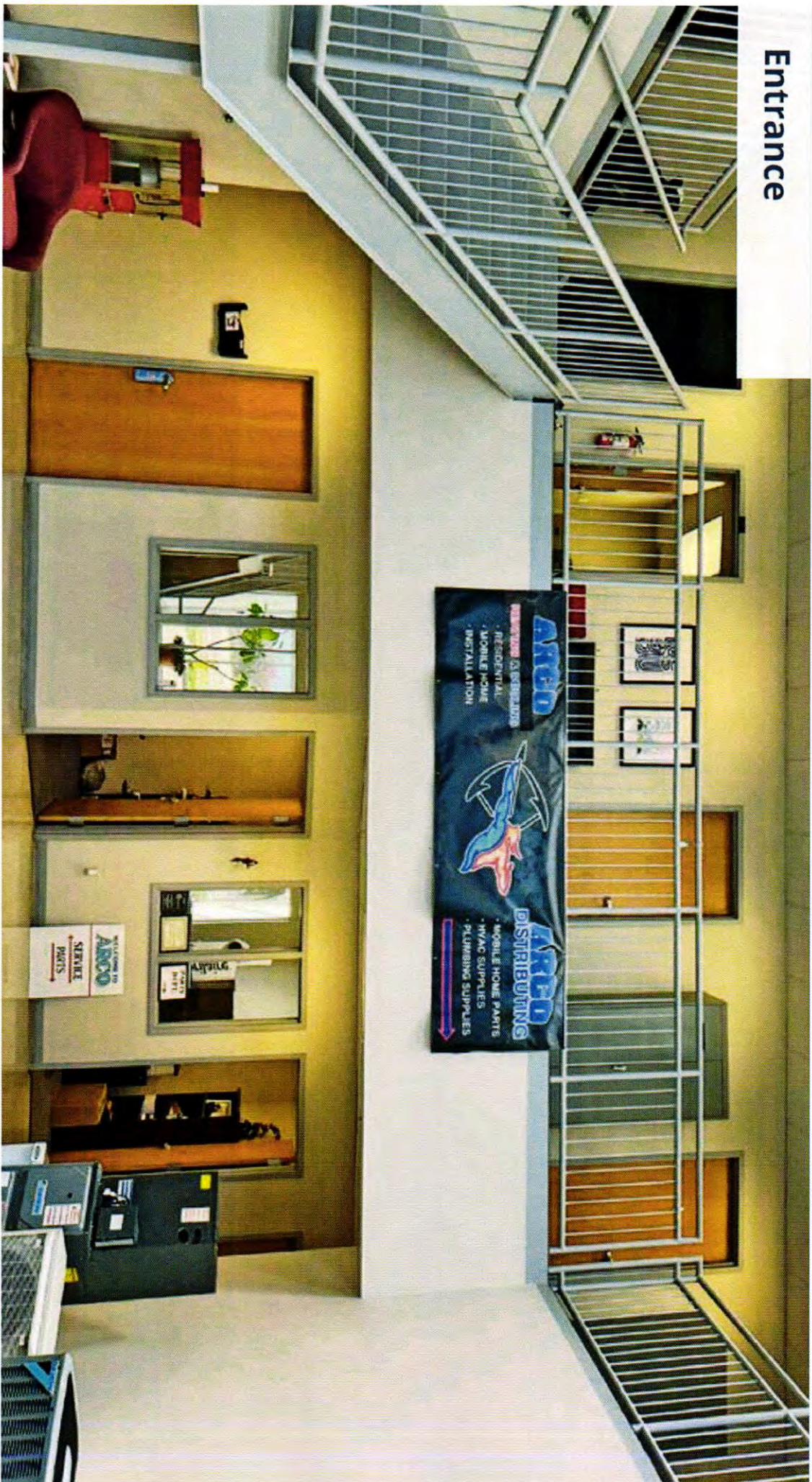




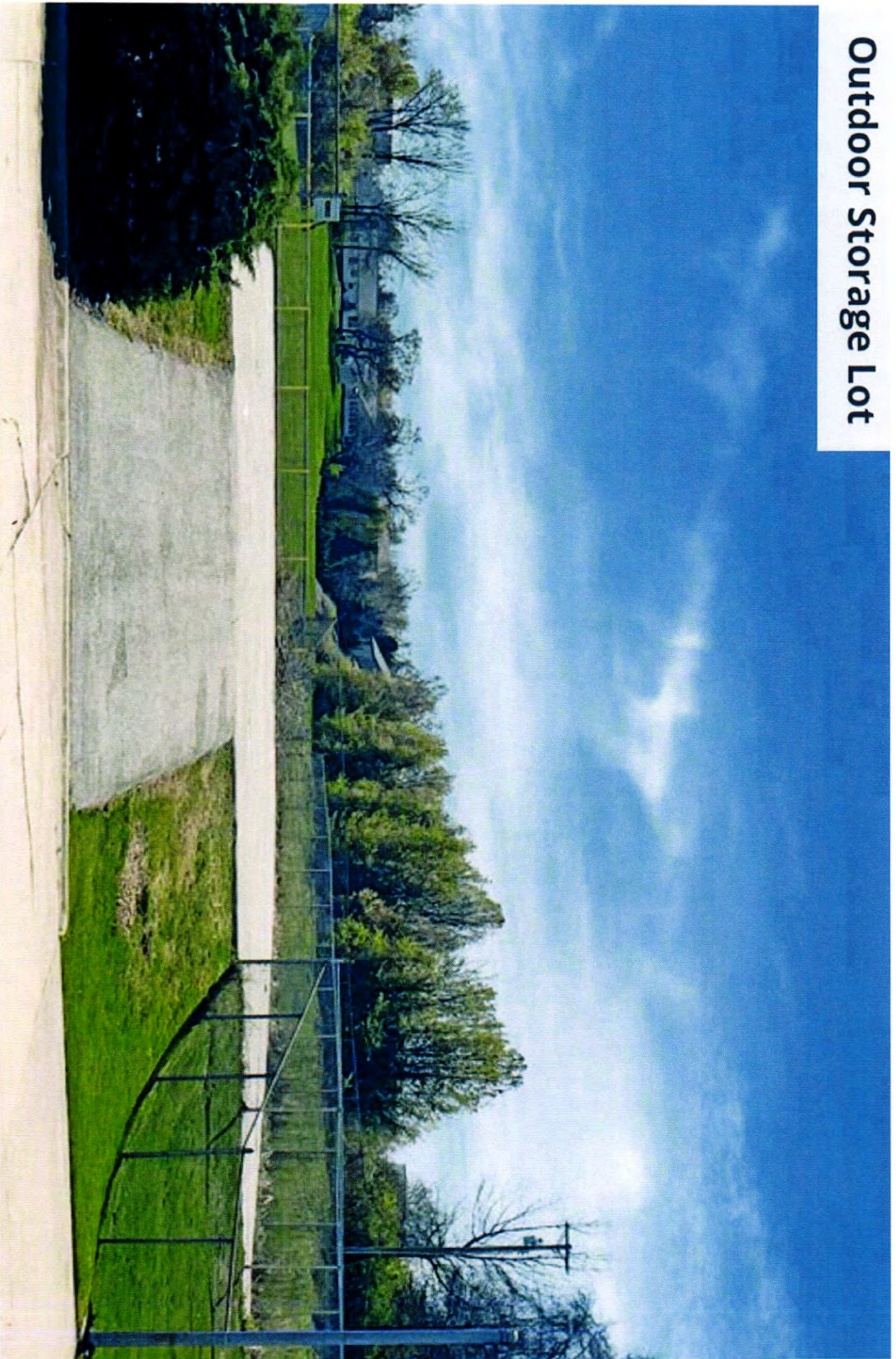
# Property Overview

<b>Address:</b>	95-101 Arco Drive, St. Charles, MO 63303
<b>Building Size:</b>	30,365 SF
<b>Office Area:</b>	11,305 SF
<b>Warehouse Area:</b>	19,060 SF
<b>Building Footprint:</b>	Approximately 240' x 100'
<b>Land Area:</b>	2.81 AC with additional outside storage and/or room to expand
<b>Construction:</b>	Concrete tilt-up
<b>Loading:</b>	Four (4) docks with pit levelers Two (2) 8' x 10' drive-in doors One (1) 14' x 12' drive-in door
<b>Ceiling Height:</b>	20' clear
<b>Sprinkler System:</b>	Dry and wet sprinkler system
<b>Electrical:</b>	3-phase, 600 amps, 208-120 volt system

# Entrance



# Outdoor Storage Lot



# Warehouse



# Loading



### Property Details

Information is current as of 03/06/2025

**Account Number:** TC00030C002

**Parcel ID:** 6-0011-8211-00-0001.00000000

**Owner(s):**

LAB 2000 L P

111 CARDINAL VILLAS DR

ST PETERS, MD 63376

**Property Address:** 101 ARCO DR 63303

**School District:** St Charles

**City:** St. Charles

**Fire District:** St. Charles

**Neighborhood Code:** 5115

**Subdivision:** ARCO BUS RESUB MONARCH PT LOT 2

**Legal Description:** ARCO BUS PK RESUB MONARCH LOT 1

**Lot Size:** 2.8100 AC

[Site Map](#)

### Building Data

**Year Built:** 1993

**Property Type:** IMPROVED COMMERCIAL (C)

**Quality Code:** C - Not Used

**Architectural Type:** 406 - WARFHOUSE, STORAGE  
**Exterior Walls:**

**Bedrooms:** 0

**Total Area:** 24,240

**Bathrooms:** 0

**Base Area:** 24,240

**Half Bathrooms:** 0

**Parking Area:** 0

**Total Rooms:** 0

**Basement Area:** 0

**Fireplaces:** 0

**Finished Basement Area:** 0

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025  
Regular  Special  Work Session   
ATTACHMENT: YES  NO   
Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 2 Sponsor(s): N/A

**Description:**

Case No. CU-2025-04. (Susan Rhodes) An application for a Conditional Use Permit per §400.280(B)(2) for a philanthropic meeting facility use within the CRD-II/EHP Central Residential District Two within the Extended Historic Preservation District at 601 S 4th Street. The subject property is located in Ward 2.

**Contract Extension/Renewal:** Yes  No   
**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove   
**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

This request is for a new Conditional Use Permit for a philanthropic meeting facility use located at 601 S 4th Street. The property is located within the CRD-II/EHP Central Residential District Two within the Extended Historic Preservation District, and City Ordinance requires approval of a Conditional Use Permit for a philanthropic meeting facility within this zoning district.

The Planning and Zoning Commission considered this item at their April 14, 2025 meeting where the applicant was present and there were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed) subject to the attached conditions.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: MPE Dept. Dir. [Signature] Finance Dir. N/A Dir. of Admin. JP for 20

**CU-2025-04: 601 S 4<sup>th</sup> Street – Recommended Conditions**

1. This conditional use permit for a meeting facility use is issued to the applicant (Susan Rhoads) and business (The Space for Her LLC) only for the property located at 601 S 4<sup>th</sup> Street and is not transferable to another location and/or tenant/business.
2. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.
3. The accessory meeting facility use for private events shall remain secondary, and not supersede the primary Philanthropic Meeting Facility Use.
4. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
5. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.



**AGENDA ITEM #5**

**STAFF REPORT  
CONDITIONAL USE NO. CU-2025-04  
PHILANTHROPIC  
MEETING FACILITY  
301 S 4<sup>TH</sup> STREET**

**APRIL 14, 2025  
BY MADELYN EVERS MAN**

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<b><i>APPLICANT/OWNER:</i></b>	Susan Rhoads The Space for Her LLC 3325 Shutten Street St. Charles, MO 63301
<b><i>ADDRESS/LOCATION:</i></b>	601 S 4 <sup>th</sup> Street Ward 2
<b><i>ACREAGE/SIZE:</i></b>	12,300 square feet (overall)
<b><i>CURRENT ZONING:</i></b>	CRD-II/EHP Central Residential District Two within the Extended Historic Preservation District
<b><i>PROPOSED USE:</i></b>	Philanthropic Meeting Facility

**SUMMARY/ANALYSIS**

This request is for a Philanthropic Meeting Facility located at 601 S 4<sup>th</sup> Street. The property is located within the CRD-II/EHP Central Residential District Two within the Extended Historic Preservation District. The CRD-II District requires approval of a Conditional Use Permit for Philanthropic Meeting Facilities. This property is currently vacant; however, the property has historically been used as a meeting facility for the Laborer's Union. The applicant proposing the implementation of a meeting space a non-for profit organization, The Space for Her.

The Conditional Use request is specific to a philanthropic meeting facility. The Space for Her is a faith based organization which holds regular meetings and outreach events. Per the provided business plan, the space will be primarily utilized for nonprofit activities, including; "educational programs, community outreach, and other charitable initiatives". In order to generate revenue, the applicant is also proposing an accessory meeting facility use for private events. This secondary use will be approximately 35% of the total annual usage.

**Consistency with Comprehensive Plan**

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity

centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located nearest to Activity Center #6 (Historic Downtown). The proposed philanthropic meeting facility at this location associated with a permitted uses can be compatible with its residential surroundings along the S Fourth Street.

**Consistency with Conditional Use standards**

Section 400.980 of the City Code outlines standards of review for the conditional use application. The standards are as follows:

- a) How the proposed conditional use (the use in general) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.
- b) Whether the proposed conditional use (in its proposed location) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.

*Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 601 S 4<sup>th</sup> Street adjacent the Activity Center #6. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.*

- c) Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Zoning Ordinance, Comprehensive Plan, or any other plan, program, or ordinance adopted or under consideration pursuant to official notice by the city.

*Based upon a review of the proposed land uses, if conditioned properly and operated in compliance with the Zoning Ordinance, the proposal should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city.*

- d) Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property as directed by the Comprehensive Plan.

*Staff believes the proposed meeting facility use as proposed can be compatible within its commercial surroundings and should not produce negative effects to neighboring properties or the neighborhood. Based upon the provided business plan and former similar use as a meeting facility for the Laborer's Union, staff believes this use will operate in a manner that is consistent with the area. Additionally, this proposal is right outside of the*

*Fifth Street Overlay, which is also supportive of the proposed use.*

- e) Whether the proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.

*Staff believes the proposed conditional use in this location will not have an undue burden on public services as this proposal has been reviewed by Community Development, Finance, and Fire Departments with no outstanding comments.*

- f) Whether the public benefits of the proposed conditional use outweigh the potential adverse impacts of the proposed conditional use as identified above, after taking into consideration any proposal by the petitioner and any requirements recommended by the petitioner and/or City Staff to ameliorate such impacts.

*After review of the proposal, and the above standards for evaluating Conditional Uses, staff believes the proposed uses if conditioned properly would prevent any potential adverse impacts and the public benefits would outweigh any potential adverse impacts.*

Furthermore, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to location in the recommendations. The proposed use complies with the above standards.

#### **STAFF RECOMMENDATION**

This conditional use can operate in conformance with City requirements, is compatible with surrounding land uses and complies with the Comprehensive Plan. Staff recommends approval of the proposed conditional use for a Philanthropic Meeting Facility associated with permitted uses subject to the following conditions:

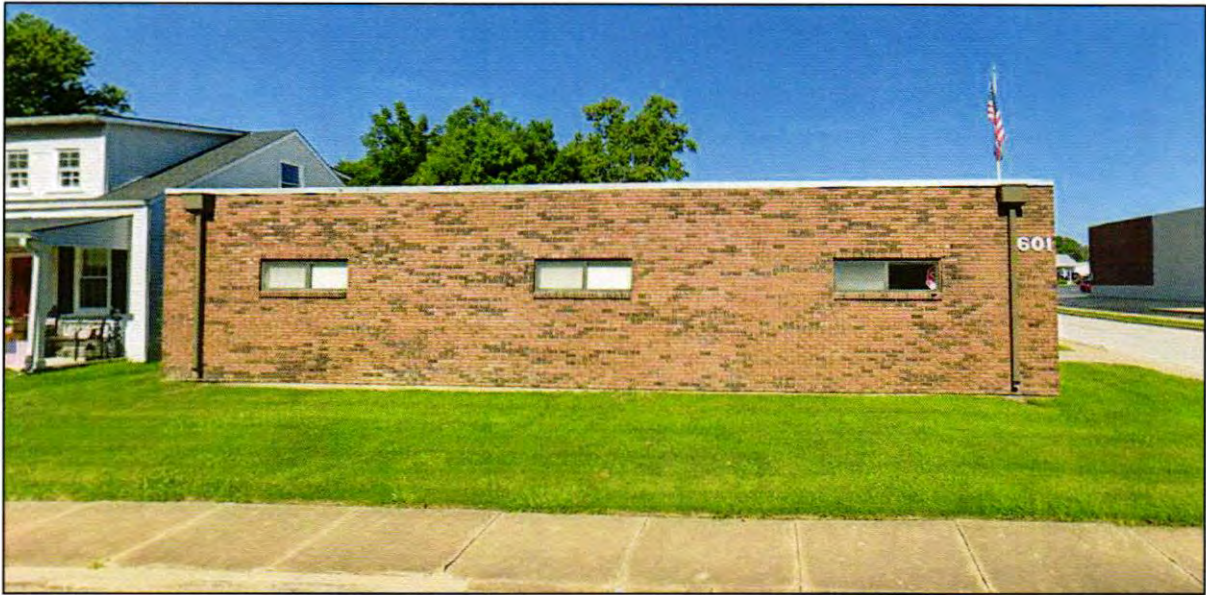
1. This conditional use permit for a meeting facility use is issued to the applicant (Susan Rhoads) and business (The Space for Her LLC) only for the property located at 601 S 4<sup>th</sup> Street and is not transferable to another location and/or tenant/business.
2. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.
3. The accessory meeting facility use for private events shall remain secondary, and not supersede the primary Philanthropic Meeting Facility Use.
4. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
5. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

**Recommended Motion:**

*Motion to forward the Conditional Use Permit application for a Philanthropic Meeting Facility use at 601 S 4<sup>th</sup> Street to the City Council with a favorable recommendation, subject to the conditions recommended by staff.*



**Figure 1: Aerial photo of the subject site.**



**Figure 2:** Street view of the subject site.

## **Proposal for Multi-Use Space: Nonprofit and Event Rental Facility**

**Submitted to: Planning & Zoning Commission and City Council**

**Introduction:** This proposal seeks approval for the establishment of a multi-use facility that will primarily serve nonprofit activities while also functioning as a rental space for community events, including showers, birthdays, and friend/family gatherings. The facility will provide a sustainable model by generating income through rentals while maintaining a primary focus on nonprofit programming.

### **Project Purpose and Objectives**

- **Primary Purpose:** The facility will primarily be used to support nonprofit activities, including educational programs, community outreach, and other charitable initiatives.
- **Secondary Purpose:** To sustain operations, the space will be available for event rentals such as private gatherings, celebrations, and meetings.

**Proposed Space Usage** Based on projections, the facility will be utilized as follows over the course of a year:

- **Nonprofit Activities (Primary Use):** Approximately 65% of total annual usage.
  - Weekly nonprofit meetings, workshops, and educational programs (~3-4 days per week).
  - Monthly community outreach events and resource distributions.
  - Seasonal nonprofit fundraising and awareness events.
- **Event Rentals (Secondary Use):** Approximately 35% of total annual usage.
  - Weekend and evening rentals for private events (~2-3 days per week as availability permits).
  - Weekday rental for small businesses and leadership groups
  - Special holiday and seasonal event bookings.
  - Flexible scheduling to ensure nonprofit activities remain the priority.

### **Zoning and Planning Considerations**

- The proposed use aligns with community-focused zoning objectives by providing a dual-purpose facility that benefits residents.
- Adequate parking, accessibility, and noise considerations will be addressed to ensure minimal disruption to the surrounding area.
- The facility will comply with all necessary health, safety, and occupancy regulations.

### **Community Benefits**

- Provides a dedicated space for nonprofit services that directly support community needs.
- Offers an affordable and accessible venue for local residents to host private events.
- Generates sustainable revenue to maintain and improve nonprofit programs.

- Encourages community engagement and collaboration through shared use of space.

**Conclusion** This proposal presents a viable solution for combining nonprofit activities with a financially sustainable rental model. Approval of this project will allow for the effective use of space that benefits both charitable initiatives and community members seeking a venue for gatherings. We look forward to collaborating with city officials to bring this vision to life.

**Request for Approval** We respectfully request approval for the proposed zoning and planning adjustments necessary to establish this nonprofit and rental facility. We welcome any recommendations from the Planning & Zoning Commission and City Council to ensure this space serves the community effectively.

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 4

Sponsor(s): N/A

**Description:**

Case No. CU-2025-05. (PM Design Group – Justin Coffman) An application for a Conditional Use Permit per §400.220(C)(1)(f) for Secondhand Sales (thrift store) within the C-2 General Business District located at 1690 Country Club Plaza Drive. The subject property is located in Ward 4.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

This request seeks approval for Savers, a donation and secondhand sales chain located at 1690 Country Club Plaza Drive. While thrift stores and their donation drop-off areas can sometimes create visual clutter, the applicant notes that this donation center will be continuously staffed by one or two employees and provide additional measures to prevent unauthorized dumping overnight (see attached Justification Letter). The Planning staff has also provided conditions to help mitigate possible future violations.

Associated with this application, the Commission approved a Site Plan (SP-2025-04) for minor site improvements for a donation drop-off area, subject to the approval of this Conditional Use.

The Planning and Zoning Commission held a public hearing on this item at their April 14, 2025 meeting where the applicant spoke and there were no speakers from the public on this application. The application was forwarded with a recommendation of approval (9 in favor, 0 opposed), with the attached conditions.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: LAB Dept. Dir. [Signature] Finance Dir. N/A Dir. of Admin. [Signature]

### **CU-2025-05: 1690 Country Club Plaza Drive – Recommended Conditions**

1. This Conditional Use Permit for secondhand sales (thrift store) is issued to Savers, only for the property located at 1690 Country Club Plaza Drive and is not transferable to another location and/or tenant/business.
2. The hours of operation are listed as 10:00 am to 9:00 pm Monday through Saturday and 10:00 am to 7:00 pm on Sunday. Upon sufficient cause, the Department of Community Development may adjust these hours at the request of the applicant.
3. For ease of Noise Control enforcement, the trash compactor schedule should follow the operations schedule listed within the applicant's Justification Letter.
4. No outdoor display of merchandise is permitted, unless otherwise permitted by the Zoning Code.
5. The Donation Center shall be posted with signage clearly identifying permitted hours for drop-off, in addition to "No Dumping" and video surveillance signage.
6. All unauthorized donation drop-offs shall be removed from the exterior of the property immediately upon opening. Failure to comply with this condition is grounds for revocation of the conditional use approval.
7. All donation carts shall be stored within a cart corral during regular business hours and stored inside during non-donation drop-off hours.
8. No temporary tents are permitted, unless otherwise permitted by the Zoning Code.
9. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.



**AGENDA ITEMS #7 & 8**

**STAFF REPORT  
CONDITIONAL USE NO. CU-2025-05  
(SECONDHAND SALES)  
& SITE PLAN NO. SP-2025-04  
(SITE IMPROVEMENTS)**

**1690 COUNTRY CLUB PLAZA DRIVE**

**APRIL 14, 2025  
BY LARA BERRY**

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<b><i>APPLICANT:</i></b>	PM Design Group – Justin Coffman 445 Hutchinson Avenue, Suite 960 Columbus, OH 43235
<b><i>OWNER:</i></b>	River Center Limited Partnership c/o Pace Properties, Inc. 1401 S Brentwood Boulevard, Suite 900 St. Louis, MO 63144
<b><i>ADDRESS/LOCATION:</i></b>	1690 Country Club Plaza Drive Ward 4
<b><i>TENANT SPACE SIZE:</i></b>	Approx. 18,600 sq. ft.
<b><i>CURRENT ZONING:</i></b>	C-2 General Business District
<b><i>PROPOSED USE:</i></b>	Secondhand Sales (Thrift Store)

**SUMMARY/ANALYSIS**

This request seeks approval for secondhand sales located at 1690 Country Club Plaza Drive. The tenant space is approximately 18,600 square feet within the Country Club Place Shopping Center. Under current City Ordinances, a Conditional Use Permit is required for secondhand sales. The proposed tenant for this location is Savers, a secondhand sales retail chain found in numerous locations around the country. Associated with the thrift store use, the applicant is proposing some site improvements to accommodate a donation drop-off area and a trash compactor enclosure.

**Site Plan**

As previously noted, the applicant has provided updated elevations and site plan aimed at "retrofitting" the existing building and surrounding area to better align with the donation operations of the thrift store (Figures 1 & 2 on Page 2). The remaining building façade will remain largely intact with the exception of a new donation drop-off area on the north side of the building, to include a concrete ramp leading to a designated donation door, staging area, designated donation parking, and a trash compactor enclosure.

According to Sheet A00.8 of the proposed site plan, attached, the trash compactor will be enclosed with CMU walls with a steel sight-proof gate painted to match the existing building finishes. The applicant notes that the compactor will not be used between the hours of 11PM and 6AM in compliance with the City's Noise Control Ordinance (Section 230.030).

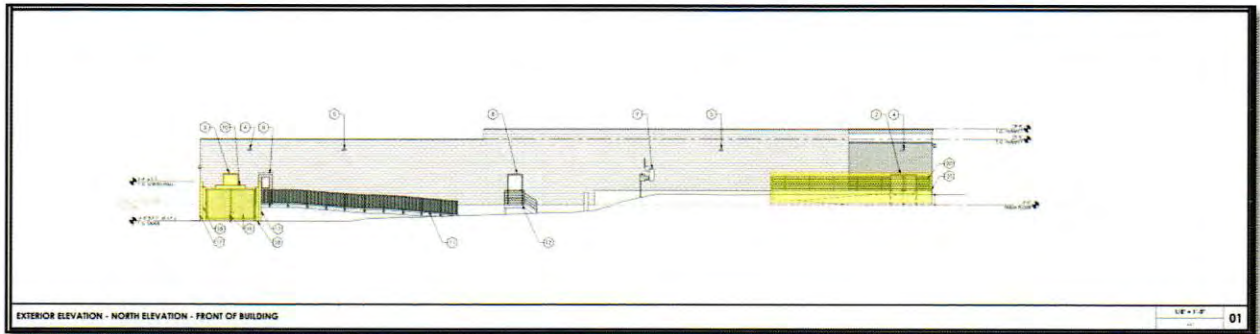


Figure 1: Proposed Elevations.

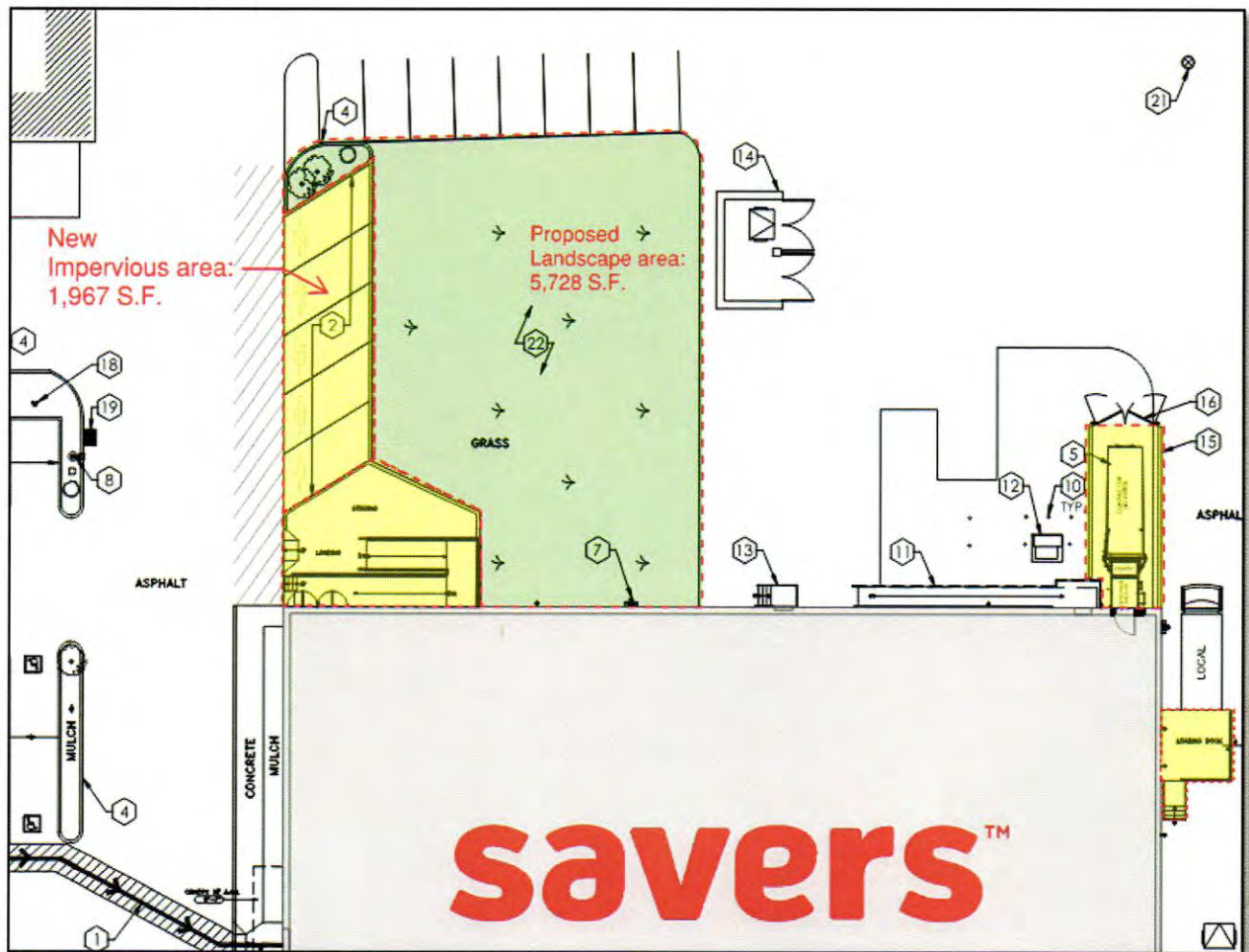


Figure 2: Proposed Site Plan.

### **Conditional Use Permit**

As indicated by the attached Justification Letter, donation customers will park in the newly dedicated parking spots where they will be met by a Donation Center staff member to load the donations into carts and immediately taken inside the store.

While thrift stores and their donation drop-off areas can sometimes create visual clutter, the applicant notes that this donation center will be continuously staffed by one or two Savers employees. In their opinion, the presence of staff, combined with "No Dumping" signage and surveillance cameras, will help deter overnight and unauthorized dumping. Additionally, it is their policy for employees to inspect the donation area upon opening each day and promptly remove any items left overnight.

It should be noted that Savers had a previous location (2015 – 2019) in the City at 1920 Zumbahl Road in the Zumbahl Commons Plaza (the Schnuck's plaza). Upon review of City records, staff was unable to find any violations of City Code regarding trash/debris related to the donation operations during that time. However, staff has provided conditions to help mitigate any possible future violations.

### **Consistency with Comprehensive Plan**

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located between Activity Center # 8 (I-70/Highway 94) and Activity Center #10 (Page Avenue/Highway 94). The proposed secondhand sales at this location can be compatible with its commercial/retail surroundings along the S. First Capitol Drive corridor.

### **Consistency with Conditional Use standards**

Section 400.980 of the City Code outlines standards of review for the conditional use application. The standards are as follows:

- a) How the proposed conditional use (the use in general) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.
- b) Whether the proposed conditional use (in its proposed location) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.

*Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic*

*if not located and/or conditioned properly. In this case, the proposal is located along S. First Capitol Drive (Highway 94), in between Activity Centers #8 and #10. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.*

- c) Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Zoning Ordinance, Comprehensive Plan, or any other plan, program, or ordinance adopted or under consideration pursuant to official notice by the city.

*Based upon a review of the proposal, this business, if conditioned and operated properly should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city. Staff believes this use, if conditioned appropriately, will operate in a manner that is consistent with the area.*

- d) Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property as directed by the Comprehensive Plan.

*Staff believes the secondhand sales use can be compatible with its commercial surroundings and should not produce negative effects to neighboring properties or the neighborhood, if conditioned appropriately.*

- e) Whether the proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.

*The proposed use is located within an existing shopping plaza with multiple users. Staff does not anticipate any new issues associated with this request.*

- f) Whether the public benefits of the proposed conditional use outweigh the potential adverse impacts of the proposed conditional use as identified above, after taking into consideration any proposal by the petitioner and any requirements recommended by the petitioner and/or City Staff to ameliorate such impacts.

*After review of the proposal and the above standards for evaluating Conditional Uses, staff believes the proposed use and conditions proposed would prevent any potential adverse impacts and the public benefits would outweigh any potential adverse impacts.*

Furthermore, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to location in the recommendations. The proposed land uses comply with the above standards.

### **STAFF RECOMMENDATION**

#### **CU-2025-05:**

This conditional use can operate in conformance with City requirements, is compatible with surrounding land uses and complies with the Comprehensive Plan of the City of St. Charles. Staff recommends **approval** of the proposed conditional use for Secondhand Sales (thrift store) use, subject to the following conditions:

1. This Conditional Use Permit for secondhand sales (thrift store) is issued to Savers, only for the property located at 1690 Country Club Plaza Drive and is not transferable to another location and/or tenant/business.
2. The hours of operation are listed as 10:00 am to 9:00 pm Monday through Saturday and 10:00 am to 7:00 pm on Sunday. Upon sufficient cause, the Department of Community Development may adjust these hours at the request of the applicant.
3. For ease of Noise Control enforcement, the trash compactor schedule should follow the operations schedule listed within the applicant's Justification Letter.
4. No outdoor display of merchandise is permitted, unless otherwise permitted by the Zoning Code.
5. The Donation Center shall be posted with signage clearly identifying permitted hours for drop-off, in addition to "No Dumping" and video surveillance signage.
6. All unauthorized donation drop-offs shall be removed from the exterior of the property immediately upon opening. Failure to comply with this condition is grounds for revocation of the conditional use approval.
7. All donation carts shall be stored within a cart corral during regular business hours and stored inside during non-donation drop-off hours.
8. No temporary tents are permitted, unless otherwise permitted by the Zoning Code.
9. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.

#### **SP-2025-04:**

Staff recommends approval of the proposed Site Plan for elevations and site improvements at 1690 Country Club Drive, subject to the following conditions:

1. This Site Plan shall be null and void if the Conditional Use Permit (CU-2025-05) is not approved by the City Council.
2. A cart corral shall be provided in the staging area to organize and secure the donation carts.

#### **Recommended Motions:**

*CU-2025-05: Motion to forward application CU-2025-05 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.*

*SP-2025-04: Motion to approve application SP-2025-04, subject to the conditions recommended by staff.*



Figure 3: Aerial view.



Figure 4: Street view.

April 04, 2025

City of Saint Charles Missouri  
PLANNING DIVISION  
200 N. 2<sup>nd</sup> Street, # 303  
St. Charles, MO 63301  
Phone: (636)949-3222

RE: Savers in St. Charles, MO  
1690 Country Club Dr  
St. Charles, MO 63303

Dear City of St. Charles Planning Division,

This office represents TVI, Inc., dba Savers, a publicly traded company (NYSE: SVV) and leading retailer of secondhand clothing and goods with more than 340 stores across the United States, Canada and Australia. Savers proposes to significantly upgrade the property located at 1690 Country Club Dr (the "Property"), which is currently vacant, with a new Savers store (the "Project").

Savers provides substantial benefits to the communities in which it operates. Savers is a professional fundraiser soliciting donations on behalf of numerous non-profit partners, it then pays the non-profit partners to purchase the goods in bulk, providing these non-profits with significant revenue. Second, by providing a place for consumers to donate or purchase secondhand clothing, books, and household items, the Savers business model benefits the environment and relieves pressure and cost on local government waste collection. Savers was proud to divert more than **3.2 billion pounds** of material from the waste stream over a recent five-year period (2019-2023) and paid our nonprofit partners more than **\$530 million** for donations of reusable goods during that same time period. Third, as a for-profit retail company, Savers collects sales tax revenue in the states it operates in.

The Sage Policy Group studied Savers' economic and environmental impacts in Maryland for 2022. Based on its findings, Sage concluded that, while impacts may vary by location and state, each new U.S. Savers location could be expected to:

- Create direct and secondary jobs through multiplier effects.
- Make substantial payments to local nonprofit partners.
- Divert roughly 2,000 tons of solid waste from the local waste stream each year; producing an equivalent amount of fiber would generate 7,000 tons of CO<sub>2</sub>-eq, an amount equal to the annual CO<sub>2</sub> output of 1,400 average passenger cars each year.
- Reduce the burden on local waste management services, putting money back in the pockets of taxpayers.

The Project will be located within vacant office space adjacent to Dollar General retail space, Assessor's Parcel number A850004257. The existing 18,895 square foot space is in a two tenant, freestanding, single

story building within a shopping complex. The property is 2.76 acres.

### Project Components

1. Savers signage, including green Savers signage to indicate the donation drop off area.
2. Installing a compactor at the back of the store.
3. Providing a staffed Community Donation Center at the side of the building. 5 donation parking spaces will be constructed with adjacent staging area. The new stalls will be denoted as “reserved donation parking only” to be used as a 5 minute parking stall for customers donating. Due to grade change, a ramp will be provided up to the finish floor level. All donations will be immediately brought into the store from the customer to the employee. No customers will enter the donation center.
4. Tenant improvement of the interior. New fixtures for the sale and purchase of goods.
5. Existing parking will not change.
6. New loading dock and exterior door will be constructed for local deliveries.

The new Savers will transform the existing vacant space to a clean, full-time commercial enterprise, rejuvenating and enhancing the shopping center.

### Hours and Staffing

Business hours: 10:00 am to 9:00 pm Monday – Saturday, Sunday 10:00 am to 7:00 pm.

CDC Hours: Same as Business Hours

Employees per shift: 45-50.

Employees will generally be on site beginning at approximately 7:00 am.

Loading and Deliveries only occur during the hours of 7:00 am to 7:00 pm

### Compactor Operation

Savers finds reuse homes for most items it receives, either through store sales or by selling unsold items to wholesale partners that work to keep material out of the landfill. However, there are items that people donate to

Savers’ nonprofit partners that may be broken, damaged, or otherwise unfit for reuse. In these instances, Savers has found that, by far, the most efficient option is to operate a compactor behind their stores, for several reasons.

Hours of operation: Used during production hours, 7:00 am to 5:00 pm. Typically run 2-3 times per day and picked up by hauler 3-4x a week.

There are many benefits to the use of compactors. Compactors do not need to be hauled away as often as open-top containers, which cuts down on hauling activity (including noise), traffic, and vehicle miles/emissions.

Compactors are also a very clean option, as they are self-contained and require less space than multiple open-top containers. They substantially reduce the volume of waste sent to landfills when compared to a typical open-top container.

Important to our neighbors, compactors are also cleaner and safer than open-top containers, since

material is sealed up inside and there is virtually no opportunity for “dumpster diving”, arson and similar activities.

#### Recycling and Organics

1. Savers will set up a 32 to 96 gallon tote staged inside picked up 1x per week for organic scrap.
2. All old corrugated containers (OCC) will be bailed and picked up by their bale vendor 3x a week.
3. If Commingle is required by local authority, Savers will provide 3 small totes, 32 gallon to 96 gallon staged inside for paper, plastic, and aluminum (using at 1243) 1x per week.

#### Other Waste

1. Hazardous waste – via our hazardous waste vendor, tote and shelving system stage inside picked up as needed.
2. E-waste – via gaylords and pallets staged inside picked up as needed.
3. Books/paper – via SRI recycled/reused via gaylords staged inside.

Savers is committed to operating its stores, including the compactor, in a safe, clean manner as a good neighbor.

#### Receiving Donations and Combatting Dumping

The Project’s Community Donation Center will be staffed by one or two Savers employees at all times, which will prevent dumping and result in responsible management. Further, Savers will place “no dumping” signage at the Property and will install surveillance cameras to discourage overnight dumping.

Intent would be to stage 4-8 empty 12-bushel poly carts to use as soon as a donor pulls up. Once donations are unloaded into a poly cart, that is immediately taken inside the store, then brought back empty to the staging area outside. No donations would be stored outside, just empty poly carts to use when a donor pulls up. Pop-up tents will be used to protect employees from the weather as needed.

Upon arrival, employees immediately check the donation area to remove any donations that are left overnight to ensure that the donation area is kept clean and orderly.

Thank you in advance for your consideration and I look forward to speaking with you soon.

Respectfully,



Justin Coffman, Assistant Project Manager  
PM Design Group  
614-610-4235

**RCA FORM (OFFICE USE ONLY)**

Bill # 13980

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance



Ward(s): All

Sponsor(s): GALBA & HABERSTROH

**Description:**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY REPEALING SECTION 400.310 OF THE ZONING CODE PERTAINING TO RESIDENTIAL PERMIT PARKING DISTRICTS, AMENDING CHAPTER 350 OF THE TRAFFIC CODE TO ENACT A NEW ARTICLE AND SECTION 350.430 ESTABLISHING RESIDENTIAL PERMIT PARKING ZONES, AND OTHER RELATED CODE AMENDMENTS

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

The purpose of a Residential Parking Permit District is to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multifamily or non-residentially zoned districts. Currently, requests are managed by the City's Community Development Department with recommendations through the Planning and Zoning Commission and approval by ordinance through the City Council. There is a desire to update the residential permit parking requirements and process with a consideration of shifting responsibility to be managed by the Engineering Department with recommendations through Street Committee and approval by City Council. This would streamline the permit parking process by aligning it with other parking and traffic management issues already being managed by the Engineering Department with Street Committee oversight. The attached ordinance contains the proposed City Code changes to the residential permit parking process. Changes have been made based on discussions with Street Committee. In the City Traffic Code, a new Article VII and Section 350.430 will be established to replace the current code related to residential permit parking districts. Staff, Street Committee and Planning & Zoning Commission recommend approval.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** \$ 0.00 N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: NG Dept. Dir. DM Finance Dir. Jao Dir. of Admin. W. H. H.

Sponsors: Michael Galba, Bart Haberstroh

AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY REPEALING SECTION 400.310 OF THE ZONING CODE PERTAINING TO RESIDENTIAL PERMIT PARKING DISTRICTS, AMENDING CHAPTER 350 OF THE TRAFFIC CODE TO ENACT A NEW ARTICLE AND SECTION 350.430 ESTABLISHING RESIDENTIAL PERMIT PARKING ZONES, AND OTHER RELATED CODE AMENDMENTS.

WHEREAS, Residential Parking Permit Districts are superimposed zoning districts and are intended to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multi-family or non-residentially zoned districts; and

WHEREAS, the Planning and Zoning Commission and the City Council’s Street Committee have recommended an update to the residential permit parking requirements and process, and determined it is desirable to shift management responsibility related to such zoning districts from the Community Development Department to the Engineering Department, with recommendations through the Street Committee and approval by the City Council; and

WHEREAS, the transfer of responsibility as described above will streamline the permit parking process by aligning it with other parking and traffic management issues already being managed by the Engineering Department with Street Committee oversight.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI, AS FOLLOWS:

SECTION 1. Section 400.060 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.060. Districts Established.**

A. In order to regulate and restrict the location and use of buildings and land for residence, trade, industry and other purposes and to regulate and restrict the location, height and size of buildings hereafter erected or structurally altered, the size of yards and other open spaces and the density of population, the following zoning districts are hereby established:

- 1. “A” Agricultural District
- 2. “R-1C,” “R-1D” and “R-1E” Single-Family Residential Districts
- 3. “R-2” Two-Family Residential District

- |     |         |   |
|-----|---------|---|
| 4.  | “R-3A”  | Multiple-Family Residential District                        |
| 5.  | “R-M”   | Manufactured/Modular Residential District                   |
| 6.  | “O-I”   | Office Institution District                                 |
| 7.  | “HCD”   | Historic Commercial District                                |
| 8.  | “C-1”   | Neighborhood Business District                              |
| 9.  | “C-2”   | General Business District                                   |
| 10. | “C-3”   | Highway Business District                                   |
| 11. | “I-1”   | Light Industrial District                                   |
| 12. | “I-2”   | Heavy Industrial District                                   |
| 13. | “PD”    | Planned Development District                                |
| 14. | “PD-RF” | Planned Development Riverfront District                     |
| 15. | “CBD”   | Central Business District                                   |
| 16. | “CRD”   | Central Residential District                                |
| 17. | “FD”    | Frenchtown District   |
| 18. | “SD”    | Superimposed Districts:                                     |
|     |         | <del>Residential Permit Parking District "RPPD"</del>       |
|     |         | <del>Wellhead Protection District "WHP"</del>               |
|     |         | <del>South Main Preservation District "SMPD"</del>          |
|     |         | <del>Extended Historic Preservation District "EHP"</del>    |
|     |         | <del>Historic Downtown District "HDD"</del>                 |
|     |         | <del>Frenchtown Preservation District "FPD"</del>           |
|     |         | <del>Commons Preservation District "CPD"</del>              |
|     |         | <del>Landmark Preservation District "LMPD"</del>            |
|     |         | <del>Fifth Street Corridor/Hospital District "FSC/HD"</del> |

SECTION 2. Section 400.300 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.300. "SD" Superimposed Districts – Application.**

Underlined text is inserted. <del>Struck through</del> text is deleted.
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To enable the "superimposed district" to operate in harmony with the plan for land use and population density embodied in this Chapter, the "HP" Historic Preservation District, the "RPPD" Residential Parking Permit District and the "EHP" Extended Historic Preservation District, are created as special districts to be superimposed on the other districts contained in this Chapter or amendments hereto and are to be so designated by the City Council and depicted by a special symbol for their boundaries on the Zoning District Map. If there is a conflict between regulations of an underlying district and a superimposed district, the regulations of the superimposed district shall prevail.

SECTION 3. Section 400.310 of the Code of Ordinances of the City of St. Charles, Missouri is hereby repealed in its entirety, as follows:

**Section 400.310. "RPPD" Residential Parking Permit District. (Reserved)**

A. — Purpose. The purpose of this district is to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multifamily or non-residentially zoned districts. The regulations of the "RPPD" Superimposed District are intended to protect these districts from polluted air, excessive noise, trash and refuse caused by the entry of such vehicles; to protect the residents of these districts from unreasonable burden in gaining access to their residences; to preserve the residential character; to promote efficiency of access in the answering of emergency calls by the Fire and Police Departments; to promote efficiency in the maintenance of these streets in a clean and safe condition; to preserve the value of the residential property; to preserve the safety of children and other pedestrians and traffic safety; and to maintain the peace, good order, comfort, convenience and welfare of the residents.

B. — Initiation Of A Request For "RPPD" Designation.

1. — Any member of the City Council, through the Mayor, or the Mayor may initiate a request for "RPPD" Designation for an area of the City. An "RPPD" area must contain a minimum of five (5) adjacent properties or have a lineal distance of three hundred (300) feet to be eligible.

2. — Each street or street segment which is proposed for residential permit parking will be evaluated using the following methodology:

a. — Seven (7) days prior to the evaluation, all residents within the area to be evaluated will be notified by the Department of Community Development that the City is going to conduct an on-street parking evaluation. Area residents will be asked to place a card, provided by the City, in the rear

~~window of any vehicle they intend to park on the street in the area in question to evaluate the impact of non-resident on-street parking in the area.~~

~~b. — The evaluation will include a determination of the number of on-street spaces occupied during at least two (2) days when the greatest number of parked vehicles is anticipated. The effects of turnover in vehicles parked on the street will also be analyzed.~~

~~e. — The number of on-street spaces are calculated at the rate of twenty-two (22) feet of lineal curb length with any fractional number rounded to the lowest number.~~

~~C. — Design Criteria. To be eligible for the "RPPD" overlay, the study area must find at least fifty percent (50%) of the parking spaces must not turn over within a two-hour period and at least fifty percent (50%) of the parking spaces must be filled and at least fifty percent (50%) of the spaces must be occupied by non-resident vehicles. A proposed district with boundaries within one thousand (1,000) feet of a property line of a learning institution where any portion of the student population is of driving age shall not be subject to the design criteria.~~

~~D. — Overlay Designation. Upon completion of the analysis and a finding that an "RPPD" meets the design criteria, staff shall notice and advertise for rezoning the area in question using the procedures outlined in Article XII, except as set forth in Subsection (D)(1) below:~~

~~1. — Completion of analysis and a finding of meeting design criteria shall not be required for a proposed district with boundaries within one thousand (1,000) feet of a property line of a learning institution where any portion of the student population is of driving age, a proposed district designed to reduce criminal activity or to reduce congestion from street or utility construction. These proposed districts shall only be subject to a public hearing before the City Council prior to the passage of an ordinance to create the district. A district created to reduce criminal activity or to reduce congestion from street or utility construction shall terminate within one (1) year of its establishment or completion of construction, as the case may be, but may be extended by the City Council if the conditions prompting the designation have not been resolved or the construction is not completed.~~

~~E. — Parking Permits Notification. Upon passage of an ordinance by City Council designating an area as an "RPPD," notification will be sent to every address within the eligible area informing them that they are in a permit~~

parking area and must obtain a parking permit sticker from the Department of Community Development. Residents must furnish proof in the form of vehicle registration for each vehicle for which they want a sticker. This notification will also include information concerning the availability of temporary visitor, guest and business parking permits.

F. ~~Signage. Upon passage of the ordinance, the Department of Public Works will post signs on the affected streets with "Residential Permit Parking Only" and the days and hours permits are in effect or required.~~

G. ~~Eligibility For Permits.~~

1. ~~To residents of the affected areas, one (1) permit for each vehicle registered to that address.~~

2. ~~For visitors of any residents in the affected area, residents may obtain visitor passes to issue to their visitors.~~

3. ~~One day permits for other uses consistent with the residential character of the district may be obtained by residents.~~

4. ~~In applying for an "RPPD" permit, the applicant must apply to the Department of Community Development who will verify that the address is within the "RPPD" overlay. Upon verification by the Department of Community Development, the applicant will then be able to purchase the permit from the City Collector.~~

H. ~~Proof Of Eligibility.~~

1. ~~Each resident is entitled to one (1) permit per vehicle.~~

2. ~~Residents must present to the City Collector proof of ownership and paid personal property tax receipt with his/her address for each vehicle for which a permit is desired.~~

3. ~~If a resident has recently moved into an affected district, they must show proof of residence and vehicle ownership. A permit shall not be issued to a new resident until the original resident has surrendered his/her permit.~~

4. ~~Residents must obtain parking permits for all visitors.~~

I. ~~Expiration. Residential and visitor parking permits shall be valid for one (1) year expiring December 31.~~

J. ~~Sticker Display. All stickers will be displayed in the lower driver's side of the rear window, except where the lower driver's side of the rear window is~~

~~tinted or obstructed, then the sticker may be affixed to the non-reflective side of the rear view mirror.~~

~~K. — Non-Residence. Whenever a person holding a permit no longer meets the conditions of residency in a permit parking district, he/she shall surrender the permit(s) issued to him/her to the Department of Community Development.~~

~~L. — Enforcement.~~

~~1. — Enforcement of the residential parking permit district shall be under the direction of the Chief of Police.~~

~~2. — It shall be unlawful for any person to represent that he/she is entitled to a permit when he/she is not so entitled; to fail to surrender a permit to which he/she is not so entitled; to obtain, give, rent or sell a permit to a person to whom it is not entitled; to park a vehicle displaying a permit when the holder of the permit is not so entitled.~~

~~M. — Violation. Violation of this Section shall be punishable by a minimum fine of twenty five dollars (\$25.00).~~

~~N. — Dissolution of RPPD Designation.~~

~~1. — Any member of the City Council, through the Mayor, or the Mayor may initiate a request for the dissolution of an "RPPD" Designation for an area of the City.~~

~~2. — Upon initiation, the Department of Community Development shall notice and advertise for rezoning the area in question using the procedures outlined in Section 400.990.~~

~~3. — Upon passage of an ordinance of dissolution, the Department of Public Works will remove any relevant signage on affected streets, and notifications will be sent to every address within the formerly eligible area informing them that the "RPPD" has been dissolved.~~

SECTION 4. Article VII of Chapter 350 of the Code of Ordinances of the City of St. Charles, Missouri and Section 350.430 contained therein are hereby amended by re-numbering them to read as follows:

**Article VIII ~~VH~~. Penalty**

**Section 350.440 ~~350.430~~. Penalty.**

- A. Any person who shall violate any parking regulation of the City for which no other penalty is set forth on the Violations Bureau Fine List as adopted by the Municipal Court shall be guilty of an infraction and upon conviction thereof shall be fined the amount set forth in Section 150.030.
- B. All fines are in addition to the costs, if any, of the impounding and towing of the vehicle involved in a violation of this Chapter.

SECTION 5. A new Article VII of Chapter 350 of the Code of Ordinances of the City of St. Charles, Missouri and a new Section 350.430 contained therein are hereby enacted to read as follows:

**Article VII. Residential Parking Zones**

**Section 350.430. Residential Permit Parking Zone.**

**A. Purpose.**

- 1. The purpose of a residential permit parking zone is to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multifamily or non-residentially zoned districts. The regulations of the residential permit parking zone are intended to protect these residential districts from polluted air, excessive noise, trash and refuse caused by the entry of such vehicles; to protect the residents of these districts from unreasonable burden in gaining access to their residences; to preserve the residential character; to promote efficiency of access in the answering of emergency calls by the Fire and Police Departments; to promote efficiency in the maintenance of these streets in a clean and safe condition; to preserve the value of the residential property; to preserve the safety of children and other pedestrians and traffic safety; and to maintain the peace, good order, comfort, convenience and welfare of the residents.
- 2. Any Residential Permit Parking District established by ordinance prior to the effective date of this Section shall hereinafter be governed by this Section.

**B. Initiation Of A Request For Residential Permit Parking Zone Designation.**

- 1. A resident may initiate a request for residential permit parking zone designation by submitting a petition to the Engineering Department. Any member of the City Council, through the Mayor, or the Mayor may initiate a request for residential permit parking designation for an area of the City. A residential permit parking zone must contain

a minimum of five (5) adjacent properties or have a lineal distance of three hundred (300) feet to be eligible.

2. Each street or street segment which is proposed for residential permit parking will be evaluated using the following methodology:

a. Seven (7) days prior to the evaluation, all residents within the area to be evaluated will be notified by the Engineering Department that the City is going to conduct an on-street parking evaluation. Area residents will be asked to place a card, provided by the City, in the rear window of any vehicle they intend to park on the street in the area in question to evaluate the impact of non-resident on-street parking in the area.

b. The evaluation will include a determination of the percentage of parking space availability (vacancy) during at least two (2) site visits when the greatest number of parked vehicles is anticipated. The effects of turnover in vehicles parked on the street will also be analyzed.

c. The number of on-street spaces are calculated at the rate of twenty-two (22) feet of lineal curb length with any fractional number rounded to the lowest number.

C. Design Criteria. To be eligible for the residential permit parking zone designation, City staff will conduct a minimum of two (2) site visits over the course of a week including the times indicated by the applicant as the worst parking availability. Site visit may include the use of a camera to record and assess the parking space availability (vacancy) and turnover of parking spaces in the affected area during the times indicated. The study will consider conditions such as:

1. 25% or less vacancy during the site visits,

2. At least 50% of parked vehicles must be non-residents, and

3. Whether the permitted area is within 1,000 feet of a school zone or another high traffic generating area with limited parking.

D. Parking Permits Notification. Upon passage of an ordinance by City Council designating an area as a residential permit parking zone, notification will be sent to every address within the eligible area informing them that they are in a permit parking area and must obtain a parking permit from the Engineering Department. Residents will be issued six (6) individually numbered permits. Permits may be used for residents and

guests of residents. Residents may submit a request for additional permits to the Engineering Department with supporting reasons for the need of additional permits. The cost of each additional permit is outlined in Subsection H of this Section. Residents may appeal denied requests to the City Council's Street Committee, which shall review the appeal and decide, on a case by case basis, whether to approve the request for additional permits. The appeal shall include supporting reasons why additional permits are needed and other pertinent information as may be requested.

E. Signage. Upon passage of the ordinance, the Department of Public Works will post signs on the affected streets with "Residential Permit Parking Only" and the days and hours permits are in effect or required.

F. Eligibility For Permits.

1. To residents of the affected areas, six (6) individually numbered permits will be issued to that address. These permits may be used for residents or visitors of residents in the affected area.

2. In applying for additional or replacement permit(s), the applicant must apply to the Engineering Department who will verify that the address is within the effective residential permit parking zone. Upon verification by the Engineering Department, the applicant will then be able to purchase the permit from the City Finance Department.

G. Proof Of Eligibility.

1. Each address is entitled to six (6) individually numbered permits, unless otherwise approved by the Engineering Department.

2. If a resident has recently moved into a residential permit parking zone, they must show proof of residence.

3. Residents must obtain and distribute parking permits for any vehicles parking within the residential permit parking zone, including permits for any visitors.

H. Additional Permits. The first issuance of the six (6) individually numbered permits will be provided by the City at no cost to the resident. A fee of \$10 per permit shall be charged for any lost permits or for each additional approved permit above the six (6) permits initially supplied.

I. Non-Residence. Whenever a person holding a permit no longer meets the conditions of residency in a residential permit parking zone, he/she shall surrender the permit(s) to the Engineering.

J. Enforcement.

1. Enforcement of the residential permit parking zone shall be under the direction of the Chief of Police.
2. It shall be unlawful for any person to represent that he/she is entitled to a permit when he/she is not so entitled; to fail to surrender a permit to which he/she is not so entitled; to obtain, give, rent or sell a permit to a person to whom it is not entitled; to park a vehicle displaying a permit when the holder of the permit is not so entitled.

K. Violation. Violation of this Section shall be punishable by a minimum fine of one hundred dollars (\$100.00).

L. Dissolution of Residential Permit Parking Designation.

1. Any member of the City Council, through the Mayor, or the Mayor may initiate a request for the dissolution of a residential permit parking zone within the City.
2. Upon initiation, the Engineering Department shall notify the residents of the residential permit parking zone regarding the proposed dissolution ordinance and upcoming public hearings prior to approval of the ordinance.
3. Upon passage of an ordinance of dissolution, the Department of Public Works will remove any relevant signage on affected streets, and notifications will be sent to every address within the formerly eligible area informing them that the residential permit parking zone has been dissolved.

SECTION 6. Table III-H of Schedule III to Chapter 350 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Schedule III. Parking Restrictions**

**Table III-H. Residential Permit Parking Zone or District.**

When signs are posted designating the Residential Permit Parking Zone or District, no person shall park a motor vehicle ~~an automobile~~ not having a parking permit sticker visibly displayed. ~~during the hours of 7:00 A.M. to 2:30 P.M., Monday through Friday, inclusive when school is in session.~~

SECTION 7. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the

City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 8. This Ordinance shall be in full force and effect from and after the date of passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest

Holly Magdziarz 4/23/2025  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



T:\ORDINANCES\ORDINANCES\CODEBOOK 2025\Repeal 400.310 RPPD & Enact 350.430 RPP Zone (4-16-2025).docx

Underlined text is inserted. ~~Struck through~~ text is deleted.

**RCA FORM (OFFICE USE ONLY)**

Bill # 13977

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Michael Galba

**Description:**

Case No. TA-2025-04. (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, specifically to allow for more than one (1) building per lot within Industrial Zoning Districts.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

The current Zoning Code restricts most properties to one principal building per lot. However, exceptions are already in place for users within the "FD" Frenchtown District and any multi-family residential developments, institutional uses, and hotel/motel developments, recognizing the operational needs of those uses. The proposed Text Amendment recommends extending a similar exception to industrially zoned properties. This amendment would align the Code with contemporary development practices, reduce regulatory barriers, and ensure the City's zoning standards continue to support economic growth and a competitive industrial sector.

The Planning and Zoning Commission considered this item at their April 14, 2025 meeting where the staff introduced the item and there were 0 public speakers. The Commission voted 9 in favor, 0 opposed to forward the application as submitted to the City Council with a favorable recommendation.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: LAB Dept. Dir. [Signature] Finance Dir. gao Dir. of Admin. [Signature]



## *AGENDA ITEM #10*

# *Memorandum*

**To:** Planning and Zoning Commission

**From:** Lara Berry, Planner

**Meeting Date:** April 14, 2025

**Subject:** Case No. TA-2025-04, (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, specifically Sections 400.110, 400.240 and 400.250 for the maximum number of buildings on an Industrial lot.

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The current Zoning Code restricts most properties to one principal building per lot. However, exceptions are already in place for users within the “FD” Frenchtown District and any multi-family residential developments, institutional uses, and hotel/motel developments, recognizing the operational needs of those uses. The proposed Text Amendment recommends extending a similar exception to industrially zoned properties.

Modern industrial users, particularly large employers and manufacturers, frequently operate in campus-style environments, with separate structures for manufacturing, warehousing, research and development, and administration. Campus-style developments like Boeing, logistics hubs, and technology parks would benefit from additional flexibility to group related functions on a single lot without artificial boundaries.

Historically, limiting the number of principal buildings per lot helped manage the intensity of use and ensure consistent design; however, in industrial districts, this approach has now created unnecessary hurdles/processes. It can complicate site planning, increase project timelines and costs (subdivision review), and lead to inefficient site layouts designed primarily to meet outdated lot requirements rather than support operational efficiency. Over time, this restriction may prompt applicants to seek variances for what is ultimately a reasonable and expected development pattern.

Previously, setbacks and separation standards were intended to address fire and building safety concerns through lot divisions. Today, modern fire and building codes already regulate structural separations. Through the site plan review process, setbacks, buffers, and landscaping requirements can be tailored effectively to maintain safety, access, and visual standards without relying on invisible boundary lines.

Staff recommends amending the relevant sections of the Zoning Code to permit more than one principal building per lot within industrial zoning districts, subject to site plan review and comply with past efforts for other uses and districts (FD, Frenchtown District). The review process would ensure that access, circulation, and code compliance standards are still met. This amendment would align the Code with contemporary development practices, reduce regulatory barriers, and ensure the City’s zoning standards continue to support economic growth and a competitive industrial sector.

As required by the Zoning Ordinance, the Commission shall conduct a public hearing on the proposed text amendment, deliberate the proposed changes to the zoning code, and vote to provide a recommendation to the City Council. The City Council will conduct a public hearing on May 6, 2025 on the proposed text amendment, receive the Commission’s recommendation, and introduce a bill to amend the zoning code to

adopt the text amendment. If the Commission recommends denial of the text amendment, the Commission is required to state the reasons for the negative recommendation to the City Council to be included in the record. Included is a draft language that provides struck-through text for removal and underlined text for new language.

**Recommended Motion**

*Motion to forward a recommendation of approval to City Council for application TA-2025-04, as submitted.*

### **Section 400.110 Location And Number Of Buildings On A Lot.**

- A. Every building hereafter erected, reconstructed, converted, moved or structurally altered shall be located on a lot as herein defined and in no case shall there be more than one (1) principal building on one (1) lot except as permitted pursuant to Section 400.290, "FD" Frenchtown District, Section 400.240, "I-1" Light Industrial District, and Section 400.250, "I-2" Heavy Industrial District.
- B. There may be more than one (1) multi-family, hotel, motel or institutional building located upon a lot or tract; provided, that:
  - 1. The required yards are maintained around the group of buildings;
  - 2. Buildings that are parallel, or that are within forty-five degrees (45°) of being parallel, shall be separated by a horizontal distance that is at least equal to the height of the highest building;
  - 3. Requirements for dwelling units per acre do not apply to dormitories, fraternities, sororities and other similar living quarters which are accessory to a permitted use and which have no cooking facilities in individual rooms or apartments.

### **Section 400.240 "I-1" Light Industrial District**

- A. Purpose. The purpose of the "I-1" Light Industrial District is to provide sufficient space in appropriate locations for certain types of business and manufacturing, relatively free from offense, on modern landscaped buildings sites, and to make available more attractive locations for these businesses and industries. In order to preserve the land for industry and to avoid future conflicts between industry and residence, future residential uses are restricted.
- B. Permitted Uses. A building or land in the "I-1" District shall be used only for the following purposes:
  - 1. Any use permitted in the "C-1," "C-2" and "C-3" Districts, except dwellings other than permitted below.
  - 2. Aluminum extrusion, rolling, fabrication and forming.
  - 3. Crematoria (cremation facilities), subject to meeting all requirements of State licensing regulations regarding cremation facilities and regarding clean air requirements.
  - 4. Dwellings for resident watchmen and caretakers employed on the premises.
  - 5. Establishments for the rent, sale and repair of heavy machinery.
  - 6. Food lockers, freezers, cold storage facilities.
  - 7. Laboratories, research, experimental or testing, but not testing combustion engines or explosives.
  - 8. Light manufacturing uses similar to those listed below, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, dust, smoke, lint, odor, heat or glare than that which is generally associated with light industries of the types specifically permitted below:
    - a. Beverage blending or bottling, bakery products, candy manufacture, dairy products and ice cream, fruit and vegetable processing and

canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.

- b. Compounding of cosmetics, toiletries, drugs and pharmaceutical products.
  - c. Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.
  - d. Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.
  - e. Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.
  - f. Manufacture of boxes, furniture, cabinets, baskets and other wood products of similar nature.
9. Outside storage of goods used in or produced by permitted commercial and industrial uses or related activities, subject to industrial performance standards.
  10. Radio or television station with receiving-transmission tower.
  11. Railroad spur tracks.
  12. Recycle operation for paper, glass, oil, metal, but not salvage.
  13. Welding or soldering shops.
  14. Wholesale merchandising or storage warehouses.

#### C. Conditional Uses.

1. The following uses may be permitted in the "I-1" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
  - a. Any conditional use listed in the "C-3" District unless permitted by the "I-1" District.
  - b. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacturing or processing.
  - c. Recreational facilities primarily for employees in the district.
  - d. Recreational vehicle campgrounds.
  - e. Temporary shelters.
  - f. The preparation of general purpose industrial commercial and household cleaning products and related chemicals (blending only).
  - g. Towing companies and impound lots.
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-1" District:

1. Minimum lot area: one (1) acre.
2. Minimum lot width at the building line: one hundred fifty (150) feet.
3. Minimum lot depth: two hundred (200) feet.
4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential district.

5. Minimum setbacks measured from building line to property line:
  - a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.

"GPRS" bonus:

All tiers: No part of any building, accessory structure or signs shall be located closer than seventy-five (75) feet to any residential district boundary.

- b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.

"GPRS" bonus:

Tiers 1 and 2: thirty (30) feet.

Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

- d. The rear yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

6. Maximum lot coverage: none.
7. Maximum floor area in square feet: none.
8. Public Utilities. Requirements are contained in Section 400.610.

9. Off-Street Parking And Loading.

a. No parking shall be permitted in a required front yard.

b. (Reserved)[3]

[3]Editor's Note: Former Subsection (D)(9)(b), regarding loading operations to be conducted at the side or rear of buildings, etc., was repealed 7-28-2017 by § 1 of Ord. No. 17-152.

c. Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of Article V, Division 1, Parking.

10. Protective Screening.

a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).

b. Where an "I-1" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-1" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

(1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge of foliage screening; or

(2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

11. Landscaping. The required front, side and rear yards shall be planted with trees and shrubs.

12. Maximum number of primary structures per lot: none.

E. Industrial Performance Standards.

1. Compliance With Standards. Any use or proposed use shall be operated so as to comply with the provisions of this Chapter. If it is deemed necessary by the Building Commissioner in order to determine compliance with these standards by any proposed or expansion of industry, the Commissioner may require any person, firm or corporation to retain an expert consultant or consultants to study and report as to compliance or non-compliance with these performance standards and to advise how a proposed use or proposed expansion of a use can be brought into compliance with these performance standards. Such consultants shall be fully qualified to give the required information and shall be persons or firms mutually agreeable to the Building Commissioner and to the persons or firms of the use in question. In the event of inability to select a mutual consultant, the Planning and Zoning Commission shall select the consultant. The cost of the consultant's services shall be borne by the owner, firm or corporation requesting such use. No use lawfully established before October 25, 1977, shall be hereafter altered or modified so as to conflict with or further conflict with these performance standards.
2. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage of raw, in process, or finished material, and supplies or waste material, or finished or semi-finished products manufactured on the premises, unless screened from the street, or any residential or business district by fences or walls in accordance with these district regulations.
3. Noise. At no point on the boundary of a residential or business district shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation facilities) exceed the decibel levels in the designated octave bands shown in the following table:

Octave Band Frequency (cycles per second)	Maximum Permitted Sound Levels (decibels)	
	Along Residential District Boundaries	Along Business District Boundaries
0 to 75	67	75
75 to 150	65	70
150 to 300	59	63
300 to 600	52	57
600 to 1,200	46	52
1,200 to 2,400	40	45
2,400 to 4,800	34	40
Above 4,800	32	38

Note: Measurement is to be made at the boundary of the nearest residential or business area or at any other point along the boundary where the level is higher.

Sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Measurements shall be made using the flat network of the sound level meter. Impulsive type noises shall be subject to the performance standards hereinafter prescribed, provided that such noises are capable of being accurately measured with such equipment. Noises capable of being so measured, for the purpose of this Chapter, shall be those noises which cause rapid fluctuations of the needle of the sound level meter with a variation of no more than plus or minus two ( $\pm 2$ ) decibels. Noises incapable of being so measured, such as those of an irregular and intermittent nature, should be controlled so as not to become a nuisance to adjacent uses.

4. Smoke And Particulate Matter. The emission of smoke, dusts or any gaseous or particulate matter by any building in an amount sufficient to create a general nuisance to adjoining properties shall be prohibited. Total emission of smoke, dusts and any gaseous or particulate matter shall be limited to the following:
  - a. Ringelmann Requirements. All smoke and the emission of all other particulate matter in quantities sufficient to produce an opacity at any point greater than Ringelmann 3 shall be prohibited. The only exception shall be a plume consisting entirely of condensed steam. A Ringelmann 1 unit is defined as twenty percent (20%) density for one (1) minute. No more than fifteen (15) units of Ringelmann smoke shall be permitted per hour and no smoke more intense than Ringelmann 2, except that during one (1) hour of a twenty-four (24) hour day, thirty (30) units of smoke may be emitted, but with no smoke more intense than Ringelmann 3 as shown on the Ringelmann Chart.
  - b. The emission, from all sources within any lot area, of particulate matter containing more than ten percent (10%) by weight, of particles

having a particulate diameter larger than forty-four (44) microns, shall be prohibited.

- c. Dust and other types of air pollution, borne by the wind from such sources as storage areas, yards, roads and the like within lot boundaries, shall be kept to a minimum by appropriate landscaping, paving, oiling, fencing or acceptable means. Emission of particulate matter from such sources in excess of the weight limitation herein specified shall be prohibited.
5. Odors. No odor shall be emitted by any use permitted in this district in such quantities as to be readily detectable by an average observer at any point on the boundary line of the premises or beyond.
  6. Noxious Gases. Processes and operations of permitted uses capable of dispersing gases or toxic particulates into the atmosphere must be hooded or otherwise suitably enclosed. The emission of such toxic gases or particulate matter shall be from a stack.
  7. Glare And Heat. Operation producing intense light and heat shall be performed within an enclosed building and not be visible beyond any lot line bounding the property whereon the use is conducted.
  8. Vibration. Any operation or activity which shall cause at any time and at any point beyond the boundaries of the lot, earth-borne vibrations, other than background vibrations produced by some source not under control of this Chapter, such as the operations of motor vehicles or other transportation facilities, in excess of the limits set forth in Column I of the table below shall be prohibited. In addition, any operation or activity which shall cause at any time and at any point in a residence district earth-borne vibrations in excess of the limits set forth in Column II of the table below shall be prohibited. Vibration shall be expressed as displacement in inches and shall be measured with a three (3) component measuring system approved by the Building Commissioner.

Frequency (cycles per second)	I Displacement (inches)	II Displacement (inches)
0 to 10	0.0008	0.0004
10 to 20	0.0005	0.0002
20 to 30	0.0002	0.0001
30 to 40	0.0002	0.0001
40 to over	0.0001	0.0001

Note: Impact vibrations which are discrete pulses that do not exceed one hundred (100) impulses per minute shall be permitted twice the displacements shown above in Columns I and II.

[1] Cross Reference: As to penalty, § 400.1890.

**Section 400.250. "I-2" Heavy Industrial District.**

- A. Purpose. The purpose of the "I-2" Heavy Industrial District is to provide for a wide variety of manufacturing, fabricating, processing, wholesale distributing and warehousing uses appropriately located for access by major thoroughfares or railroads, to restrict or prohibit those industries which have characteristics likely to produce serious adverse effects within or beyond the limits of the district. Certain potentially hazardous industries are permitted only after public hearings and review to ensure protection of the public interest and surrounding property and persons. Commercial uses and open storage of materials are permitted, but new residential development is excluded.
- B. Permitted Uses. A building or land in the "I-2" District shall be used only for the following purposes. Where any doubt exists as to the nature of a proposed use, product or process, the proposal shall be considered as a potentially hazardous use and referred to the Board of Adjustment for decision after a public hearing.
1. Any permitted use in the "I-1" Light Industrial District.
  2. Blacksmith shops.
  3. Cleaning and dyeing of garments, hats, carpets and rugs.
  4. Coal and wood yards, coke storage and sales.
  5. Exterminating establishment.
  6. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacture or processing.
  7. Flour, grain and feed storage, blending and packaging, but not milling.
  8. Manufacture or assembly of the following products:
    - a. Abrasive wheels or stones, abrasive paper, cloth and related products.
    - b. Agricultural or farm implements.
    - c. Aircraft and aircraft parts.
    - d. Foundry products.
    - e. Excelsior, wood fiber.
    - f. Ice manufacture.
    - g. Insecticides, fungicides, disinfectants and related industrial and household chemical elements (blending only).
    - h. Leather goods, not including tanning operations.
    - i. Monuments and architectural stone.
    - j. Pottery and figurines or similar ceramic products and kilns fired by electricity or gas only.

- k. Pulp goods, pressed or molded, including paper mache products, paper products, but not manufacture of paper.
  - l. Rubber products and rubber and synthetic fabrics, excluding all rubber and synthetic processing.
  - m. Structural iron and steel fabrication.
  - n. Wall board and plaster, building insulation and composition flooring.
  - o. Wire rope and cable.
  - p. Wood chip and fiberboard.
- 9. Indoor and outdoor storage and sales of building materials (cement, lime in bags or containers, sand, gravel, stone, lumber, structural or reinforcing steel, pipe and the like), but not manufacture or steel fabricating or junk storage.
  - 10. Laundries, linen service.
  - 11. Plating, electrolytic process.
  - 12. Poultry packing, and slaughtering (wholesale).
  - 13. Railroad switching yard, primarily for railroad service in the district, team tracks and spur tracks.
  - 14. Sawmill, including cooperage stock mill, stationery.
  - 15. Soap products, but not soap manufacture.
  - 16. Stone products, sand and gravel, but not crushing or grinding.
- C. Conditional Uses. The following uses or the manufacture, compounding, processing, packaging or treatment of products not specifically listed above or below, but which may have accompanying hazards such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, toxic gases or other pollutants, may be located in the "I-2" Heavy Industrial District, if not in conflict with any State or County law or ordinance, only after the location and nature of such use shall have been approved by the City Council following recommendation by the Planning and Zoning Commission after public hearing as provided in Section 400.980 et seq. The Commission and Council shall review the plans and statements and shall not permit such buildings, structures or uses until there has been shown that the public health, safety, morals and general welfare will be properly protected and that necessary safeguards will be provided for the protection of streams or other water areas or surrounding property and persons. The Commission and Council, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety and shall pay particular attention to protection of the City and its neighbors from the harmful effects of air or water pollution of any type.
- 1. Any conditional use permitted in the "I-1" zoning district.
  - 2. Airports, landing strips and heliports.

3. Ammunition and explosives storage.
4. Asphalt or asphalt products or central asphalt mixing or batching.
5. Concrete products or central mixing and proportioning plant and cement manufacture.
6. Distillery (alcoholic), breweries and makers of alcoholic spirits (non-industrial).
7. Docks, wharves and piers, except for pleasure craft, marine warehouses or storage area, freight storage shed, freight handling equipment.
8. Dredging base, marine construction yard, marine salvage base, but not junk unrelated to marine salvage.
9. Engine testing (internal combustion engines), but not jet engines or rockets.
10. Flour, feed and grain milling.
11. Galvanizing or plating (hot dip).
12. Hides and raw fur, curing, tanning, dressing, dyeing and storage.
13. Incinerators.
14. Junkyards, subject to Section 400.450.
15. Leather tanning and curing.
16. Manufacture of the following products:
  - a. Acetylene generation and storage.
  - b. Adhesives, glue or sizing.
  - c. Alcohol, industrial.
  - d. Asbestos products.
  - e. Candles, including wax or tallow manufacture.
  - f. Film, photographic.
  - g. Glass and glass products.
  - h. Insecticides, fungicides, disinfectants or related industrial or household chemical products.
  - i. Linoleum and other hard-surface floor coverings, except wood.
  - j. Match manufacture.
  - k. Oils, shortening and fats (edible) manufacture and storage.
  - l. Paint, oil, shellac, turpentine or varnish.
  - m. Starch manufacture.
17. Materials recovery facility.

18. Meat or fish products, including slaughtering of animals or poultry or preparation of fish for packing.
19. Petroleum storage.
20. Plastic material and synthetic resins, processing only.
21. Railroad yards.
22. Stockyard.
23. Wood preserving treatment facility.
24. Quarry with rock crushing operation.
25. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. (Reserved)

E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-2" District:

1. Minimum lot area: one (1) acre.
2. Minimum lot width at the building line: one hundred fifty (150) feet.
3. Minimum lot depth: two hundred (200) feet.
4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.

5. Minimum setback requirements measured from building line to property line:

- a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.
- b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.

"GPRS" bonus:

Tiers 1 and 2: thirty (30) feet.

Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

- d. The rear yard setback is zero (0) feet, except thirty (30) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except twenty-five (25) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

6. Maximum lot coverage: none.
7. Floor area in square feet: No requirement.
8. Public Utilities. Requirements are contained in Section 400.610.
9. Off-Street Parking And Loading.
  - a. No parking shall be permitted in required front yard.
  - b. Additional off-street parking and loading requirements are contained in Article V, Division 1, Parking.
10. Protective Screening.
  - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
  - b. Where an "I-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-2" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

- (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening;  
or
- (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly placed.

11. Landscaping. The required front yard shall be planted with trees or shrubs.

12. Maximum number of primary structures per lot: none.

F. Industrial Performance Standards. The same requirements as in Section 400.240(E).

Sponsor: Michael Galba

AN ORDINANCE AMENDING CHAPTER 400 OF THE ZONING CODE OF THE CODE OF ORDINANCES, SPECIFICALLY SECTIONS 400.110, 400.240 AND 400.250 FOR THE MAXIMUM NUMBER OF BUILDINGS ON AN INDUSTRIAL LOT.

Be It Ordained by the City Council of the City of St. Charles, as Follows:

SECTION 1. Section 400.110 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.110 Location And Number Of Buildings On A Lot.**

- A. Every building hereafter erected, reconstructed, converted, moved or structurally altered shall be located on a lot as herein defined and in no case shall there be more than one (1) principal building on one (1) lot except as permitted pursuant to Section 400.290, "FD" Frenchtown District, Section 400.240, "I-1" Light Industrial District, and Section 400.250, "I-2" Heavy Industrial District.
- B. There may be more than one (1) multi-family, hotel, motel or institutional building located upon a lot or tract; provided, that:
  - 1. The required yards are maintained around the group of buildings;
  - 2. Buildings that are parallel, or that are within forty-five degrees (45°) of being parallel, shall be separated by a horizontal distance that is at least equal to the height of the highest building;
  - 3. Requirements for dwelling units per acre do not apply to dormitories, fraternities, sororities and other similar living quarters which are accessory to a permitted use and which have no cooking facilities in individual rooms or apartments.

SECTION 2. Section 400.240 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.240 "I-1" Light Industrial District**

- A. Purpose. The purpose of the "I-1" Light Industrial District is to provide sufficient space in appropriate locations for certain types of business and manufacturing, relatively free from offense, on modern landscaped buildings sites, and to make available more attractive locations for these

businesses and industries. In order to preserve the land for industry and to avoid future conflicts between industry and residence, future residential uses are restricted.

B. Permitted Uses. A building or land in the "I-1" District shall be used only for the following purposes:

1. Any use permitted in the "C-1," "C-2" and "C-3" Districts, except dwellings other than permitted below.
2. Aluminum extrusion, rolling, fabrication and forming.
3. Crematoria (cremation facilities), subject to meeting all requirements of State licensing regulations regarding cremation facilities and regarding clean air requirements.
4. Dwellings for resident watchmen and caretakers employed on the premises.
5. Establishments for the rent, sale and repair of heavy machinery.
6. Food lockers, freezers, cold storage facilities.
7. Laboratories, research, experimental or testing, but not testing combustion engines or explosives.
8. Light manufacturing uses similar to those listed below, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, dust, smoke, lint, odor, heat or glare than that which is generally associated with light industries of the types specifically permitted below:
  - a. Beverage blending or bottling, bakery products, candy manufacture, dairy products and ice cream, fruit and vegetable processing and canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.
  - b. Compounding of cosmetics, toiletries, drugs and pharmaceutical products.
  - c. Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

- d. Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.
  - e. Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.
  - f. Manufacture of boxes, furniture, cabinets, baskets and other wood products of similar nature.
- 9. Outside storage of goods used in or produced by permitted commercial and industrial uses or related activities, subject to industrial performance standards.
  - 10. Radio or television station with receiving-transmission tower.
  - 11. Railroad spur tracks.
  - 12. Recycle operation for paper, glass, oil, metal, but not salvage.
  - 13. Welding or soldering shops.
  - 14. Wholesale merchandising or storage warehouses.
- C. Conditional Uses.
- 1. The following uses may be permitted in the "I-1" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
    - a. Any conditional use listed in the "C-3" District unless permitted by the "I-1" District.
    - b. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacturing or processing.
    - c. Recreational facilities primarily for employees in the district.
    - d. Recreational vehicle campgrounds.
    - e. Temporary shelters.

- f. The preparation of general purpose industrial commercial and household cleaning products and related chemicals (blending only).
  - g. Towing companies and impound lots.
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-1" District:
- 1. Minimum lot area: one (1) acre.
  - 2. Minimum lot width at the building line: one hundred fifty (150) feet.
  - 3. Minimum lot depth: two hundred (200) feet.
  - 4. Maximum height of building: three (3) stories or forty-five (45) feet.
- "GPRS" bonus:
- All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential district.
- 5. Minimum setbacks measured from building line to property line:
    - a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.

"GPRS" bonus:

All tiers: No part of any building, accessory structure or signs shall be located closer than seventy-five (75) feet to any residential district boundary.
  - b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.
- "GPRS" bonus:
- Tiers 1 and 2: thirty (30) feet.

Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

- d. The rear yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

- 6. Maximum lot coverage: none.
- 7. Maximum floor area in square feet: none.
- 8. Public Utilities. Requirements are contained in Section 400.610.
- 9. Off-Street Parking And Loading.
  - a. No parking shall be permitted in a required front yard.
  - b. (Reserved)
  - c. Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of Article V, Division 1, Parking.
- 10. Protective Screening.
  - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
  - b. Where an "I-1" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at

least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-1" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

- (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge of foliage screening; or
- (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

11. Landscaping. The required front, side and rear yards shall be planted with trees and shrubs.

12. Maximum number of primary structures per lot: none.

E. Industrial Performance Standards.

1. Compliance With Standards. Any use or proposed use shall be operated so as to comply with the provisions of this Chapter. If it is deemed necessary by the Building Commissioner in order to determine compliance with these standards by any proposed or expansion of industry, the Commissioner may require any person, firm or corporation to retain an expert consultant or consultants to study and report as to compliance or non-compliance with these performance standards and to advise how a proposed use or

proposed expansion of a use can be brought into compliance with these performance standards. Such consultants shall be fully qualified to give the required information and shall be persons or firms mutually agreeable to the Building Commissioner and to the persons or firms of the use in question. In the event of inability to select a mutual consultant, the Planning and Zoning Commission shall select the consultant. The cost of the consultant's services shall be borne by the owner, firm or corporation requesting such use. No use lawfully established before October 25, 1977, shall be hereafter altered or modified so as to conflict with or further conflict with these performance standards.

2. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage of raw, in process, or finished material, and supplies or waste material, or finished or semi-finished products manufactured on the premises, unless screened from the street, or any residential or business district by fences or walls in accordance with these district regulations.
3. Noise. At no point on the boundary of a residential or business district shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation facilities) exceed the decibel levels in the designated octave bands shown in the following table:

Octave Band Frequency (cycles per second)	Maximum Permitted Sound Levels (decibels)	
	Along Residential District Boundaries	Along Business District Boundaries
0 to 75	67	75
75 to 150	65	70
150 to 300	59	63
300 to 600	52	57
600 to 1,200	46	52
1,200 to 2,400	40	45
2,400 to 4,800	34	40
Above 4,800	32	38

Note: Measurement is to be made at the boundary of the nearest residential or business area or at any other point along the boundary where the level is higher.

Sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Measurements shall be made using the flat network of the sound level meter. Impulsive type noises shall be subject to the performance standards hereinafter prescribed, provided that such noises are capable of being accurately

measured with such equipment. Noises capable of being so measured, for the purpose of this Chapter, shall be those noises which cause rapid fluctuations of the needle of the sound level meter with a variation of no more than plus or minus two ( $\pm 2$ ) decibels. Noises incapable of being so measured, such as those of an irregular and intermittent nature, should be controlled so as not to become a nuisance to adjacent uses.

4. Smoke And Particulate Matter. The emission of smoke, dusts or any gaseous or particulate matter by any building in an amount sufficient to create a general nuisance to adjoining properties shall be prohibited. Total emission of smoke, dusts and any gaseous or particulate matter shall be limited to the following:
  - a. Ringelmann Requirements. All smoke and the emission of all other particulate matter in quantities sufficient to produce an opacity at any point greater than Ringelmann 3 shall be prohibited. The only exception shall be a plume consisting entirely of condensed steam. A Ringelmann 1 unit is defined as twenty percent (20%) density for one (1) minute. No more than fifteen (15) units of Ringelmann smoke shall be permitted per hour and no smoke more intense than Ringelmann 2, except that during one (1) hour of a twenty-four (24) hour day, thirty (30) units of smoke may be emitted, but with no smoke more intense than Ringelmann 3 as shown on the Ringelmann Chart.
  - b. The emission, from all sources within any lot area, of particulate matter containing more than ten percent (10%) by weight, of particles having a particulate diameter larger than forty-four (44) microns, shall be prohibited.
  - c. Dust and other types of air pollution, borne by the wind from such sources as storage areas, yards, roads and the like within lot boundaries, shall be kept to a minimum by appropriate landscaping, paving, oiling, fencing or acceptable means. Emission of particulate matter from such sources in excess of the weight limitation herein specified shall be prohibited.
5. Odors. No odor shall be emitted by any use permitted in this district in such quantities as to be readily detectable by an average observer at any point on the boundary line of the premises or beyond.
6. Noxious Gases. Processes and operations of permitted uses capable of dispersing gases or toxic particulates into the atmosphere must be

hooded or otherwise suitably enclosed. The emission of such toxic gases or particulate matter shall be from a stack.

7. Glare And Heat. Operation producing intense light and heat shall be performed within an enclosed building and not be visible beyond any lot line bounding the property whereon the use is conducted.
8. Vibration. Any operation or activity which shall cause at any time and at any point beyond the boundaries of the lot, earth-borne vibrations, other than background vibrations produced by some source not under control of this Chapter, such as the operations of motor vehicles or other transportation facilities, in excess of the limits set forth in Column I of the table below shall be prohibited. In addition, any operation or activity which shall cause at any time and at any point in a residence district earth-borne vibrations in excess of the limits set forth in Column II of the table below shall be prohibited. Vibration shall be expressed as displacement in inches and shall be measured with a three (3) component measuring system approved by the Building Commissioner.

Frequency (cycles per second)	I Displacement (inches)	II Displacement (inches)
0 to 10	0.0008	0.0004
10 to 20	0.0005	0.0002
20 to 30	0.0002	0.0001
30 to 40	0.0002	0.0001
40 to over	0.0001	0.0001

Note: Impact vibrations which are discrete pulses that do not exceed one hundred (100) impulses per minute shall be permitted twice the displacements shown above in Columns I and II.

[1] Cross Reference: As to penalty, § 400.1890.

SECTION 3. Section 400.250 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.250. "I-2" Heavy Industrial District.**

- A. Purpose. The purpose of the "I-2" Heavy Industrial District is to provide for a wide variety of manufacturing, fabricating, processing, wholesale distributing and warehousing uses appropriately located for access by major thoroughfares or railroads, to restrict or prohibit those industries which have characteristics likely to produce serious adverse effects within or beyond the limits of the district. Certain potentially hazardous industries are permitted only after public hearings and review to ensure protection of the public interest and surrounding property and persons. Commercial uses and

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open storage of materials are permitted, but new residential development is excluded.

B. Permitted Uses. A building or land in the "I-2" District shall be used only for the following purposes. Where any doubt exists as to the nature of a proposed use, product or process, the proposal shall be considered as a potentially hazardous use and referred to the Board of Adjustment for decision after a public hearing.

1. Any permitted use in the "I-1" Light Industrial District.
2. Blacksmith shops.
3. Cleaning and dyeing of garments, hats, carpets and rugs.
4. Coal and wood yards, coke storage and sales.
5. Exterminating establishment.
6. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacture or processing.
7. Flour, grain and feed storage, blending and packaging, but not milling.
8. Manufacture or assembly of the following products:
  - a. Abrasive wheels or stones, abrasive paper, cloth and related products.
  - b. Agricultural or farm implements.
  - c. Aircraft and aircraft parts.
  - d. Foundry products.
  - e. Excelsior, wood fiber.
  - f. Ice manufacture.
  - g. Insecticides, fungicides, disinfectants and related industrial and household chemical elements (blending only).
  - h. Leather goods, not including tanning operations.

- i. Monuments and architectural stone.
  - j. Pottery and figurines or similar ceramic products and kilns fired by electricity or gas only.
  - k. Pulp goods, pressed or molded, including paper mache products, paper products, but not manufacture of paper.
  - l. Rubber products and rubber and synthetic fabrics, excluding all rubber and synthetic processing.
  - m. Structural iron and steel fabrication.
  - n. Wall board and plaster, building insulation and composition flooring.
  - o. Wire rope and cable.
  - p. Wood chip and fiberboard.
- 9. Indoor and outdoor storage and sales of building materials (cement, lime in bags or containers, sand, gravel, stone, lumber, structural or reinforcing steel, pipe and the like), but not manufacture or steel fabricating or junk storage.
  - 10. Laundries, linen service.
  - 11. Plating, electrolytic process.
  - 12. Poultry packing, and slaughtering (wholesale).
  - 13. Railroad switching yard, primarily for railroad service in the district, team tracks and spur tracks.
  - 14. Sawmill, including cooperage stock mill, stationery.
  - 15. Soap products, but not soap manufacture.
  - 16. Stone products, sand and gravel, but not crushing or grinding.
- C. Conditional Uses. The following uses or the manufacture, compounding, processing, packaging or treatment of products not specifically listed above or below, but which may have accompanying hazards such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, toxic gases or other pollutants, may be located in the "I-2" Heavy Industrial District, if not in conflict with any State or County law or ordinance, only after the

Underlined text is inserted. ~~Struck through~~ text is deleted.

location and nature of such use shall have been approved by the City Council following recommendation by the Planning and Zoning Commission after public hearing as provided in Section 400.980 et seq. The Commission and Council shall review the plans and statements and shall not permit such buildings, structures or uses until there has been shown that the public health, safety, morals and general welfare will be properly protected and that necessary safeguards will be provided for the protection of streams or other water areas or surrounding property and persons. The Commission and Council, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety and shall pay particular attention to protection of the City and its neighbors from the harmful effects of air or water pollution of any type.

1. Any conditional use permitted in the "I-1" zoning district.
2. Airports, landing strips and heliports.
3. Ammunition and explosives storage.
4. Asphalt or asphalt products or central asphalt mixing or batching.
5. Concrete products or central mixing and proportioning plant and cement manufacture.
6. Distillery (alcoholic), breweries and makers of alcoholic spirits (non-industrial).
7. Docks, wharves and piers, except for pleasure craft, marine warehouses or storage area, freight storage shed, freight handling equipment.
8. Dredging base, marine construction yard, marine salvage base, but not junk unrelated to marine salvage.
9. Engine testing (internal combustion engines), but not jet engines or rockets.
10. Flour, feed and grain milling.
11. Galvanizing or plating (hot dip).
12. Hides and raw fur, curing, tanning, dressing, dyeing and storage.
13. Incinerators.
14. Junkyards, subject to Section 400.450.

15. Leather tanning and curing.
16. Manufacture of the following products:
  - a. Acetylene generation and storage.
  - b. Adhesives, glue or sizing.
  - c. Alcohol, industrial.
  - d. Asbestos products.
  - e. Candles, including wax or tallow manufacture.
  - f. Film, photographic.
  - g. Glass and glass products.
  - h. Insecticides, fungicides, disinfectants or related industrial or household chemical products.
  - i. Linoleum and other hard-surface floor coverings, except wood.
  - j. Match manufacture.
  - k. Oils, shortening and fats (edible) manufacture and storage.
  - l. Paint, oil, shellac, turpentine or varnish.
  - m. Starch manufacture.
17. Materials recovery facility.
18. Meat or fish products, including slaughtering of animals or poultry or preparation of fish for packing.
19. Petroleum storage.
20. Plastic material and synthetic resins, processing only.
21. Railroad yards.
22. Stockyard.

23. Wood preserving treatment facility.
24. Quarry with rock crushing operation.
25. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. (Reserved)

E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-2" District:

1. Minimum lot area: one (1) acre.
2. Minimum lot width at the building line: one hundred fifty (150) feet.
3. Minimum lot depth: two hundred (200) feet.
4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.

5. Minimum setback requirements measured from building line to property line:

- a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.
- b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.

"GPRS" bonus:

Tiers 1 and 2: thirty (30) feet.

Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

- d. The rear yard setback is zero (0) feet, except thirty (30) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except twenty-five (25) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

- 6. Maximum lot coverage: none.
- 7. Floor area in square feet: No requirement.
- 8. Public Utilities. Requirements are contained in Section 400.610.
- 9. Off-Street Parking And Loading.
  - a. No parking shall be permitted in required front yard.
  - b. Additional off-street parking and loading requirements are contained in Article V, Division 1, Parking.
- 10. Protective Screening.
  - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
  - b. Where an "I-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-2" property. The open area shall be planted with trees and

shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

- (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or
- (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly placed.

11. Landscaping. The required front yard shall be planted with trees or shrubs.

12. Maximum number of primary structures per lot: none.

F. Industrial Performance Standards. The same requirements as in Section 400.240(E).

SECTION 4. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill # 13977

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 4/22/2025  
\_\_\_\_\_  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



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RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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The City Council convened in a Regular City Council Meeting on Tuesday, April 15, 2025 at 7:03 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Michael Flandermeyer, Justin Foust, Bart Haberstroh, Mark Hollander Denise Mitchell, Bridget Ohmes, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49361

The meeting was opened with the Invocation, those present standing in a moment of silence, and the Pledge of Allegiance to the Flag.

PRESENTATIONS/AWARDS/PROCLAMATIONS (*none*)

PUBLIC COMMENT

Mark Hall, 1129 S. Main Street, St. Charles, Missouri, spoke relative to Council Bill 13967

T.J. Redmond, 662 Lockwood Ave, St. Louis, Missouri, spoke relative to Council Bill 13967

REPORT OF THE MAYOR

The Mayor did not provide a report.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Bill Otto reported he sat in on a presentation from a potential brewery to be located in Frenchtown. Look for more information in an upcoming St. Charles Magazine publication regarding Second Street/Frenchtown updates. Councilmember Otto further reported he has volunteered to represent the City of St. Charles as a part of Missouri Municipal League.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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Councilmember West announced Hawks Nest has officially been renamed Pundman Parkway and the new signs are up. There is currently a reconstruction project on Pundman Parkway so there will be detours through the end of the year.

PUBLIC HEARING (*none*)

CONSENT AGENDA

A motion was made by MICHAEL FLANDERMEYER to approve the Consent Agenda. BRIDGET OHMES seconded the motion. A roll call vote was taken with the following results: "Aye": Foust, Galba, Haberstroh, Hollander, Mitchell, Ohmes, Otto, Ratchford, West and Flandermeyer. "Nay": None. Absent: None. Motion passed.

A. Approval of Council Minutes and Reports

1. Closed Session Meeting (Work Session) of March 4, 2025
2. Closed Session Meeting (Regular Session) of March 4, 2025
3. Regular City Council Meeting of April 1, 2025

File #49361

4. Public Hearing of April 1, 2025

File #49383

B. Receipt of Reports from Boards, Commissions and Committees

1. Special Business District Advisory Board Meeting of February 6, 2025

File #49374

2. Senior Citizen Advisory Commission Meeting of March 11, 2025

File #49373

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

1. Contract with BLCS, LLC to Provide City Wide Mowing Services in an

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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Amount not to Exceed \$122,000.00

C25-116

2. Contract with Kienstra Ready Mix of O'Fallon, Inc. for Concrete Supply Services for the Public Works Department in an Amount not to Exceed \$125,000.00

C25-115

3. Contract with Oates Associates, Inc. for the First Capitol Improvements from Kingshighway to Fifth Street STBG-7306(602), in an Amount not to Exceed \$592,085.83

C25-113

4. Supplemental Agreement No.5 with Thouvenot, Wade, & Moerchen, Inc. (TWM) for the Clark Street Storm Sewers Project in the Amount of \$37,759.00 for a Total Contract Amount not to Exceed \$611,623.00

ORD. 19-143

5. Contract with Schulte Supply, Inc. for the 2025 Purchase and Delivery of Neptune Water Meters for the Water Division in an Amount not to Exceed \$350,000.00

C25-114

6. Contract with HDR Engineering Inc. for the Evaluation of Increased Water and Sewer Demands in an Amount not to Exceed \$675,625.00

C25-112

E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited – March, 2025
2. Report of the City Clerk Relative to Disposal of Various Records Pursuant

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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to the Missouri Records Manual and State Records Retention Law  
(Finance Department)

File #49365

- \*3. Authorizing Execution of a Quit Claim Deed from St. Charles County to Accept Approximately 0.68 Acres of Hemsath Road Right-of-Way for the Relocation of Hemsath Road within the Southpointe Development

ORD. 24-110

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

A RESOLUTION OF SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS (*SPONSOR: MICHAEL GALBA*)

**Passed**      “Aye”:      Galba, Haberstroh, Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer and Foust

                  “Nay”:      None

                  Absent:      None

**Approved** by the Honorable Mayor on April 17, 2025 and is known as Resolution **R25-009**

BILLS FOR FINAL PASSAGE

**BILL 13961**

AN ORDINANCE AUTHORIZING A DIRECT LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE MISSOURI TRANSPORTATION FINANCE CORPORATION, THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ST. CHARLES FOR ROADWAY AND SIDEWALK IMPROVEMENTS ALONG FIRST CAPITOL DRIVE FROM



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #4)

(SPONSORS: BART HABERSTROH AND BRIDGET OHMES)

**Passed**      “Aye”:  
   Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer,  
   Foust, Galba and Haberstroh  
   “Nay”:  
   None  
   Absent:  
   None

**Approved** by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-029**

**BILL 13964**

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 1718 NORTH SECOND STREET FOR \$500,000.00 AND CLOSING COSTS NOT TO EXCEED \$3,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$503,000.00, AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE (SPONSOR: BILL OTTO)

A motion was made by BILL OTTO to hold Council Bill 13964 to the May 6, 2025 Regular City Council meeting. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye”: Haberstroh, Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer, Foust and Galba. “Nay”: None. Absent: None. Motion passed.

**BILL 13965**

AN ORDINANCE AMENDING CHAPTER 400 ZONING CODE OF THE CODE OF ORDINANCES, SPECIFICALLY SECTION 400.421 PERTAINING TO SHORT TERM RENTALS (SPONSORS: MICHAEL GALBA, DENISE MITCHELL, MARK HOLLANDER, VINCE RATCHFORD, BILL OTTO AND BART HABERSROH)

Councilmember Bridget Ohmes requested a separate vote for Bill 13965.

**Passed**      “Aye”:  
   Otto, Ratchford, West, Flandermeyer, Foust, Galba, Haberstroh,  
   Hollander and Mitchell  
   “Nay”:  
   Ohmes

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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Absent: None

*Approved* by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-030**

**BILL 13966**

AN ORDINANCE AMENDING CHAPTER 400 ZONING CODE OF THE CODE OF ORDINANCES, ARTICLE VII “PD” PLANNED DEVELOPMENT DISTRICTS, AND SPECIFICALLY SECTIONS 400.830 AND 800.850 TO THE EXTENT THEY PERTAIN TO “PD-RF” PLANNED DEVELOPMENT –RIVERFRONT DISTRICTS  
(SPONSOR: MICHAEL GALBA)

*Passed*      “Aye”:  
                         Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer,  
                         Foust, Galba and Haberstroh  
                         “Nay”:  
                         None  
                         Absent:  
                         None

*Approved* by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-031**

**BILL 13967**

AN ORDINANCE APPROVING AN AMENDMENT TO THE “PD-RF” PLANNED DEVELOPMENT-RIVERFRONT DISTRICT FOR PROPERTY LOCATED WITHIN THE LANDMARKS PRESERVATION DISTRICT OVERLAY, CONTAINING 0.77 ACRES OF LAND AND LOCATED AT 1119-1127 SOUTH MAIN STREET  
(SPONSOR: MARK HOLLANDER)

*Passed*      “Aye”:  
                         Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer,  
                         Foust, Galba and Haberstroh  
                         “Nay”:  
                         None  
                         Absent:  
                         None

*Approved* by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-032**

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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**BILL 13968**

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW TOWN AT ST. CHARLES PLAT SEVENTEEN, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI (*SPONSOR: MICHAEL GALBA*)

*Passed*        “Aye”:  
   Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer,  
   Foust, Galba and Haberstroh  
   “Nay”:  
   None  
   Absent:  
   None

*Approved* by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-033**

**BILL 13969**

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT CRD-2, CENTRAL RESIDENTIAL DISTRICT 2, FROM ST. CHARLES CITY ZONING DISTRICT C-2, GENERAL BUSINESS DISTRICT, AN APPROXIMATE 3,360 SQUARE FOOT TRACT OF LAND LOCATED AT 429 MCDONOUGH STREET, SAID PROPERTY TO REMAIN WITHIN THE FSC-HD/EHP FIFTH STREET CORRIDOR-HOSPITAL DISTRICT OVERLAY, SPECIFICALLY THE T-4NMX (NEIGHBORHOOD MIXED USE) ZONE, AND WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT (*SPONSOR: MARK HOLLANDER*)

*Passed*        “Aye”:  
   Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer,  
   Foust, Galba and Haberstroh  
   “Nay”:  
   None  
   Absent:  
   None

*Approved* by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-034**

**BILL 13970**

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION  
BY RANDALL L. COOK, SANDRA J. COOK AND MELISSA R. COOK,  
APPROXIMATELY 0.4 ACRES OF LAND LOCATED AT 23 TANGLEWOOD  
DRIVE (*SPONSOR: VINCE RATCHFORD*)

**Passed**        “Aye”:

                         Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer,  
                         Foust, Galba and Haberstroh

                         “Nay”:

                         None

                         Absent:

                         None

**Approved** by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-035**

**BILL 13971**

AN ORDINANCE REZONING TO CITY OF ST. CHARLES ZONING DISTRICT R-  
1E SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY  
ZONING DISTRICT R1E SINGLE-FAMILY RESIDENTIAL DISTRICT  
APPROXIMATELY 0.4 ACRES OF LAND WITH AN ADDRESS OF 23  
TANGLEWOOD DRIVE (*SPONSOR: VINCE RATCHFORD*)

**Passed**        “Aye”:

                         Hollander, Mitchell, Ohmes, Otto, Ratchford, West, Flandermeyer,  
                         Foust, Galba and Haberstroh

                         “Nay”:

                         None

                         Absent:

                         None

**Approved** by the Honorable Mayor on April 17, 2025 and is known as Ordinance **25-036**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced.

**BILL 13972**

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, ON BEHALF OF  
ITS FIRE DEPARTMENT, AND ST. CHARLES COUNTY, ON BEHALF OF ITS

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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POLICE DEPARTMENT, TO PROVIDE TACTICAL EMERGENCY MEDICAL SUPPORT FOR THE ST. CHARLES COUNTY REGIONAL SWAT TEAM  
(*SPONSORS: DENISE MITCHELL, MARK HOLLANDER AND MARY WEST*)

Councilmembers Justin Foust, Vince Ratchford, Bill Otto, Bart Haberstroh and Bridget Ohmes requested their names be added as Sponsors to Bill 13972.

**BILL 13973**

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #5)  
(*SPONSORS: BART HABERSTROH AND BRIDGET OHMES*)

**BILL 13974**

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR NON-FEDERAL AGENCIES BETWEEN THE CITY OF ST. CHARLES POLICE DEPARTMENT AND THE UNITED STATES MARSHALS SERVICE (*SPONSORS: DENISE MITCHELL, MARY WEST AND MARK HOLLANDER*)

Councilmembers Justin Foust, Vince Ratchford, Bill Otto, Bart Haberstroh and Bridget Ohmes requested their names be added as Sponsors to Bill 13974.

**BILL 13975**

AN ORDINANCE AMENDING SECTION 700.150, SECTION 705.160 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO DELETE REFERENCES TO THE PUBLIC WORKS ADVISORY BOARD AS THE RECOMMENDING BOARD FOR THE SETTING OF WATER AND SEWER SERVICE RATES, DEPOSITS AND FEES (*SPONSOR: MICHAEL GALBA*)

At 7:33 p.m., JUSTIN FOUST made a motion to adjourn into closed session pursuant to RSMo 610.021(1) as amended. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": Ratchford, West, Flandermeyer, Foust, Galba, Haberstroh, Hollander, Mitchell, Ohmes and Otto. "Nay": None. Absent: None. Motion passed.

The open and closed portion of the Regular Council Meeting adjourned at 9:12 p.m.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
April 15, 2025

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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer

**Council Work Session of the City Council  
Of the City of Saint Charles, Missouri  
April 15, 2025**

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The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, April 15, 2025, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Michael Flandermeyer, Justin Foust, Michael Galba, Bart Haberstroh, Mark Hollander, Denise Mitchell, Bridget Ohmes, Bill Otto, Vince Ratchford and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

Closed Session

A roll call vote was taken to adjourn into closed session pursuant to RSMo 610.021(1) RSMo; as amended with the following results: “Aye”: Foust, Galba, Haberstroh, Hollander, Mitchell, Ohmes, Otto, Ratchford, West and Flandermeyer. “Nay”: None. Absent: None. Motion passed.

The closed session adjourned at 7:00 p.m.

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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer

**STREET COMMITTEE**  
**OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI**  
**April 15, 2025**

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The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, April 15, 2025, at 5:30 p.m. in Conference Room A on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles, Missouri with Chairman Michael Flandermeyer presiding and members of the Committee present as follows: Bart Haberstroh, Mark Hollander, Bridget Ohmes, and Vince Ratchford. Absent: None. Also present were Alternate Street Committee Member Denise Mitchell, Director of Engineering Dan Mann, Assistant City Engineer Nick Galla, Engineer Alex Weidenbenner, Deputy Fire Chief Joe Gragnani and Director of Public Works Jim Wright. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

Engineer Alex Weidenbenner provided an update relative to the Traffic Service Requests report. To date, there were six open traffic requests. Two new requests were created in the month of March. He noted that the traffic counter has been placed at 68 locations throughout the City between April 2024 and the present. A brief discussion was held relative to this topic.

Update on the 2025 Annual Street Maintenance Projects

Public Works Director Jim Wright reported estimated funding and locations for 2025 pavement maintenance projects as listed below. The projects are anticipated to be bid and awarded in the spring. Monthly updates will be provided as contracts are approved.

- Pavement maintenance project - \$845,000.00
  - Asphalt 2” mill and overlay – proposed subdivisions: Ferncliff, Lynnbrook, Indian Hills and Westbury
- Concrete joint crack seal project - \$190,000.00
  - 600,000 lf of joints and seams in concrete streets in Wards 1, 6, and 10
- Sidewalk Mudjacking - \$150,000
  - Eliminating sidewalk offsets and trip hazards in various locations.

A brief discussion was held relative to this topic.

STREET COMMITTEE  
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI  
April 15, 2025

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Review for Approval of City Code Changes to the Residential Parking Permit District  
Process

Assistant City Engineer Nick Galla presented a current draft of the proposed City Code changes to the Residential Parking Permit District (RPPD) process.

The Planning and Zoning Commission reviewed and recommended the repeal of existing RPPD City Code §400.310 at its meeting on April 14, 2025 as this section of the Code is currently under their purview. The proposed City Code changes recommended by Street Committee will replace the repealed Code and move the purview of the new Code section to the Engineering Department and Street Committee. After Street Committee recommends approval of the City Code changes, the ordinance will be prepared for approval by City Council. The Legal Department is reviewing the proposed City Code change. They will identify the exact Code section number and may recommend additional edits. The repeal of existing Code and approval of the new Code will be presented to City Council in May.

Mr. Galla reported staff's recommendation to approve the City Code changes related to the RPPD process and to prepare the accompanying ordinance for City Council review and approval.

A motion was made by VINCE RATCHFORD to approve the City Code changes related to the RPPD process and to prepare the accompanying ordinance for City Council review and approval. BRIDGET OHMES seconded the motion. A roll call vote was taken with the following results: "Aye:" Haberstroh, Hollander, Ohmes, Ratchford and Flandermeyer. "Nay:" None. Absent: None. Motion approved.

STREET COMMITTEE  
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI  
April 15, 2025

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The Street Committee meeting adjourned at 5:44 p.m.

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Date Approved

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Michael Flandermeyer, Chairman  
Street Committee

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Assistant City Clerk





VETERANS COMMISSION OF THE CITY OF SAINT CHARLES  
MEETING MINUTES November 18, 2024

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, November 18, 2024 at 5:30 PM in Conference Room A, on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles, Missouri with Chairman Chris Mendes, Art Minor, Katrina Evans, Brian Gould, Ivan Bohlender, Renee Porter, Council Liaison Michael Galba, and Staff Liaison Larry Perney. Larry Reighard, Thomas Stephenson and Betty Gonzales and were absent.

Meeting called to order at 5:32 PM. Roll Call was held.

The Pledge of Allegiance was recited.

Approval of October 14, 2024 Meeting Minutes: Motion to approve by Art Minor, second by Michael Galba. All approved, motion passed.

Public Comments: No public comment.

Old Business: No old business.

New Business:

- Discussed the Veterans Day Cancellation/update
- Discussed planning for 2025

Date of next meeting is set for March 10, 2025.

Renee Porter made a motion to adjourn, second by Art Minor. All approved, motion passed.

The meeting was adjourned at 6:10 p.m.

Approved:  Date 11/14/25



VETERANS COMMISSION OF THE CITY OF SAINT CHARLES  
MEETING MINUTES March 10<sup>th</sup>, 2025

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, March 10<sup>th</sup> 2025 at 5:30 PM in Conference Room A, on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles, Missouri with Chairman Chris Mendes, Larry Reighard, Betty Gonzales, Brian Gould, Tom Stephenson, Katrina Evans, Ivan Bohlender, Renee Porter, Staff liaison Larry Perney, and Council liaison Michael Galba. Art Minor was absent. Jeremy Evans was in attendance as a guest.

Meeting called to order at 5:30 PM. Roll Call was held.

The Pledge of Allegiance was recited.

Motion to table the November 2024 meeting minutes was made by Michael Galba, second by Tom Stephenson. Motion passed.

**Public Comments:** No public comment

**Old Business:**

- LP to check with website team to be sure we can promote resources, links, etc.

**New Business:**

- LP updated the commission on selected art exhibit at Foundry during “Veterans Week.”
- Renee Porter is working with the veteran’s committee on LU campus and will work to bridge our groups for future collaboration.
- LP will spearhead the exploratory phase of “Veteran Owned Business” signs/logos for businesses in St. Charles.
- The Commission will look to redo the purpose statement in an effort to update and detail our latest efforts.
- The Commission has a full 1-page entry in each of the STC Now issues. We’ll work to find people, issues, projects that can spotlight.
- Planning for Memorial Day was discussed. Commission will work to find a guest speaker for this event.

Date of next meeting is set for Monday April 14th.

Tom Stephenson made a motion to adjourn, second by Brian Gould. All approved, motion passed.

The meeting was adjourned at 6:15 p.m.

Approved: *Larry Perney* Date *4/14/25*

**MEETING SUMMARY**

**FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD**

**Thursday, March 13, 2025 4:30 PM**

**Conference Room A, City Hall**

**200 N. Second Street, Saint Charles, Missouri**

**Members Present:**

Chris Kyle, Chair  
Jeff Sams, Vice Chair  
Adam Tritz  
Alyssa Houska  
Donna Dowell-Delaney  
Bill Otto, Council Liason

**Staff Members Present:**

Jessica Ferguson, Business Development Coordinator  
John Boyer, Asst. Dir. of Community Development  
Taylor Moore, Historic Preservation Planner  
Madelyn Eversman, Planner  
Zachary Tusinger, Director of Community Development  
Dan Mann, Director of Engineering  
Jonathan Silver, Engineer  
Ed Akers, Communications Manager  
Daryl Hampel, Street Superintendent

**ABSENT:** Jeff Sams, Melissa Hollander, Brandon Runk

**Call to Order and Call the Roll** – Chris Kyle called the meeting to order at 4:33pm. There were eight (6) members present, enough for a quorum. Jessica Ferguson conducted roll call.

**Pledge of Allegiance** – Chris Kyle led the Pledge of Allegiance.

**Mayor Update** – Mayor Dan introduced himself to the Board and welcomed them.

**Approval of Minutes** – Bill Otto made a motion to approve the February 13, 2025 Minutes. Adam Tritz seconded.

**Budget** – Jessica Ferguson reviews the budget.

**Update from City Staff** – Ed Akers, Communications Manager, discusses the City's upcoming sign projects. Dan Mann, Director of Engineering, give an update on C3 and 2<sup>nd</sup> Street.

**Beautification Project** – Café lights, hold until 2027. Flowers and watering were discussed. Frenchtown color pallet discussed.

**Report from City Council Liaison** – CM Otto gave an update.

**New Business** - None

**Other Information from Staff** – Next meeting will be held April 10, 2025 at 4:30pm.

**Adjournment** – Adam Tritz made the motion to adjourn at 5:40pm. Donna Delaney seconded.

  
Chris Kyle, Chair

4/10/2025  
Date

## PLANNING AND ZONING COMMISSION - MINUTES

March 10, 2025

City Hall – Council Chambers  
200 N Second Street, 4<sup>th</sup> Floor  
St. Charles, MO 63301

### MEMBERS PRESENT:

Steve Hollander, Chair  
Missy Palitzsch, Secretary  
Adriana Perrone  
Mayor Dan Borgmeyer  
Michael Galba, City Council Liaison  
Tyson King  
Lindsey Devereux

### MEMBERS ABSENT

Julie Barch, Vice-Chair  
Keith Liston  
Shawn Luesse

### STAFF PRESENT:

John Boyer, Assist. Director of C.D./Planning Manager  
Lara Berry, Planner  
Madelyn Eversman, Planner

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, March 10, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

*The meeting was called to order by Chairperson, Steve Hollander at 6:00 p.m. Secretary, Missy Palitzsch took roll. Those in attendance are noted above.*

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the February 10, 2025 Planning and Zoning Commission meeting.

*Mayor Borgmeyer made a motion to approve the minutes. Missy Palitzsch seconded the motion. All were in favor. The minutes were approved.*

---

### PUBLIC HEARING: Rezoning

4. Case No. Z-2025-03. (Randall, Sandra & Melissa Cook) An application to establish zoning upon annexation of an existing single-family dwelling on an approximately 0.4-acre tract of land known as 23 Tanglewood Drive, from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The property will be located in Ward 3 upon annexation.

*Planner Berry provided the Commission with an overview of the Rezoning request. The applicant addressed the Commission. The public hearing for the rezoning application opened with no speakers from the public. Missy Palitzsch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Missy Palitzsch made a motion to forward the rezoning application, as submitted. Lindsey Devereux seconded the motion. The Rezoning application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their April 1, 2025 meeting.*

### PUBLIC HEARING: Text Amendment

5. Case No. TA-2025-01. (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, specifically Article VII "PD" Planned Development Districts the requirements/standards associated with PD-RF Planned Development-Riverfront Districts.

*Planner Eversman provided the Commission with an overview of the Text Amendment request. The public hearing opened with no speakers from the public. Missy Palitzsch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Missy Palitzsch made a motion to forward the application. Mayor Borgmeyer seconded the motion. The Text Amendment*

application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their April 1, 2025 meeting.

**PUBLIC HEARING: Plan Development Amendment**

6. Case No. PDA-2025-01. (Ochtlaidir Holdings, LLC – TJ Redmond) An application to initiate a major amendment to an existing PD-RF, Planned Development-Riverfront District. The subject property is zoned PD-RF/LMPD Planned Development - Riverfront District within the Landmarks Preservation District overlay, contains 0.77 acres of land and is located at 1119-1127 S. Main Street. The property is located in Ward 2.

*Planner Eversman provided the Commission with an overview of the PD Amendment request. The public hearing for the application opened with one speakers from the public. The speaker voiced concerns over privacy to his adjacent property and parking. Councilmember Galba made a motion to close the public hearing. Missy Palitzsch seconded the motion. All were in favor and the public hearing closed. Missy Palitzsch made a motion to forward the PD Amendment application. Councilmember Galba seconded the motion. The PD Amendment application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their April 1, 2025 meeting.*

**PUBLIC HEARING: Rezoning**

7. Case No. Z-2025-02. (Glenn Reepmeyer) An application to rezone a 3,360 square foot tract of land located at 429 McDonough Street, from C-2 General Business District to CRD-2 Central Residential District 2 for a proposed use of a Two-Family Dwelling Unit. The property will remain within the FSC-HD/EHP Fifth Street Corridor-Hospital District Overlay, specifically the T-4NMX (Neighborhood Mixed Use) Transect Zone and within the Extended Historic Preservation District. The subject property is located in Ward 2.

*Planner Berry provided the Commission with an overview of the Rezoning request. The applicant addressed the Commission. The public hearing for the rezoning application opened with no speakers from the public. Missy Palitzsch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Mayor Borgmeyer made a motion to forward the rezoning application, as submitted. Missy Palitzsch seconded the motion. The Rezoning application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their April 1, 2025 meeting.*

**PUBLIC HEARING: Conditional Use**

8. Case No. CU-2025-02. (ReNuTeq – Luke Schuette) An application for a Conditional Use Permit per §400.320(C)(1)(a) for a Structural Bamboo Manufacturing use with the production, use, handling or storage of any hazardous substance or liquid petroleum product within the Wellhead Protection District. This property is zoned I-2/WHP Heavy Industrial District within the Wellhead Protection District and located at 3817 Millstone Parkway. The property is located in Ward 7.

*Planner Berry provided the Commission with an overview of the Conditional Use Permit request. The applicant addressed the Commission. The public hearing for the rezoning application opened with no speakers from the public. Missy Palitzsch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Missy Palitzsch made a motion to forward the Conditional Use application, with the following conditions:*

1. **This conditional use permit for a storage, usage and handling of regulated substances or for the manufacturing/fabrication/production of structural bamboo is issued to the business (ReNuTeq) and business owner (Luke Schuette) only for the property 3817 Millstone Parkway and is not transferable to another tenant or location.**
2. **If the business plan were to change or expand from the attached submittal documents (including additional materials/liquids not reviewed associated with this submittal and the Wellhead Protection District), additional approvals may be required by the City.**

3. Upon submittal of the production/manufacturing facility building permit, the applicant shall provide details of the installation and maintenance of devices for secondary containment in case of inadvertent discharge from primary containers.
4. The applicant shall provide (upon building permit submittal) documentation of proper storage and maintain proper storage of regulated substances to ensure the integrity and proper functionality of impervious floor surfaces.
5. Maintain the approved emergency contingency plan for the facility to respond to unauthorized discharges.
6. The business shall carry (maintain) insurance which would pay for the cost of cleanup incurred as the result of inadvertent discharge also naming the City as additionally insured. The amount of insurance shall be a \$5 - \$10 million Pollution Liability policy since the facility utilizes EPA-listed hazardous chemicals in day-to-day operations.
7. The City and/or its environmental consultant designee shall be authorized to conduct an audit inspection of the facility upon 24-hour advance notice to the owner.
8. Non-compliance with any building code, property maintenance codes, fire codes, or conditions of this approval is grounds for revocation of the conditional use approval.

*Councilmember Galba seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 1 Opposed) at their April 1, 2025 meeting.*

#### **SITE PLAN**

9. Case No. SP-2025-02. (3601 Mueller, LLC - Chad Boewer) A site plan application for the proposed accessory structure (multi-purpose building) for a childcare facility within the I-1 Light Industrial District located at 3601 Mueller Road. The subject property is located in Ward 8.

*Planner Berry provided the Commission with an overview of the Conditional Use Permit request. The applicant's architect addressed the Commission. Missy Palitzsch made a motion to approve the Site Plan application, with the following conditions:*

1. Upon submittal for a building permit, the applicant shall provide documentation of brick veneer minimum thickness of one (1) inch.
2. A guardrail shall be installed to continue from the existing guardrail along the highway property line.

*Councilmember Galba seconded the motion. All were in favor. Motion carried.*

#### **PUBLIC HEARING: Text Amendment**

10. Case No. TA-2025-02. (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, specifically Section 400.421 Short-Term Rentals.

*Assistant Director Boyer provided the Commission with an overview of the Text Amendment request. The public hearing opened with three speakers from the public. All speakers were in favor of the text amendment. Missy Palitzsch made a motion to close the public hearing. Mayor Borgmeyer seconded the motion. All were in favor and the public hearing closed. Mayor Borgmeyer made a motion to forward the application. Missy Palitzsch seconded the motion. The Text Amendment application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their April 1, 2025 meeting.*

#### **ADMINISTRATIVE ITEMS:**

11. Comprehensive Plan Updates

*Staff provided a verbal status update regarding the Comprehensive Plan Update. Discussions with the Planning & Zoning Commission followed.*

**Adjournment**

The next regular meeting of the Planning and Zoning Commission is scheduled for **April 14, 2025**.

Mayor Borgmeyer made a motion to adjourn the meeting. Lindsey Devereux seconded the motion. All were in favor. The meeting adjourned at 7:32 p.m.

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
DATE

**LANDMARKS BOARD - MINUTES**  
**February 24, 2025**  
**City Council Chambers, Fourth Floor City Hall**  
**200 North Second Street**  
**St. Charles, MO 63301**

**MEMBERS PRESENT**

Steve Martin, Chair  
Jill Ryan, Vice Chair  
Michelle Beucke  
Dave Settle  
Tom Smith  
John Donnelly  
Denise Mitchell, Council Liaison

**STAFF PRESENT**

Taylor Moore, Preservation Planner  
John Boyer, Assistant CD Director

On Monday, February 24, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

**1. Call to order and the roll.**

*The meeting was called to order by Steve Martin at 6p.m. Taylor Moore called the roll.*

**2. Pledge of Allegiance.**

**3. Consent Agenda**

(A) Case No. EC-2025-004 735 Washington Street. Adriana Perrone The applicant is requesting permission to install new windows, siding, gutters, and make updates to the front porch [Extended Historic Preservation District, Ward 2].

*This item was removed.*

(B) Case No. EC-2025-005 401 North 6th Street. Mark Manning. The applicant is requesting permission to install a new fence on the property [Extended Historic Preservation District, Ward 1].

(C) Case No. EC-2025-007 1106 South Main Street. Romney Rice. The applicant is requesting permission to install a new fence on the property. [South Main Preservation District, Ward 2].

*This item was removed.*

(D) Case No. EC-2025-009 125 North Main Street. Jeffrey Lage. The applicant is requesting permission to construct a new ADA egress ramp on the rear of the building [Historic Downtown District, Ward 1].

*This item was removed.*

*Michelle Beucke made a motion to approve the remaining balance of the consent agenda, Tom Smith seconded the motion. All were in favor (7-0).*

**4. Removed Consent Items**

(A) Case No. EC-2025-004 735 Washington Street. Adriana Perrone The applicant is requesting permission to install new windows, siding, gutters, and make updates to the front porch [Extended Historic Preservation District, Ward 2].

*Adrianna Perrone was present to answer questions for the Board. Denise Mitchell made a*

*motion to approve the application, Michelle Beucke seconded the motion. All were in favor (7-0).*

- (B) Case No. EC-2025-007 1106 South Main Street. Romney Rice. The applicant is requesting permission to install a new fence on the property. [South Main Preservation District, Ward 2].  
***Derek Kemp with Kemp Contracting LLC was present to answer questions for the Board. Denise Mitchell made motion to approve the application, Michelle Beucke seconded the motion. All were in favor (7-0).***
- (C) Case No. EC-2025-009 125 North Main Street. Jeffrey Lage. The applicant is requesting permission to construct a new ADA egress ramp on the rear of the building [Historic Downtown District, Ward 1].  
***Jeffrey Lage was present to answer questions for the Board. Denise Mitchell made a motion to approve the application, Tom Smith seconded the motion. All were in favor (7-0).***

## 5. Sign Permit Applications

- (A) Sign Permit No. 2025-522 515 South Main Street. Stephen Powell. The applicant is requesting approval for a new projecting and wall mounted signs for the business “1818 Bistrot” [South Main Preservation District, Ward 2].  
***The applicant was not present. Denise Mitchell made motion to approve the sign application, Michelle Beucke seconded the motion. All were in favor (7-0).***
- (B) Sign Permit No. 2025-528 524 South Main Street. Master Signs. The applicant is requesting approval for a new projecting sign for the business “Le Vie Vegan” [South Main Preservation District, Ward 2].  
***Mark Ashen with Master Signs was present to answer questions for the Board. Michelle Beucke made a motion to approve the sign application, John Donnelley seconded the motion. All were in favor (7-0).***
- (C) Sign Permit No. 2025-562 213 North Main Street. Master Signs. The applicant is requesting approval to install a new projecting sign for the business “Reset” [Historic Downtown District, Ward 1].  
***Mark Ashen with Master Signs was present to answer questions for the Board. Michelle Beucke made a motion to approve the sign application. Tom Smith seconded the motion. All were in favor (7-0).***

## 6. Structure Review

- (A) Case No. EC-2025-006 821 South 5<sup>th</sup> Street. Window World. The applicant is requesting approval install seven new windows on the structure [Extended Historic Preservation District, Ward 2].  
***Autumn Malon with Window World was present to answer questions for the Board. Denise Mitchell made a motion to approve the application. Jill Ryan seconded the motion. Six were in favor, none were opposed, one abstained (6-0-1).***
- (B) Case No. EC-2025-008 409 Clark Street. Chris Carver. The applicant is requesting approval to install new windows and doors on the property, and to remove an existing chimney [Extended Historic Preservation District, Ward 1].  
***The application was tabled by the applicant.***

- (C) Case No. EC-2024-057 401 Houston Street. Karen Dunman. The applicant is requesting approval to install new siding on the dwelling [Extended Historic Preservation District, Ward 1].

***Representatives with Goat Construction were present to answer questions for the Board. Tom Smith made a motion to approve the application. John Donnelley seconded the motion. None were in favor, seven were opposed (0-7). The motion failed and the application was denied.***

- (D) Case No. D-2025-001 1115 Hall Street. James Krohn. The applicant is requesting approval to demolish the dwelling on the property [Extended Historic Preservation District, Ward 2].

***James Krohn was present to answer questions for the Board. Michelle Beucke made a motion to find the dwelling historically significant. Denise Mitchell seconded the motion. None were in favor, seven opposed (0-7). The motion failed and the dwelling was approved to be demolished.***

- (E) Case No. D-2024-031 2107 North 3rd Street. L. Ronald Powell. The applicant is requesting approval to demolish the dwelling on the property [Extended Historic Preservation District, Ward 1].

***Ronald Powell and Tommy McCall were present to answer questions for the Board. Michelle Beucke made a motion to find the structure historically significant. Denise Mitchell seconded the motion. Five were in favor, one opposed, and one abstained (5-1-1). The structure was found to be historically significant.***

***Michelle Beucke made a motion to find the structure technologically and economically feasible to rehabilitate. Denise Mitchell seconded the motion. None were in favor, six were opposed, and one abstained (0-6-1). The structure was approved to be demolished.***

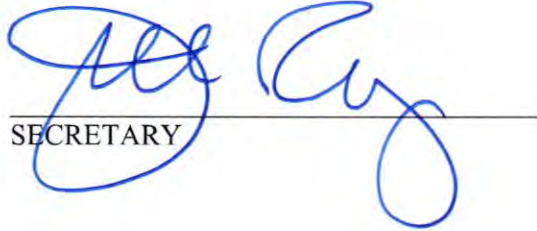
- (F) Case No. SP-2024-027 640 North 2nd Street. Matt Sutherland. The applicant is requesting approval to install new light fixtures on the property [Frenchtown Preservation District, Ward 1].

***Matt Sutherland with JEMA Architects was present to answer questions for the Board. Denise Mitchell made a motion to approve the application. John Donnelley seconded the motion. All were in favor (7-0).***

7. Missouri Main Street Conference – Taylor Moore discussed with the Board the Missouri Main Street Conference that will be July 23-24, 2025 hosted in St. Charles.
8. Demolition Memo – Taylor Moore presents demolition processes and code language for peer cities
9. Announcements/Reports of Officers – N/A
10. Staff Reports/Updates – Taylor Moore reminds the Board the March 17, 2025 meeting will be at 6:30pm instead of 6:00pm.
11. Approval of January 27, 2025 Meeting Minutes - Michelle Beucke made a motion to approve the minutes, Denise Mitchell seconded the motion. Six were in favor, 0 opposed, 1 abstained (6-0-1).

**12. Adjournment**

*Denise Mitchell made a motion to adjourn, Tom Smith seconded. All were in favor (7-0). The meeting was adjourned at 7:54p.m.*

  
\_\_\_\_\_  
SECRETARY

4.21.25  
\_\_\_\_\_  
DATE

## MINUTES

### THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday,  
January 29, 2025

8:30 am

1041 Olive St., St Charles, Missouri 63301

Chairman Burke called the meeting to order at 8:31 a.m. in the Boardroom of the St. Charles Housing Authority

#### Present

Diane Burke, Chair  
Melanie McIlroy, Commissioner, Via Telephone  
David Glidewell, Commissioner  
Pat Pryor, Commissioner  
Bill Otto, City Council Liaison  
Mary Clements, Secretary

#### Absent

Anne Lersch, Vice Chair  
Kathleen Thompson, City Staff Liaison

#### Comments from Residents

No Residents attended the meeting.

Minutes from December 2024, the Board meeting were emailed earlier and discussed at this time. Commissioner McIlroy brought to the Boards attention some errors that needed to be corrected. A motion was made by Commissioner Pryor and seconded by Commissioner Glidewell to approve the minutes with the corrections brought to the Boards attention. Motion carried.

#### Approval of List of Bills

The list of bills from December 2024, consisting of PH Check numbers 42651 to 42705 in the amount of \$61,093.94 and S8 Check numbers 50620 to 50740 in the amount of \$235,997.79 were reviewed and discussed. A motion was made by Commissioner Glidewell and seconded by Commissioner Pryor to approve the list of bills. Motion carried.

#### Vacancies

Regarding the Section 8 Program, we now have 217 units under lease as of January 1, 2025, and are at 80% leased up. We are spending 100% of our HAP for the month of January 2025.

We have 49 vouchers on the street searching, 2 VASH and 24 S8 vouchers and 23 port out vouchers. We have a total of 3 VASH vouchers that need to lease up, this is inclusive of the two vouchers that are outlooking currently and an additional VASH voucher that needs to be issued.

We have eleven vacancies in Low Rent Housing, nine that are offline and in the process of modernization. We are anticipating one additional vacancy by the end of January 2025.

**New Business**

**Old Business**

Resolution # 883 – PH and S8 2025 Operating Budget – Tabled

Executive Directors Review – The Executive Director’s performance was up for review at this time. Executive Director was dismissed from the meeting as the review was discussed. The Board of Directors evaluated and presented the Executive Director with a score of 100/100. After the review was completed, the Executive Director returned to the meeting and the results were discussed. The ED was very appreciative of the score.

**Terminations and Court Hearings**

**Section 8 Termination of Assistance December 2024:**

We have one termination for the Section 8 Program who has requested a hearing, we will be having the hearing at 1:30 pm this afternoon.

We have one tenant who is leaving the Section 8 program as she is no longer able to live on her own.

**Public Housing Termination of Lease December 2024:**

We have five tenants for the Public Housing Program for non-payment of rent, they will probably resolve themselves by the end of the month. There are no additional lease terminations currently.

### Directors Report

Welcome to the New Year of 2025, it certainly has started with a bang. The weather caused us issues to kick off the year but, currently that issue is cleared up and we are back. We now know that the city does not blade our alleys and if the alleys are not cleared then the trash company cannot come of course. The maintenance department is now learning how to attach the blade to the truck and will be using the blade to clean the alley way in the future. Unfortunately, we did not have the opportunity to plow it before the ice caused us many issues. Next weather occurrence we will be ready to remove and remediate immediately.

As you may be aware, as of last night all federal agency money has been frozen until they review the use of the funds. I imagine that the funds for housing will be released rather quickly as I feel it is an essential service, and they will want to keep it running smoothly. To be prepared in the event that they do not open the funds back up for use, we will be on a no spend for anything other than apartment repairs and essentials. We will work off the material we have on the modernization units until more funding is released. No one is allowed to work additional hours than they are normally scheduled. We are hoping for this resolve quickly.

The 20 Moderate Rehab units are going smoothly, and we are learning as we go. We currently have 17 of the units occupied, one unit is waiting for Berkley to approve tenancy, and the landlords are working diligently to fill the other 2 units.

Our Public Housing and Section 8 waitlists are closed currently. Public Housing Units that are empty are being taken offline and modernization is being completed on each unit. We are in the process of issuing S8 Vouchers on a consistent basis. We have been leasing twelve per cent of families pulled, we are hoping to lease at least 40 additional families. Currently we are spending over 90 percent of our funding for the Section 8 program and using reserves to supplement if we need additional funds in any given month. We are proud that we can serve our community in such capacity, and that so many new people have received housing with the aid of our agency. The year 2024 was our goal to be 100 percent leased up and 100 percent of using our budgeted HAP, we were unable to complete this goal but will be striving to achieve this for 2025.

There continues to be a shortage of property owners. There are new property owners who have contacted us, and we are waiting to see if they have decided to house the tenants with our vouchers. We want to thank our board and community for being good ambassadors for the Section 8 program. If anyone knows of a property owner who may wish to rent to our tenants and needs information on the program, please send them our way.

The agency who does the senior residents food boxes monthly are having great turn out each Wednesday. We are servicing 23 clients up from 19 last month. If you know someone in need age 60 or older and they live in St. Charles, please let them know we have applications here. Also, there are applications on the credenza in the BOD room.

We are excited to get our programs up to 100 percent and increase our status with HUD from standard performer to High performer this year. Have a wonderful, we will see you next year. Thank you for all you do in supporting our agency.

Respectfully reported,

Mary Clements  
Executive Director  
St. Charles Housing Authority

**OTHER BUSINESS**

A new motion was made to add Commissioner David Glidewell to the five bank accounts associated with the St. Charles Housing Authority at Commerce Bank. Additionally, previous commissioner Noretta Steinhoff should be removed from the accounts. The active signers shall be Board Chair, Diane Burke, Board Vice Chair, Anne Lersch, Board Commissioner, Patrick Pryor, Board Commissioner, Melanie McIlroy, Board Commissioner, David Glidewell, Executive Director, Maryann Clements, and HA Employee, Madeleine Koch. Any additional names not listed shall be removed as signers from the accounts. A motion was made to approve by Commissioner Pryor and seconded by Commissioner Glidewell.

City Liaison, Bill Otto, gave a report on news around the city. The Snow Removal Issue was discussed. He informed the Board that the Schlafly Micro Brewery was closing and possibly relocating, and the City Centre is scheduled to break ground, April of 2025, and is predicted to take 18 months to complete.

Future Meeting Dates and Times:

Wednesday, February 26, 2025, 8:30 AM  
Wednesday, March 26, 2025, 8:30AM  
Wednesday, April 30, 2025, 8:30AM  
Wednesday, May 28, 2025, 8:30 AM

**Adjournment**

As there was no additional business to come before the Board, A motion was made by Commissioner Pryor and seconded by Commissioner Glidewell to adjourn the meeting. Motion carried. The meeting was adjourned at 9:10 am.

  
Diane Burke, Chairman

  
Mary Clements, Secretary

## MINUTES

### THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday,  
February 26, 2025  
8:30 am

1041 Olive St., St Charles, Missouri 63301

Chairman Burke called the meeting to order at 8:30 a.m. in the Boardroom of the St. Charles Housing Authority

#### Present

Diane Burke, Chair  
Melanie McIlroy, Commissioner, Via Telephone  
David Glidewell, Commissioner  
Bill Otto, City Council Liaison  
Mary Clements, Secretary

#### Absent

Anne Lersch, Vice Chair  
Kathleen Thompson, City Staff Liaison  
Pat Pryor, Commissioner

#### Comments from Residents

No Residents attended the meeting.

Minutes from January 2025, Board meeting, were emailed earlier and discussed at this time. A motion was made by Commissioner Glidewell and seconded by Commissioner McIlroy to approve the minutes. Motion carried.

#### Approval of List of Bills

The list of bills from January 2025, consisting of PH Check numbers 42706 to 42770 in the amount of \$168,008.66 and S8 Check numbers 50742 to 50862 in the amount of \$204,171.29 were reviewed and discussed. A motion was made by Commissioner Glidewell and seconded by Commissioner McIlroy to approve the list of bills. Motion carried.

#### Vacancies

Regarding the Section 8 Program, we now have 217 units under lease as of February 1, 2025, and are at 80% leased up. We are spending 100% of our HAP for the month of February 2025.

We have 53 vouchers on the street searching, 2 VASH and 28 S8 vouchers and 23 port out vouchers. We have a total of 3 VASH vouchers that need to lease up, this is inclusive of the two vouchers that are outlooking currently and an additional VASH voucher that needs to be issued.

We have eleven vacancies in Low Rent Housing, nine that are offline and in the process of modernization. We are not anticipating additional vacancies this month.

**New Business**

**Old Business**

Resolution # 883 – PH and S8 2025 Operating Budget – Was presented and discussed. A motion to approve was made by Commissioner Glidewell and seconded by Commissioner McIlroy. Motion carried.

**Terminations and Court Hearings**

**Section 8 Termination of Assistance February 2025:**

We have no termination for the Section 8 Program.

**Public Housing Termination of Lease February 2025**

:

We have five tenants for the Public Housing Program for non-payment of rent, they will probably resolve themselves by the end of the month. There are no additional lease terminations currently.

### Directors Report

Spring is just around the corner; we are so thankful for the change in the weather. Everything is looking good at this point and Jim will start to work on the lawns and landscaping as the weather permits. The tenants are very appreciative of the work that he has already done at this point. It will look great as it comes into bloom.

Lloyd and Nate are busy trying to renovate the empty units. They have one unit ready for counter tops and then it will be rented. They are in the mist of getting a second unit ready and hopefully it will be available for rent by the end of March or the first couple of weeks of April. The units look wonderful when they are completed.

The 20 Moderate Rehab units are going smoothly, and we are learning as we go. We currently have 17 of the units occupied, the landlords are working diligently to fill the other 3 units.

Our Public Housing and Section 8 waitlists are closed currently. Public Housing Units that are newly empty now are being cleaned and painted and made ready for new tenants as quickly as possible. We are not issuing additional vouchers at this time. Currently we are spending over 90 percent of our funding for the Section 8 program and using reserves to supplement if we need additional funds in any given month. We are proud that we can serve our community in such capacity, and that so many new people have received housing with the aid of our agency. The year 2024 was our goal to be 100 percent leased up and 100 percent of using our budgeted HAP, we were unable to complete this goal but will be striving to achieve this for 2025.

There continues to be a shortage of property owners. There are new property owners who have contacted us, and we are waiting to see if they have decided to house the tenants with our vouchers. We want to thank our board and community for being good ambassadors for the Section 8 program. If anyone knows of a property owner who may wish to rent to our tenants and needs information on the program, please send them our way.

The agency who does the senior residents food boxes monthly are having great turn out each Wednesday. We are servicing 23 clients at this time. If you know someone in need age 60 or older and they live in St. Charles, please let them know we have applications here. Also, there are applications on the credenza in the BOD room.

We are excited to get our programs up to 100 percent and increase our status with HUD from standard performer to High performer this year. Have a wonderful, we will see you next year. Thank you for all you do in supporting our agency.

Respectfully reported,

Mary Clements  
Executive Director  
St. Charles Housing Authority

**OTHER BUSINESS**

The Executive Director, Mary Clements, gave the Board of Directors her notice of retirement effective September 11, 2025. The Board accepted the notice, and ads will be run to find a suitable replacement for the position.


City Liaison, Bill Otto, gave a report on news around the city. An update on the City Centre was given at this time. Old structures are being demolished to make room for new construction, the bricks from the old structures will be recycled into the new construction. A new Dierbergs will be constructed off Elm Street close to the 370 interchanges. During the last cold snap there were many breaks in the main water lines. The city is working hard to remediate the breaks.


Future Meeting Dates and Times:

Wednesday, March 26, 2025, 8:30AM  
Wednesday, April 30, 2025, 8:30AM  
Wednesday, May 28, 2025, 8:30 AM

**Adjournment**

As there was no additional business to come before the Board, A motion was made by Commissioner Glidewell and seconded by Commissioner Mellroy to adjourn the meeting. Motion carried. The meeting was adjourned at 9:20 am.

  
Diane Burke, Chairman

  
Mary Clements, Secretary

MEETING MINUTES - January 23, 2025



**THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION**

**Tourism Commissioners:**

Mayor Dan Borgmeyer	Ms. Ashley Gaddy	Mr. Bill Willbrand
Council Liaison Mr. Mark Hollander	Mr. Dan Tripp	Alt. Council Liaison Ms. Bridget Ohmes
Chairperson Mr. Scott Tate	Ms. April Moxley	
Ms. Marsha Adams	Ms. Lydia Crespo	

**Call to Order & Introductions:** The Tourism Commission Meeting was called to order at 4:00pm by Chair, Mr. Scott Tate. Other Commissioners present were: Ms. April Moxley, Ms. Marsha Adams, Mr. Bill Willbrand, Ms. Lydia Crespo and Mr. Dan Tripp. Staff members present were: Assistant Director, Elizabeth Phelps, Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano. Also present: Marketing Manager, Ed Akers.

- 1. Approval of Minutes:** A motion was made by Ms. April Moxley to approve the October meeting minutes. The motion was seconded by Ms. Marsha Adams and was approved unanimously.
- 2. Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
  - STR
  - Convention Center
  - CVB Financial
- 3. CVB and Foundry updates:** Ms. Elizabeth Phelps provided the CVB and Foundry updates. Ms. Phelps reported that, at this time we remain in the “break down” phase following our 50<sup>th</sup> Season of Saint Charles Christmas Traditions. The persistent snow and ice have made that process much slower than normal. Elizabeth also announced that CVB Staff is currently working on new editions of our Discover Saint Charles Magazine and our Restaurant Guide, Bite Size. New issues are expected in May. In addition, the CVB is preparing for the second annual Valentine’s Day Micro Festival, Once Upon a Valentine,<sup>®</sup> Stories for the Loved and Loveless, scheduled for February 8 and 9. Staff is also working on applications for the Missouri Marketing Matching Grant and the Missouri Arts Council Grant. The Foundry Art Centre is busy with preparations for the inaugural “Fire Arts Fest” on January 24, and for February’s First Friday celebration, the popular Heart Mart on February 7. The Foundry is also gearing up for its first ever Baby Rave, scheduled for February 22 and for welcoming back The Ambassadors of Harmony on April 26.

## MEETING MINUTES - January 23, 2025

Ms. Joanie Ohlms provided the Sales Division update.

**4. Public Comments:** None

**5. Announcements | Updates:**

- Mayor: None.
- Council Liaison: None.
- Commissioners: Ms. Adams announced that Good News Frenchtown's February Happy Hour will feature musician, Claudia Rose. Ms. Moxley announced the City's combined winter events, Fete de Glace and Bowls & Brews, will be held on Saturday, January 25. Mr. Tripp announced the Defiance St. Patrick's Day Parade and Events are scheduled for Saturday, March 15, 2025.

**6. Adjournment:** The January meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:20pm.

Approved: \_\_\_\_\_



April 24, 2025

MEETING MINUTES  
February 27, 2025  
Canceled due to lack of quorum



230 South Main Street, St. Charles, MO 63301

**THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION**

**Tourism Commissioners:**

Mayor Dan Borgmeyer	Ms. Ashley Gaddy	Mr. Bill Willbrand
Council Liaison Mr. Mark Hollander	Mr. Dan Tripp	Alt. Council Liaison Ms. Bridget Ohmes
Chairperson Mr. Scott Tate	Ms. April Moxley	
Ms. Marsha Adams	Ms. Lydia Crespo	

On February 27, 2025, after determining that a quorum of members was not present, **the February Meeting of The Greater Saint Charles Convention and Visitors Commission was canceled.**

The next scheduled meeting for the Greater Saint Charles Convention and Visitors Commission is March 27, 2025 at 4:00 p.m.

Approved: \_\_\_\_\_

April 24, 2025

**RCA FORM (OFFICE USE ONLY)**

Bill # NA

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL Sponsor(s): N/A

**Description:**

Monthly Finance FITS Report for the month ended March 2025.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Page 1-2, Financial Overview for March 2025.  
Page 3-5, Presentation of monthly investment report for the month of March 2025.  
Page 6, Pursuant to Ordinance #11-09; requests for Intra-Departmental Transfer of Appropriations > \$10,000 for March 2025.  
Page 7, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of March 2025.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: JS Dept. Dir. Geo Finance Dir. Geo Dir. of Admin. Al For 10

CITY OF ST. CHARLES, MO  
 FINANCIAL UPDATE  
 YTD 03/31/2025

General Fund	Amended Budget		Unaudited Actual		% of Budget	Amended Budget		Unaudited Actual		% of Budget	Difference	Notes
	2024	2025	2024	2025		2024	2025	2024	2025			
Revenue:												
Property Taxes	\$10,109,066	\$10,595,886	\$10,327,386	\$4,383,422	102%	\$10,595,886	\$4,383,422	41%	↑	41%	(\$6,212,464)	
Utility Taxes	\$9,984,018	\$8,438,857	\$8,505,387	\$2,261,090	85%	\$8,438,857	\$2,261,090	27%	↑	27%	(\$6,177,767)	
Sales Taxes	\$12,668,921	\$13,175,678	\$12,279,031	\$3,099,096	97%	\$13,175,678	\$3,099,096	16%	↓	16%	(\$10,076,582)	
Use Tax	\$4,000,000	\$7,744,331	\$6,785,124	\$1,705,712	0%	\$7,744,331	\$1,705,712	22%	↓	22%	(\$6,038,619)	
Other Tax Revenue	\$1,059,232	\$980,875	\$741,585	\$163,889	70%	\$980,875	\$163,889	17%	↓	17%	(\$816,986)	
Gaming Tax	\$7,246,085	\$7,068,546	\$7,246,086	\$1,671,699	100%	\$7,068,546	\$1,671,699	24%	→	24%	(\$5,396,847)	
Licenses and Permits	\$2,625,727	\$2,326,320	\$2,328,705	\$784,589	89%	\$2,326,320	\$784,589	34%	↑	34%	(\$1,541,731)	
Fines and Fees	\$3,712,140	\$2,951,689	\$2,758,142	\$718,868	74%	\$2,951,689	\$718,868	24%	→	24%	(\$2,232,821)	
Charges for Services	\$11,219,890	\$12,474,454	\$11,035,114	\$3,054,035	98%	\$12,474,454	\$3,054,035	24%	↓	24%	(\$9,420,419)	
Miscellaneous Revenue	\$765,671	\$890,069	\$727,345	\$140,447	95%	\$890,069	\$140,447	16%	↓	16%	(\$749,622)	
Interest	\$180,000	\$380,000	\$174,921	\$873,987	97%	\$380,000	\$873,987	230%	↑	230%	\$493,987	
Transfers In From Other Funds	\$1,000	\$1,000	\$1,000	\$0	100%	\$1,000	\$0	0%	↓	0%	(\$1,000)	
Sales of Fixed Assets	\$100,000	\$100,000	\$82	\$0	0%	\$100,000	\$0	0%	↓	0%	(\$100,000)	
Grants	\$19,105	\$912,330	\$103,470	\$20,764	542%	\$912,330	\$20,764	2%	↓	2%	(\$891,566)	
Total Revenue	\$63,690,855	\$68,040,035	\$63,013,378	\$18,877,598		\$68,040,035	\$18,877,598				(\$49,162,437)	
Expenditures:												
Personnel Services	\$46,459,307	\$51,346,132	\$45,833,329	\$11,590,056	99%	\$51,346,132	\$11,590,056	23%	↑	23%	(\$39,756,076)	
Professional/Purchased Services	\$12,011,051	\$13,431,399	\$10,843,087	\$2,751,771	90%	\$13,431,399	\$2,751,771	20%	↑	20%	(\$10,679,628)	
General/Operating Supplies	\$2,814,634	\$2,436,981	\$2,049,746	\$411,717	73%	\$2,436,981	\$411,717	17%	↑	17%	(\$2,025,264)	
Capital	\$4,479,035	\$2,510,764	\$2,022,458	\$1,001,718	45%	\$2,510,764	\$1,001,718	40%	↓	40%	(\$1,509,046)	
Transfers To Other Funds	\$0	\$0	\$1,668	\$0	0%	\$0	\$0	0%	↑	0%	\$0	
Total Expenditures	\$65,764,027	\$69,725,277	\$60,750,288	\$15,755,263		\$69,725,277	\$15,755,263				(\$53,970,014)	
Difference in Rev and Exp	(\$2,073,171)	(\$1,685,242)	\$2,263,091	\$3,122,335		(\$1,685,242)	\$3,122,335					
Fund Balance - beginning			\$19,710,306	\$21,973,397			\$21,973,397					
Fund Balance - ending			\$21,973,397	\$25,095,731			\$25,095,731					
<b>Street Maintenance</b>												
Revenue	\$10,163,973	\$10,823,884	\$10,764,011	\$2,130,328	106%	\$10,823,884	\$2,130,328	20%	↓	20%	(\$8,693,556)	
Expenses	\$14,737,133	\$14,432,261	\$10,905,622	\$2,571,089	74%	\$14,432,261	\$2,571,089	18%	↑	18%	(\$11,861,172)	
Difference in Rev and Exp	(\$4,573,160)	(\$3,608,377)	(\$141,611)	(\$440,761)		(\$3,608,377)	(\$440,761)				\$3,167,616	
Fund Balance - beginning			\$5,270,318	\$5,128,707			\$5,128,707					
Fund Balance - ending			\$5,128,707	\$4,687,946			\$4,687,946					

CITY OF ST. CHARLES, MO  
 FINANCIAL UPDATE  
 YTD 03/31/2025

	Amended Budget 2024	Unaudited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes	
<b>Park</b>									
Revenue	\$9,458,121	\$12,496,242	132%	\$8,879,641	\$2,808,397	32%	(\$6,071,244)		
Expenses	\$9,649,185	\$8,883,897	92%	\$9,910,429	\$1,380,143	14%	(\$8,530,286)		
Difference in Rev and Exp	(\$191,064)	\$3,612,345		(\$1,030,788)	\$1,428,254		\$2,459,042		
Fund Balance - beginning		\$2,874,773			\$6,487,118				
Fund Balance - ending		\$6,487,118			\$7,915,372				
<b>Tourism</b>									
Revenue	\$5,721,671	\$5,957,581	104%	\$6,223,019	\$1,508,408	24%	(\$4,714,611)		
Expenses	\$6,044,900	\$5,632,259	93%	\$7,123,522	\$1,023,932	14%	(\$6,099,590)		
Difference in Rev and Exp	(\$323,229)	\$325,322		(\$900,503)	\$484,476		\$1,384,978		
Fund Balance - beginning		\$4,157,036			\$4,482,358				
Fund Balance - ending		\$4,482,358			\$4,966,834				
<b>Waterworks</b>									
Revenue: Operating	\$13,061,879	\$15,700,614	120%	\$16,330,070	\$3,389,314	21%	(\$12,940,756)		
Revenue: Debt Issuance	\$12,100,000	\$12,100,000	0%	\$0	\$0	0%	\$0		
Expenses: Operating	\$13,083,400	\$13,399,975	102%	\$14,008,964	\$2,492,044	18%	(\$11,516,920)		
Expenses: Cost of Issuance	\$102,341	\$102,341	0%	\$0	\$0	0%	\$0		
Difference in Rev and Exp	(\$21,521)	\$2,300,639		\$2,321,106	\$897,270		(\$1,423,837)		
Fund Balance - beginning - unrestricted		\$5,806,586			\$8,107,225				
Fund Balance - ending - unrestricted		\$8,107,225			\$9,004,495				
<b>Sanitary Sewer</b>									
Revenue	\$24,083,808	\$27,002,057	112%	\$18,356,000	\$4,749,066	26%	(\$13,606,934)		
Expenses	\$22,979,908	\$22,389,136	97%	\$15,757,272	\$2,841,089	18%	(\$12,916,183)		
Difference in Rev and Exp	\$1,103,900	\$4,612,920		\$2,598,728	\$1,907,977		(\$690,751)		
Fund Balance - beginning - unrestricted		\$7,209,554			\$11,822,474				
Fund Balance - ending - unrestricted		\$11,822,474			\$13,730,451				
<b>Gaming Revenue - All Funds:</b>	<b>Allocation</b>	<b>Allocation</b>							
General	69%	69%		\$7,246,085	\$7,247,086	67%	\$7,068,546	\$1,671,699	(\$5,396,847)
Redevelopment	0%	0%		\$0	\$0	0%	\$0	\$0	\$0
Street Construction	0%	0%		\$0	\$0	0%	\$0	\$0	\$0
Major Facilities	0%	0%		\$0	\$0	0%	\$0	\$0	\$0
Capital Improvement	31%	31%		\$3,261,450	\$2,758,207	33%	\$3,544,064	\$838,165	(\$2,705,899)
Total Gaming Revenue			95%	\$10,507,535	\$10,005,293		\$10,612,610	\$2,509,864	(\$8,102,746)

**CITY OF ST. CHARLES  
OUTSTANDING POOLED INVESTMENTS  
3/31/2025**

Investment Pooled Investments:	Date of Purchase	Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net	
												Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.
<b>Cash and Cash Equivalents</b>													
FSTGD							13,176,897.59			13,176,897.59		44,370.16	
USTB	04/18/2024	04/17/2025	1,000,000.00	2.2500%	95.11	0.183%	951,061.32		95.14	951,352.44	291.12	46,757.56	
USTB	12/01/2024	11/28/2025	1,000,000.00	2.2500%	96.15	0.183%	961,528.06		96.27	962,687.88	1,159.82	11,202.12	
USTB	10/03/2024	10/02/2025	1,000,000.00	1.2500%	96.11	0.181%	961,111.11		96.08	960,775.58	(335.53)	18,444.42	
			<b>\$ 3,000,000.00</b>		<b>\$ 95.79</b>		<b>\$ 16,050,598.08</b>	<b>\$ -</b>	<b>\$ 287.48</b>	<b>\$ 16,051,713.49</b>	<b>\$ 1,115.41</b>	<b>\$ 120,774.26</b>	
<b>Fixed Income Investments</b>													
USTN - 91282C-LY-5	12/01/2024	11/30/2026	1,000,000.00	1.4500%	99.94	1.450%	999,375.00		100.495000	1,004,950.00	5,575.00	14,244.50	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	1,000,000.00	1.4500%	89.81	1.450%	898,085.94		91.848000	918,480.00	20,394.06	5,027.47	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.450%	992,031.25		100.305000	1,003,050.00	11,018.75	11,756.24	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	99.00	1.450%	990,039.07		100.791000	1,007,910.00	17,870.93	13,825.55	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	1,000,000.00	1.3875%	97.39	1.390%	973,906.25		99.971000	999,710.00	25,803.75	12,987.63	
USTN - 91282C-HD-6	11/06/2023	05/31/2025	1,000,000.00	1.4250%	98.68	1.425%	986,796.88		100.007000	1,000,070.00	13,273.12	14,244.50	
USTN - 91282C-HV-6	11/06/2023	08/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,640.63		100.297000	1,002,970.00	1,329.37	4,347.82	
USTN - 91282C-JE-2	11/06/2023	10/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,562.50		100.462000	1,004,620.00	3,057.50	20,994.47	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19		103.202000	1,032,020.00	16,902.81	20,469.61	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.460%	994,882.81		101.051000	1,010,510.00	15,627.19	17,503.45	
USTN - 91282C-JS-1	01/01/2024	12/31/2025	1,000,000.00	1.4250%	99.83	1.460%	998,281.25		100.090000	1,000,900.00	2,618.75	10,683.70	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.500%	960,468.75		99.285000	992,850.00	32,381.25	99.04	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.500%	976,601.56		100.749000	1,007,490.00	30,888.44	0.00	
USTN - 91282C-KH-3	04/01/2024	03/31/2026	1,000,000.00	1.5000%	99.14	1.500%	991,406.25		100.421000	1,004,210.00	12,803.75	122.95	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.500%	991,640.63		101.164000	1,011,640.00	19,999.37	20,769.23	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.600%	984,804.69		98.204000	982,040.00	(2,764.69)	95.62	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	1,000,000.00	3.5400%	99.20	3.540%	991,992.19		99.350000	993,500.00	(1,507.81)	95.62	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63		99.963000	999,630.00	(1,385.63)	17,884.61	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.900%	1,027,968.75		102.800000	1,023,400.00	(4,568.75)	126.36	
			<b>\$ 19,000,000.00</b>		<b>\$ 98.83</b>		<b>\$ 18,777,617.22</b>	<b>\$ -</b>	<b>\$ 1,900.46</b>	<b>\$ 18,999,950.00</b>	<b>\$ 222,332.78</b>	<b>\$ 185,280.37</b>	
REPOs	03/31/2025	04/01/2025	0.00	0.000%	100.000000	0.000%			100.000000	0.00	0.00	0.00	
OTHER (e)	03/01/2025	03/31/2025			100.000000								
<b>Total</b>			<b>\$ 22,000,000.00</b>				<b>\$ 34,828,215.30</b>	<b>\$ -</b>		<b>\$ 35,051,663.49</b>	<b>\$ 223,448.19</b>	<b>\$ 306,054.63</b>	<b>\$ 0.00</b>

**Notes:**  
a Coupon on the overnight repurchase agreement varies; the purchase price of discount notes imputes a yield, and therefore a coupon is not applicable.  
b The lower of YTC or YTM is used if a call date is applicable; the yield on REPOs is based on total interest earned on the average daily balance.  
c Purchased Interest is the imputed interest covering the period between the previous interest payment date and the date of purchase.  
d Net Current Month Accrued Interest consists of gross coupon interest +/- amortization of premium/discount for the month.  
e "OTHER" represents activity for REPOs & other investments that were sold or matured during the month.

**CITY OF ST. CHARLES  
 POOLED INVESTMENTS REPORT  
 EXECUTIVE SUMMARY  
 3/31/2025**

	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
<b><u>Investment Portfolio(Book Value):</u></b>			
Diversification Summary:			
U.S. Treasury Obligations	16,050,598.08	46%	100%
U.S. Government Agency Securities	18,777,617.22	54%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>34,828,215.30</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	14,138,425.65	41%	
6 to 12 months	0.00	0%	
1 to 2 years	4,902,172.44	14%	
2 to 5 years	15,787,617.21	45%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	<u>34,828,215.30</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>16,050,598.08</u>	<u>46%</u>	min 5%

**Interest Earnings Recap:**

	<u>Current Year</u>	<u>Prior Year</u>
Interest Income:		
Earned - Year-to-Date	305,641.87	252,235.53
Realized - Year-to-Date	-	-
Total Outstanding Portfolio at: 03/31	<u>34,828,215.30</u>	-
Weighted Average Rate of Return:		
Current Month	-	-
Year-to-Date	<u>0.0000%</u>	<u>0.0000%</u>

**Budget to Actual**

	<u>Current Year</u>	<u>Prior Year</u>
Budgeted	300,000	100,000
Actual - Realized	-	386,869
Actual - Repos	-	-
Projected	-	-
	<u>0</u>	<u>386,869</u>
Variance - Over (Under) Budget	<u>(300,000)</u>	<u>286,869</u>

**Collateral Coverage:**

Total Commerce Deposits	\$30,000,000.00	
FDIC Coverage	(250,000.00)	
Deposit Amount Requiring Collateralization	<u>\$29,750,000.00</u>	
Collateralization Ratio	1.10	
Collateral Required	<u>\$32,725,000.00</u>	
Market Value of Collateral at: 03/31	33,358,187.86	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral	<u>33,608,187.86</u>	
Excess of Collateral over Deposits - Aggregate	<u>\$3,608,187.86</u>	112%

**Investment Activity for the Month:**

<u>Investment</u>	<u>Date of:</u>		<u>Coupon</u>	<u>Yield</u>	<u>Par Value</u>	<u>Purch. Price</u>
	<u>Purchase</u>	<u>Sale/Mat.</u>				
<b><u>Purchases:</u></b>						
NONE						
<b><u>Maturities:</u></b>						
NONE						
<b><u>Sales/Calls:</u></b>						
NONE						



## *Memorandum*

**To:** Members of City Council

**From:** Finance

**Date:** May 6, 2025

**Subject:** March 2025 Over \$10K Transfers Report

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The following budget transfers took place in March 2025:

- The Fire Department transferred \$17,000.00 to Other Professional Services Other for the second invoice for St Charles County subscriber fees.
- The Police Department transferred \$70,000.00 to Other Professional Services Other for Blueline AI to correct account.
- The Public Works Department transferred \$16,000.00 to Operating Supplies Concrete for Public Works/Water concrete due to main breaks.



## *Memorandum*

**To:** Members of City Council

**From:** Finance

**Date:** May 6, 2025

**Subject:** March 2025 Surplus Report

The following items were approved to be disposed of in March 2025 as surplus and/or abandoned property:

<u>Department</u>	<u>Items</u>	<u>Reason</u>
Public Works	3" Trash Pump (4) Wacker PT3H	Broken and cost to repair is not economical. Sell at online auction.
Information Technology	Cell phone (1) Apple iphone 14, Toughbook (2) Panasonic FZ-55, Surface Pro (10) Microsoft Surface Pro 7, Desktop (1) Dell Optiplex 3050, Laptop (4) Dell Latitude 5590, Laptop (4) Dell Latitude 5500, Document Scanner (3) Canon DR-M11051, Amplifier 150 watt (1) Bogen GS150D	No longer needed to perform the duties of the department. Sell at online auction.
Public Works	Wheeled Excavator Doosan DX1990W	Obsolete and not compatible with newer equipment. Trade-in to Central Power for new unit



Contract # \_\_\_\_\_  
(City Clerk will Assign)

**CONTRACT ROUTING SLIP  
(YELLOW PAPER)  
CONTRACTS EXCEEDING \$100,000.00**

<b>Requesting Department:</b>	Police	<b>Department Contact:</b>	H. SCHNELLE
<b>Vendor Name &amp; NWS#:</b>	GULF STATES DISTRIBUTORS INC #1402		
<b>Description/Purpose:</b>	PURCHASE AMMUNITION UNDER STATE CONTRACT# CC240449002		
<b>Account #:</b>	001-120-210-761-041		
<b>Project #:</b>			
<b>Amount of this Routing:</b>	\$ 118,705.00	<b>Requisition #:</b>	25-437
<b>Contract Type:</b>	Select One	<b>Select One</b>	Coop#: CC240449002
<b>Contract Term:</b>	1 YEAR	<b>Renewal Options:</b>	
<b>If Renewal or Amendment: C#</b>	<b>Amendment #</b>	<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$	<b>Total of Previous Amendments:</b>	\$
<b>Total Contract Value:</b>	\$118,705.00		

DS  
KS

**Certifications: to be completed by Originating Department Director**

All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

<b>Printed Name:</b> <i>Jennifer O'Connor</i> 0ABB15C1BAB0474...	<b>Signature:</b> <i>Jennifer O'Connor</i> 0ABB15C1BAB0474...	4/17/2025
--	---	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: <i>Paul Feldmann</i> 4/17/2025 CA2B387B773142A...
Department of Law (for Legality only)	DocuSigned by: <i>Holly Magdziary</i> 4/17/2025 25D50864387842C...
Director of Finance (Funds Available)	DocuSigned by: <i>Jennifer O'Connor</i> 4/17/2025 C5FB3E8A40BE40D...
Director of Administration (Recommend Approval)	DocuSigned by: <i>Lawrence S. Dobrosky, Jr.</i> 4/17/2025 3E05A81A58094AA...
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 05/06/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): \_\_\_\_\_ Sponsor(s): \_\_\_\_\_

**Description:**

PURCHASE AMMUNITION UNDER STATE CONTRACT# CC240449002

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

PURCHASE AMMUNITION UNDER STATE CONTRACT# CC240449002

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** 118,705.00

**Requisition #**  25-437

**Account #:** 001-120-210-761-041

**Project #:** \_\_\_\_\_

RCA prepared by: HS Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

**CITY OF SAINT CHARLES, MISSOURI  
PURCHASE CONTRACT**

**Contract # \_\_\_\_\_**

This Purchase Contract (hereinafter, the "Contract") between the City of Saint Charles, Missouri (hereinafter, the "City") and Gulf States Distributors, Inc., (hereinafter, the "Vendor") is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide Ammunition to the City's Police Department, in accordance with Vendor's State of Missouri Contract #CC240449002, a copy of which is attached and incorporated as Exhibit A.
2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed One Hundred Eighteen Thousand Seven Hundred Five Dollars (\$118,705.00).

The City's obligation to pay the Contract Price and the Vendor to provide goods or services ceases immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract.

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.

4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination.

5. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.

6. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.

7. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

8. Vendor acknowledges award of the Contract requires compliance with:

- A. Pursuant to Section 34.600 RSMo, as amended, Vendor, 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 Vendor has less than ten (10) employees;
- B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

**CITY OF SAINT CHARLES, MISSOURI  
PURCHASE CONTRACT**

**Contract #** \_\_\_\_\_

- C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. Vendor represents and warrants compliance with Section 285.530 at the time of Contract award. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to the Contract is attached and incorporated by this reference; and
- D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

9. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

10. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

The Vendor and City have executed the Contract on the dates written below.

GULF STATE DISTRIBUTORS, INC.:

CITY OF SAINT CHARLES, MISSOURI:

\_\_\_\_\_ 4-17-2025  
Date  
By: Tommy Trammell VP  
(Print Name and Title)

\_\_\_\_\_ Daniel J. Borgmeyer Date  
Director of Administration

Corporate Attest (if applicable):

Attest:

By: [Signature] 4-17-25  
Date

\_\_\_\_\_ City Clerk Date

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this Contract 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.

DocuSigned by:  
Jennifer O'Connor 4/17/2025  
CSFB3E8A40BE40D...  
Director of Finance Date

**GULF STATES NOW HAS  
CTS FOR MISSOURI!**

## Department Pricing For Missouri Law Enforcement

Includes pricing from State of Missouri  
Ammunition Contract #CC240449002  
January 19, 2025-January 18, 2026

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All pricing in this Contract is  
FET-exempt, Department-Only pricing.  
If you need I/O pricing or your agency  
isn't federal excise tax exempt, call  
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# DUTY AMMUNITION

## .25ACP/.32ACP DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Speer Gold Dot	23602GD-200	.25ACP 35gr Bonded HP	\$195.00/cs200	Contract
Speer Gold Dot	23604GD-200	.32ACP 60gr Bonded HP	\$235.00/cs200	Contract

## .38 SPECIAL/.357 MAGNUM DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Classic	38G	.38SP 158gr Hi-Shok SWHP	\$420.00/cs1000	Contract
Federal Cartridge Hydra-Shok	P38HS1G	.38SP 129gr +P HSHP	\$570.00/cs1000	Contract
Speer Gold Dot	53722	.38SP 125gr Bonded HP	\$499.00/cs1000	Contract
Speer Gold Dot	53720	.38SP 125gr +P Bonded HP	\$499.00/cs1000	Contract
Remington Golden Saber	29431	.38SP 125gr +P BJHP GS38SBB	\$295.00/cs500	Contract
Hornady Critical Defense	90300	.38SP 90gr FTX (backup gun)	\$244.00/cs250	Non-Contract
Hornady Critical Defense	90310	.38SP 110gr FTX (backup gun)	\$244.00/cs250	Non-Contract
Hornady Critical Defense	90311	.38SP 110gr +P FTX (backup gun)	\$244.00/cs250	Non-Contract
Speer Gold Dot Short Barrel	23917GD-200	.357MAGNUM 135gr Bonded HP	\$270.00/cs200	Contract
Speer Gold Dot	53960	.357MAGNUM 158gr Bonded HP	\$599.00/cs1000	Contract
Remington Golden Saber	R29401	.357MAGNUM 125gr BJHP GS357MAB	\$405.00/cs500	Contract
Hornady Critical Duty	90515	.357MAGNUM 135gr Flex-Lock	\$385.00/cs500	Non-Contract
Hornady Critical Defense	90500	.357MAGNUM 125gr FTX (backup gun)	\$267.00/cs250	Non-Contract

## .380 AUTO DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge HST	P380HST1	.380ACP 99gr HST HP	\$575.00/cs1000	Contract
Federal Cartridge HydraShok	P380HS1G	.380ACP 90gr HydraShok HP	\$605.00/cs1000	Contract
Speer Gold Dot	53606	.380ACP 90gr Bonded HP	\$415.00/cs1000	Contract
Remington Golden Saber	29413	.380ACP 102gr BJHP GS380BB	\$295.00/cs500	Contract
Hornady Critical Defense	90080	.380ACP 90gr FTX (backup gun)	\$215.00/cs250	Non-Contract



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# DUTY AMMUNITION

## 9MM LUGER DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Classic	9BP	9MM 115gr Hi-Shok HP	\$335.00/cs1000	Contract
Federal Cartridge Classic	9MS	9MM 147gr Hi-Shok HP	\$335.00/cs1000	Contract
Federal Cartridge HST	P9HST1	9MM 124gr HST HP	\$425.00/cs1000	Contract
Federal Cartridge HST	P9HST2	9MM 147gr HST HP	\$425.00/cs1000	Contract
Federal Cartridge HST	P9HST3	9MM 124gr +P HST HP	\$425.00/cs1000	Contract
Federal Cartridge Hydra-Shok	P9HS1G1	9MM 124gr HSHP	\$455.00/cs1000	Contract
Speed Gold Dot	53614	9MM 115gr Bonded HP	\$425.00/cs1000	Contract
Speer Gold Dot	53617	9MM 124gr +P Bonded HP	\$425.00/cs1000	Contract
Speer Gold Dot	53618	9MM 124gr Bonded HP	\$425.00/cs1000	Contract
Speer Gold Dot	53619	9MM 147gr Bonded HP	\$425.00/cs1000	Contract
Speer Gold Dot G2	54226	9MM 147gr Bonded G2	\$455.00/cs1000	Contract
Speer Gold Dot Short Barrel	23611GD-200	9MM 124gr +P Bonded HP	\$230.00/cs200	Contract
Remington Golden Saber	29357	9MM 124gr BJHP GS9MMBB	\$285.00/cs500	Contract
Remington Golden Saber	29358	9MM 124gr +P BJHP GS9MMDB	\$285.00/cs500	Contract
Remington Golden Saber	29359	9MM 147gr BJHP GS9MMCB	\$285.00/cs500	Contract
Remington Golden Saber Bonded	29351	9MM 124gr +P Bonded BJHP GS9MMC	\$380.00/cs500	Contract
Remington Golden Saber Bonded	29353	9MM 147gr Bonded BJHP GS9MMC	\$380.00/cs500	Contract
Hornady Critical Duty	90215	9MM 124gr Flex-Lock	\$296.00/cs500	Non-Contract
Hornady Critical Duty	90225	9MM 135gr +P Flex-Lock	\$296.00/cs500	Non-Contract
Hornady Critical Duty	90235	9MM 135gr Flex-Lock	\$296.00/cs500	Non-Contract
Hornady Critical Defense	90240	9MM 110gr Lite FTX (backup gun)	\$217.00/cs250	Non-Contract
Hornady Critical Defense	90250	9MM 115gr FTX (backup gun)	\$217.00/cs250	Non-Contract

## .40 S&W DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Classic	40SWB	.40S&W 155gr Hi-Shok HP	\$425.00/cs1000	Contract
Federal Cartridge Classic	40SWA	.40S&W 180gr Hi-Shok HP	\$425.00/cs1000	Contract
Federal Cartridge HST	P40HST3	.40S&W 165gr HST HP	\$485.00/cs1000	Contract
Federal Cartridge HST	P40HST1	.40S&W 180gr HST HP	\$485.00/cs1000	Contract
Federal Cartridge Hydra-Shok	P40HS3G	.40S&W 165gr HSHP	\$525.00/cs1000	Contract
Speer Gold Dot	53970	.40S&W 165gr Bonded HP	\$475.00/cs1000	Contract
Speer Gold Dot	53962	.40S&W 180gr Bonded HP	\$475.00/cs1000	Contract
Speer Gold Dot G2	53999	.40S&W 180gr Bonded G2	\$525.00/cs1000	Contract
Speer Gold Dot Short Barrel	23974GD-200	.40S&W 180gr Bonded HP	\$250.00/cs200	Contract
Remington Golden Saber	R29429	.40S&W 165gr BJHP GS40SWAB	\$325.00/cs500	Contract
Remington Golden Saber	R29430	.40S&W 180gr BJHP GS40SWBB	\$325.00/cs500	Contract
Remington Golden Saber Bonded	29366	.40S&W 165gr Bonded BJHP GSB40SWA	\$395.00/cs500	Contract
Remington Golden Saber Bonded	29436	.40S&W 180gr Bonded BJHP GSB40SWN	\$395.00/cs500	Contract
Hornady Critical Duty	91375	.40S&W 175gr Flex-Lock	\$315.00/cs500	Non-Contract
Hornady Critical Defense	91340	.40S&W 165gr FTX (backup gun)	\$240.00/cs200	Non-Contract

# ***DUTY AMMUNITION***

## ***.357 SIG DUTY AMMO***

<b>MANUFACTURER</b>	<b>LOAD #</b>	<b>DESCRIPTION</b>	<b>CASE PRICE</b>	<b>CONTRACT DESIGNATION</b>
Federal Cartridge HST	P357SHST1	.357SIG 125gr HST HP	\$560.00/cs1000	Contract
Speer Gold Dot	53918	.357SIG 125gr +P Bonded HP	\$445.00/cs1000	Contract
Speer Gold Dot	54234	.357SIG 125gr Bonded HP	\$435.00/cs1000	Contract
Remington Golden Saber Bonded	29408	.357SIG 125gr Bonded BJHP GSB357SB	\$395.00/cs500	Contract
Hornady Critical Duty	91295	.357SIG 135gr Flex-Lock	\$378.00/cs500	Non-Contract

## ***.45 ACP DUTY AMMO***

<b>MANUFACTURER</b>	<b>LOAD #</b>	<b>DESCRIPTION</b>	<b>CASE PRICE</b>	<b>CONTRACT DESIGNATION</b>
Federal Cartridge Classic	45D	.45ACP 230gr Hi-Shok HP	\$495.00/cs1000	Contract
Federal Cartridge HST	P45HST1	.45ACP 230gr +P HST HP	\$525.00/cs1000	Contract
Federal Cartridge HST	P45HST2	.45ACP 230gr HST HP	\$525.00/cs1000	Contract
Federal Cartridge Hydra-Shok	P45HS1G	.45ACP 230gr HSHP	\$580.00/cs1000	Contract
Speer Gold Dot G2	54256	.45ACP 230gr Bonded G2	\$625.00/cs1000	Contract
Speer Gold Dot	53969	.45ACP 200gr +P Bonded HP	\$525.00/cs1000	Contract
Speer Gold Dot	53966	.45ACP 230gr Bonded HP	\$525.00/cs1000	Contract
Speer Gold Dot Short Barrel	23975GD-200	.45ACP 230gr Bonded HP	\$265.00/cs200	Contract
Remington Golden Saber	29445	.45ACP 185gr BJHP GS45APAB	\$355.00/cs500	Contract
Remington Golden Saber	29453	.45ACP 230gr BJHP GS45APBB	\$355.00/cs500	Contract
Remington Golden Saber	29457	.45ACP 185gr +P BJHP GS45APCB	\$355.00/cs500	Contract
Remington Golden Saber Bonded	29414	.45ACP 185gr Bonded BJHP GSB45APA	\$435.00/cs500	Contract
Remington Golden Saber Bonded	29416	.45ACP 230gr Bonded BJHP GSB45APB	\$435.00/cs500	Contract
Hornady Critical Duty	90925	.45ACP 220gr Flex-Lock	\$365.00/cs500	Non-Contract
Hornady Critical Defense	90900	.45ACP 185gr FTX (backup gun)	\$244.00/cs200	Non-Contract

## ***.45GAP/.45 COLT/.44SP DUTY AMMO***

<b>MANUFACTURER</b>	<b>LOAD #</b>	<b>DESCRIPTION</b>	<b>CASE PRICE</b>	<b>CONTRACT DESIGNATION</b>
Speer Gold Dot	53978	.45GAP 200gr Bonded HP	\$560.00/cs1000	Contract
Hornady Critical Defense	92790	.45COLT 185gr FTX (backup gun)	\$244.00/cs200	Non-Contract
Speer Gold Dot	23980GD-200	.44SP 200gr Bonded HP	\$295.00/cs200	Contract
Hornady Critical Defense	90700	.44SP 165gr FTX (backup gun)	\$230.00/cs200	Non-Contract

## ***10MM DUTY AMMO***

<b>MANUFACTURER</b>	<b>LOAD #</b>	<b>DESCRIPTION</b>	<b>CASE PRICE</b>	<b>CONTRACT DESIGNATION</b>
Speer Gold Dot	54000GD-200	10MM 200gr GDHP	\$270.00/cs200	Contract
Hornady Critical Duty	91255	10MM 175gr Flex-Lock	\$389.00/cs500	Non-Contract

# DUTY AMMUNITION

## 12GA/20GA DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Tactical	LE132-00	12GA 9-pellet 00Buck LR	\$205.00/cs250	Contract
Federal Cartridge Tactical	LE127-00	12GA 9-pellet 00Buck	\$205.00/cs250	Contract
Federal Cartridge Tactical	LE133-00	12GA 8-pellet LR 00B	\$205.00/cs250	Contract
Federal Cartridge Tactical	LE127-RS	12GA 1oz Rifled Slug LR	\$205.00/cs250	Contract
Federal Cartridge Tactical	LEB127-RS	12GA 1oz TruBall Rifled Slug	\$215.00/cs250	Contract
Federal Cartridge Tactical	LEB127-LRS	12GA 1oz TruBall LR Rifled Slug	\$215.00/cs250	Contract
Remington	20643	12GA 9-pellet 00Buck RR12BK00	\$225.00/cs250	Contract
Remington	20645	12GA 8-pellet 00Buck RR128B00	\$229.00/cs250	Contract
Remington	20812	12GA 9-pellet 00Buck SPL1200	\$235.00/cs250	Contract
Remington	20662	12GA 8-pellet 00Buck 12BT800	\$205.00/cs250	Contract
Remington	20285	12GA 1oz Rifled Slug LR RR12RSB	\$249.00/cs250	Contract
Hornady TAP	86265	12GA TAP Reduced Recoil 00B	\$99.00/cs100	Non-Contract
Hornady TAP	86275	12GA TAP Light Magnum 00B	\$108.00/cs100	Non-Contract
Hornady TAP	86245	12GA TAP Frangible Slug TAP Entry	\$215.00/cs100	Non-Contract
Hornady TAP	86285	12GA Foster Slug 1oz Reduced Recoil	\$150.00/cs100	Non-Contract
Hornady TAP	86235	12GA Foster Slug 1oz	\$163.00/cs100	Non-Contract

## .224 VALKYRIE DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge	GM224VLK1	.224VALKYRIE 90gr Sierra Gold Medal Match	\$275.00/cs200	Contract
Federal Cartridge Fusion	F224VLKMSR1	.224VALKYRIE 90gr Fusion	\$239.00/cs200	Contract

## .22LR RIMFIRE

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
CCI	35	.22LR Standard Velocity 40gr LRN	\$300.00/cs5000	Contract
CCI	30	.22LR Mini Mag 40gr CPRN	\$369.00/cs5000	Contract
CCI	31	.22LR Mini Mag 36gr HP	\$369.00/cs5000	Contract



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# DUTY AMMUNITION

## .223 REM DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge TRU	T223A	.223REM 55gr TRU SP	\$325.00/cs500	Contract
Federal Cartridge TRU	T223E	.223REM 55gr TRU BTHP	\$415.00/cs500	Contract
Federal Cartridge TRU	T223T	.223REM 55gr Ballistic Tip	\$435.00/cs500	Contract
Federal Cartridge TRU	T223L	.223REM 64gr SP	\$345.00/cs500	Contract
Federal Cartridge Tactical	LE223T1	.223REM 55gr Bonded SP	\$249.00/cs200	Contract
Federal Cartridge Tactical	LE223T3	.223REM 62gr Bonded SP	\$249.00/cs200	Contract
Federal Cartridge Gold Medal	GM223M-500	.223REM 69gr Sierra MatchKing BTHP Match	\$495.00/cs500	Contract
Federal Cartridge Gold Medal	GM223M3	.223REM 77gr Sierra MatchKing BTHP Match	\$220.00/cs200	Contract
Speer Gold Dot	24446	.223REM 55gr Bonded SP	\$325.00/cs500	Contract
Speer Gold Dot	24445SP	.223REM 62gr Bonded SP	\$325.00/cs500	Contract
Speer Gold Dot	24475	.223REM 75gr Bonded SP	\$330.00/cs500	Contract
Hornady TAP	83276	.223REM 55gr TAP Urban	\$179.00/cs200	Non-Contract
Hornady TAP	83285	.223REM 62gr TAP Barrier	\$179.00/cs200	Non-Contract
Hornady TAP	80295	.223REM 53gr GMX TAP Patrol	\$242.00/cs200	Non-Contract
Hornady TAP	83286	.223REM 60gr TAP Urban	\$179.00/cs200	Non-Contract
Hornady TAP	80265	.223REM 75gr BTHP TAP	\$179.00/cs200	Non-Contract

## 5.56 NATO DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Tactical	LE556T4	5.56NATO 64gr Bonded SP	\$259.00/cs200	Contract
Hornady TAP	81275	5.56NATO 53gr GMX TAP Patrol	\$242.00/cs200	Non-Contract
Hornady TAP	8125C	5.56NATO 62gr TAP Barrier (50)	\$379.00/cs500	Non-Contract
Hornady TAP	81265	5.56NATO 70gr GMX TAP Barrier	\$242.00/cs200	Non-Contract
Hornady TAP	8126N	5.56NATO 75gr BTHP T2 TAP	\$179.00/cs200	Non-Contract
Hornady TAP	81295	5.56NATO 75gr TAP SBR	\$193.00/cs200	Non-Contract



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# DUTY AMMUNITION

## .308 WIN/7.62 DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Gold Medal	GM308M-500	.308WIN 168gr Sierra MatchKing BTHP Match	\$699.00/cs500	Contract
Federal Cartridge Gold Medal	GM308M2	.308WIN 175gr Sierra MatchKing BTHP Match	\$275.00/cs200	Contract
Federal Cartridge Tactical	LE308TT2	.308WIN 168gr Tactical Bonded Tip	\$395.00/cs200	Contract
Federal Cartridge Tactical	T308T	.308WIN 168gr Tactical Ballistic Tip (bolt-action only)	\$595.00/cs500	Contract
Speer Gold Dot	24457	.308WIN 150gr Bonded SP	\$530.00/cs500	Contract
Speer Gold Dot	24458	.308WIN 168gr Bonded SP	\$530.00/cs500	Contract
Hornady TAP	80965	.308WIN 168gr A-MAX TAP Precision	\$283.00/cs200	Non-Contract
Hornady TAP	80896	.308WIN 110gr TAP Urban	\$283.00/cs200	Non-Contract
Hornady TAP	80905	.308WIN 155gr ELD Match TAP Precision	\$283.00/cs200	Non-Contract
Hornady TAP	80985	.308WIN 165gr GMX TAP Barrier	\$427.00/cs200	Non-Contract
Hornady TAP	80725	.308WIN 168gr ELD Match TAP Precision	\$283.00/cs200	Non-Contract
Hornady TAP	80715	.308WIN 168gr ELD Match TAP AR	\$283.00/cs200	Non-Contract

## OTHER RIFLE DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Hornady TAP	80895	.300BLACKOUT 190gr SUB-X TAP	\$240.00/cs200	Non-Contract
Hornady TAP	80885	.300BLACKOUT 110gr TAP Urban	\$235.00/cs200	Non-Contract
Hornady TAP	80865	.300BLACKOUT 111gr MonoFlex TAP SBR	\$275.00/cs200	Non-Contract
Federal Cartridge Gold Medal	GM300WM	.300WM 190gr Sierra MatchKing BTHP Match	\$445.00/cs200	Contract
Hornady TAP	82045	.300WM 178gr ELD Match TAP Precision	\$326.00/cs200	Non-Contract
Federal Cartridge Gold Medal	GM3006M	.30-06 168gr Sierra MatchKing BTHP Match	\$299.00/cs200	Contract
Federal Cartridge Classic	30CA	.30CARBINE 110gr SP	\$255.00/cs200	Contract
Hornady Rifle	81528	6.5GRENDDEL 123gr ELD Match Black	\$230.00/cs200	Non-Contract
Hornady TAP	81505	6.5CREEDMOOR 147gr ELD Match TAP Precision	\$308.00/cs200	Non-Contract
Federal Cartridge Gold Medal	GM338LM2	.338LAPUA 300gr Sierra MatchKing BTHP Match	\$820.00/cs200	Contract
Hornady Rifle	82300	.338LAPUA 285gr ELD Match	\$632.00/cs120	Non-Contract
Hornady Rifle	8270	.50BMG 750gr AMAX	\$756.00/cs100	Non-Contract
Hornady TAP	81605	6mm ARC 106gr TAP	\$232.00/cs200	Non-Contract



**What are you doing with your seized guns, spent brass, surplus ammo?**

Don't let seized guns, surplus ammunition or brass gather dust! Gulf States will purchase or credit these items. Call 800.223.7869 for a trade quote.

# TARGET AMMUNITION

## .380 AUTO TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE380AP	.380ACP 95gr FMJ	\$325.00/cs1000	Contract
Speer Lawman	53608	.380ACP 95gr TMJ	\$300.00/cs1000	Contract
PMC Bronze	380A	.380ACP 90gr FMJ	\$315.00/cs1000	Contract

## .38 SPECIAL/.357MAGNUM TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE38B	.38SP 158gr LRN	\$445.00/cs1000	Contract
Federal Cartridge American Eagle	AE38K	.38SP 130gr FMJ	\$445.00/cs1000	Contract
Federal Cartridge	GM38A	.38SP 148gr Wadcutter Match	\$435.00/cs1000	Contract
Speer Lawman	53750	.38SP 158gr +P TMJ	\$405.00/cs1000	Contract
Speer Lawman	53733	.38SP 125gr TMJ	\$405.00/cs1000	Contract
Speer Lawman CleanFire	53833	.38SP +P 158gr TMJ	\$389.00/cs1000	Contract
Federal Cartridge American Eagle	AE357A	.357MAG 158gr JSP	\$560.00/cs1000	Contract
PMC Bronze	38G	.38SP 132gr FMJ	\$425.00/cs1000	Contract

## 9MM TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE9DP	9MM 115gr FMJ	\$245.00/cs1000	Contract
Federal Cartridge American Eagle	AE9AP	9MM 124gr FMJ	\$245.00/cs1000	Contract
Federal Cartridge American Eagle	AE9FP	9MM 147gr FMJ	\$259.00/cs1000	Contract
Federal Cartridge BallistiClean	BC9NT3	9MM 100gr CQT Frangible	\$499.00/cs1000	Contract
Federal Cartridge American Eagle	AE9N1	9MM 124gr FMJ (Lead Free)	\$285.00/cs1000	Contract
Federal Cartridge American Eagle	AE9N2	9MM 147gr FMJ (Lead Free)	\$285.00/cs1000	Contract
Federal Cartridge American Eagle	AE9SJ2	9MM 124gr Total Synthetic Jacket	\$165.00/cs500	Contract
Federal Cartridge American Eagle	AE9SJ2	9MM 147gr Total Synthetic Jacket	\$165.00/cs500	Contract
Speer Lawman	53650	9MM 115gr FMJ	\$255.00/cs1000	Contract
Speer Lawman	53651	9MM 124gr FMJ	\$255.00/cs1000	Contract
Speer Lawman	53620	9MM 147gr FMJ	\$259.00/cs1000	Contract
Speer RHT	53365	9MM 100gr CQT Frangible	\$485.00/cs1000	Contract
Speer CleanFire (lead free)	53824	9MM 124gr CleanFire	\$269.00/cs1000	Contract
Speer CleanFire (lead free)	53826	9MM 147gr CleanFire	\$269.00/cs1000	Contract
Hornady Training	90238	9MM 135gr Training	\$220.00/cs500	Non-Contract
Hornady Frangible Handgun	90230	9MM 90gr Frangible	\$292.00/cs500	Non-Contract
PMC Bronze	9A	9MM 115gr FMJ	\$249.00/cs1000	Contract
PMC Bronze	9G	9MM 124gr FMJ	\$259.00/cs1000	Contract

# TARGET AMMUNITION

## .40 S&W TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE40R3	.40S&W 165gr FMJ	\$319.00/cs1000	Contract
Federal Cartridge American Eagle	AE40R1	.40S&W 180gr FMJ	\$319.00/cs1000	Contract
Federal Cartridge BallistiClean	BC40CT1	.40S&W 125gr CQT Frangible	\$605.00/cs1000	Contract
Federal Cartridge American Eagle	AE40N1	.40S&W 180gr FMJ (Lead Free)	\$425.00/cs1000	Contract
Federal Cartridge American Eagle	AE40SJ1	.40S&W 165gr Total Synthetic Jacket	\$210.00/cs500	Contract
Federal Cartridge American Eagle	AE40SJ2	.40S&W 180gr Total Synthetic Jacket	\$210.00/cs500	Contract
Speer Lawman	53955	.40S&W 165gr FMJ	\$295.00/cs1000	Contract
Speer Lawman	53652	.40S&W 180gr FMJ	\$295.00/cs1000	Contract
Speer RTH	53375	.40S&W 125gr CQT Frangible	\$545.00/cs1000	Contract
Speer Lawman CleanFire	53982	.40S&W 165gr FMJ	\$389.00/cs1000	Contract
Speer CleanFire (lead free)	53880	.40S&W 180gr TMJ	\$375.00/cs1000	Contract
Hornady Training Handgun	91374	.40S&W 175gr FMJ Training Brass	\$265.00/cs500	Non-Contract
Hornady Frangible Handgun	91319	.40S&W 125gr Frangible	\$362.00/cs500	Non-Contract
PMC Bronze	40D	.40S&W 165gr FMJ	\$340.00/cs1000	Contract
PMC Bronze	40E	.40S&W 180gr FMJ	\$340.00/cs1000	Contract

**LET'S TALK**

*Heavy backorders and extended delivery can delay your order. Call or email your sales rep prior to ordering to see what is available for immediate shipment.*



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# TARGET AMMUNITION

## .357 SIG TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE357S2	.357SIG 125gr FMJ	\$470.00/cs1000	Contract
Speer Lawman	53919	.357SIG 125gr TMJ	\$385.00/cs1000	Contract
Speer RTH	53368	.357SIG 100gr CQT Frangible	\$595.00/cs1000	Contract
Speer Cleanfire (lead free)	54232	.357SIG 125gr CleanFire	\$389.00/cs1000	Contract
Hornady Training Handgun	91298	.357SIG 135gr FMJ Training Brass	\$305.00/cs500	Non-Contract
Hornady Frangible Handgun	91285	.357SIG 90gr Frangible	\$362.00/cs500	Non-Contract

## .45 ACP/.45GAP/10MM/.44SPL TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE45A	.45ACP 230gr FMJ	\$385.00/cs1000	Contract
Federal Cartridge BallistiClean	BC45CT1	.45ACP 155gr RHT Frangible	\$670.00/cs1000	Contract
Federal Cartridge American Eagle	AE45N1	.45ACP 230gr FMJ (Lead Free)	\$525.00/cs1000	Contract
Federal Cartridge American Eagle	AE45SJ1	.45ACP 230gr Total Synthetic Jacket	\$235.00/cs500	Contract
Federal Cartridge Gold Medal	GM45B	.45ACP 185gr FMJ SWC Match	\$560.00/cs1000	Contract
Speer Lawman	53653	.45ACP 230gr TMJ	\$375.00/cs1000	Contract
Speer RHT	53395	.45ACP 155gr RHT Frangible	\$640.00/cs1000	Contract
Speer CleanFire (lead free)	53885	.45ACP 230gr TMJ	\$415.00/cs1000	Contract
Hornady Training Handgun	90924	.45ACP 220gr TMJ Training Brass	\$298.00/cs500	Non-Contract
Hornady Frangible Handgun	90931	.45ACP 145gr Frangible	\$357.00/cs500	Non-Contract
PMc Bronze	45A	.45ACP 230gr FMJ	\$395.00/cs1000	Contract
Speer Lawman	53980	.45GAP 200gr TMJ	\$485.00/cs1000	Contract
Federal Cartridge American Eagle	AE10A	10MM 180gr FMJ	\$525.00/cs1000	Contract

## .223 REM TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE223	.223REM 55gr FMJ BT	\$249.00/cs500	Contract
Federal Cartridge American Eagle	AE223G	.223REM 50gr JHP	\$315.00/cs500	Contract
Federal Cartridge American Eagle	AE223N	.223REM 62gr FMJ BT	\$269.00/cs500	Contract
Federal Cartridge American Eagle	AE223T75	.223REM 75gr FMJ	\$275.00/cs500	Contract
Federal Cartridge American Eagle	AE223NX1	.223REM 55gr (Lead Free Primer)	\$265.00/cs500	Contract
Federal Cartridge BallistiClean	BC223NT5	.223REM 42gr CQT Frangible	\$445.00/cs500	Contract
Hornady Training	80271	.223REM 55gr FMJ	\$256.00/cs500	Non-Contract
PMc Bronze	223A	.223REM 55gr FMJ (save here!)	\$410.00/cs1000	Contract

## 5.56 NATO TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge BallistiClean	BC556NX1	5.56NATO 50gr Semi-jacketed Frangible	\$389.00/cs500	Contract
Hornady Training	81278	5.56NATO 55gr FMJ	\$256.00/cs500	Non-Contract
Hornady Training	81292	5.56NATO 75gr SBR FMJ	\$323.00/cs500	Non-Contract
PMC X-TAC	556X	5.56NATO 55gr FMJ (save here!)	\$425.00/cs1000	Contract

# TARGET AMMUNITION

## .224 VALKYRIE TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE224VLK1	.224 Valkyrie 75gr TMJ	\$159.00/cs200	Contract

## .308 WIN/7.62X39/.30 CARBINE/.30-06/.338LAPUA/.300BO TARGET AMMO

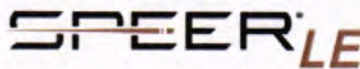
MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE308D	.308WIN 150gr FMJ BT	\$490.00/cs500	Contract
Federal Cartridge American Eagle	A76239A	7.62x39 124gr FMJ	\$450.00/cs500	Contract
Federal Cartridge American Eagle	AE30CB	.30CARBINE 110gr RN "Power Shok"	\$325.00/cs500	Contract
Federal Cartridge American Eagle	AE3006N	.30-06 150gr FMJ BT	\$595.00/cs500	Contract
Federal Cartridge American Eagle	AE300BLKSUP2	.300BO 220gr OTM Subsonic	\$460.00/cs500	Contract

## .22 TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge	510	.22LR	\$305.00/cs5000	Contract
Federal Cartridge	745	.22LR High Velocity 36gr CPHP	\$305.00/cs5000	Contract

## 12/20GAUGE TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Top Gun	TGL12-7.5	12GA 2 3/4" 1 1/8oz #7.5	\$115.00/cs250	Contract
Federal Cartridge Top Gun	TGL12-8	12GA 2 3/4" 1 1/8oz #8	\$115.00/cs250	Contract
Federal Cartridge Top Gun	TGL12-9	12GA 2 3/4" 1 1/8oz #9	\$115.00/cs250	Contract
Federal Cartridge Top Gun	TG20-7.5	20GA 2 3/4" 7/8oz #7.5	\$115.00/cs250	Contract
Federal Cartridge Top Gun	TG20-8	20GA 2 3/4" 7/8oz #8	\$115.00/cs250	Contract
Federal Cartridge BallistiClean	BC132-00	12GA 00Buck Frangible Non-lead	\$349.00/cs250	Contract
Federal Cartridge BallistiClean	BC127-RS	12GA rifle slug Frangible Non-lead	\$454.00/cs250	Contract



[www.le.vistaoutdoor.com](http://www.le.vistaoutdoor.com)

[www.hornadyle.com](http://www.hornadyle.com)

[www.pmcammo.com](http://www.pmcammo.com)

# MARKING ROUNDS, PROTECTIVE GEAR, CONVERSION KITS

## FORCE ON FORCE MARKING ROUNDS

MANUFACTURER	LOAD #	DESCRIPTION	YOUR PRICE
Force on Force	FF9B2	FOF 9mm BLUE marking round	\$365.00/cs500
Force on Force	FF9R2	FOF 9mm RED marking round	\$365.00/cs500
Force on Force	FF9G2	FOF 9mm GREEN marking round	\$365.00/cs500
Force on Force	FF9Y2	FOF 9mm YELLOW marking round	\$365.00/cs500
Force on Force	FF9W2	FOF 9mm WHITE marking round	\$365.00/cs500
Force on Force	FF9O2	FOF 9mm ORANGE marking round	\$365.00/cs500
Force on Force	FF9NM	FOF 9mm Non-Marking round	\$365.00/cs500
Force on Force	FF556B1	FOF 556 BLUE marking round	\$435.00/cs500
Force on Force	FF556R1	FOF 556 RED marking round	\$435.00/cs500
Force on Force	FF556G1	FOF 556 GREEN marking round	\$435.00/cs500
Force on Force	FF556Y2	FOF 556 YELLOW marking round	\$435.00/cs500
Force on Force	FF556W2	FOF 556 WHITE marking round	\$435.00/cs500
Force on Force	FF556O2	FOF 556 ORANGE marking round	\$435.00/cs500
Force on Force	FF556NM	FOF 556 Non-Marking round	\$435.00/cs500
Force on Force	FF556BCG	FOF 556 Bolt Carrier Group	\$329.00/each

## SIMUMITION MARKING ROUNDS

MANUFACTURER	LOAD #	DESCRIPTION	YOUR PRICE
Simunition FX	5330001	9mm FX Red Toxfree GEN2 marking round	\$355.00/cs500
Simunition FX	5330002	9mm FX Blue Toxfree GEN2 marking round	\$355.00/cs500
Simunition FX	5330003	9mm FX Orange Toxfree GEN2 marking round	\$355.00/cs500
Simunition FX	5330004	9mm FX Yellow Toxfree GEN2 marking round	\$355.00/cs500
Simunition FX	5330005	9mm FX Green Toxfree GEN2 marking round	\$355.00/cs500
Simunition FX	5330006	9mm FX White Toxfree GEN2 marking round	\$355.00/cs500
Simunition FX	5330021	9mm FX Red Lead Primer GEN2 marking round	\$355.00/cs500
Simunition FX	5330022	9mm FX Blue Lead Primer GEN2 marking round	\$355.00/cs500
Simunition FX	5359101	5.56 FX Red Clipped Toxfree marking round M4/M16	\$440.00/cs500
Simunition FX	5359102	5.56 FX Blue Clipped Toxfree marking round M4/M16	\$440.00/cs500
Simunition FX	5359104	5.56 FX Yellow Clipped Toxfree marking round M4/M16	\$440.00/cs500
Simunition FX	5359106	5.56 FX White Clipped Toxfree marking round M4/M16	\$440.00/cs500
Simunition FX	5358291	5.56 FX Red Lead Primer Clipped marking round M4/M16	\$440.00/cs500
Simunition FX	5358292	5.56 FX Blue Lead Primer Clipped marking round M4/M16	\$440.00/cs500
Simunition FX	5330009	9mm FX Non-Marking Toxfree GEN2	\$335.00/cs500
Simunition FX	5359109	5.56 FX Non-Marking Toxfree GEN1	\$415.00/cs500
Simunition FX	5306003	9mm SecuriBlank Loud Toxfree GEN2	\$259.00/cs500
Simunition FX	5306006	9mm SecuriBlank Quiet Toxfree GEN2	\$259.00/cs500
Simunition FX	5306009	9mm SecuriBlank Inert	\$390.00/cs500
Simunition FX	5359108	5.56 SecuriBlank Loud Clip Toxfree for M4/M16	\$440.00/cs500
Simunition FX	5358298	5.56 SecuriBlank Loud Clip Lead Primer M4/M16	\$440.00/cs500
Simunition FX	5359107	5.56 SecuriBlank Quite Toxfree M4/M16	\$440.00/cs500

Import restrictions prevent U.S. Distributors from maintaining Simunition-brand FX rounds and pistol conversion kits in inventory. These items must drop ship from the manufacturer and are subject to a minimum order fee.

Items on this page DO NOT appear on the state contract. Prices subject to change. Shipping not included.

## Certificate Of Completion

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Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf  
Source Envelope:  
Document Pages: 16  
Certificate Pages: 6  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
Heather Schnelle  
200 N Second St  
Saint Charles, MO, MO 63301  
heather.schnelle@stcharlescitymo.gov  
IP Address: 35.130.51.195

## Record Tracking

Status: Original  
4/17/2025 11:39:02 AM

Holder: Heather Schnelle  
heather.schnelle@stcharlescitymo.gov

Location: DocuSign

## Signer Events

Heather Schnelle  
heather.schnelle@stcharlescitymo.gov  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

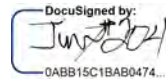
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Signed: 4/17/2025 11:48:35 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ray Juengst  
Ray.Juengst@stcharlescitymo.gov  
Chief of Police  
Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device  
Using IP Address: 166.137.83.55  
Signed using mobile

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ID: 59d4ce36-919f-4ee0-9190-aebe78eadb5f

Amber Schroeter  
amber.schroeter@stcharlescitymo.gov  
Senior Financial Analyst  
City of Saint Charles, MO  
Signing Group: Senior Financial Analysts  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

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## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann  
paul.feldmann@stcharlescitymo.gov  
Purchasing Manager  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

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Signed: 4/17/2025 2:12:27 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

**Signer Events****Signature****Timestamp**

Mary Ann Ohms  
maryann.ohms@stcharlescitymo.gov  
City of Saint Charles, MO  
Security Level: Email, Account Authentication  
(None)

DS  


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Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Holly Magdziarz  
holly.magdziarz@stcharlescitymo.gov  
Assistant City Attorney  
City of Saint Charles, MO  
Signing Group: LEGAL REVIEW  
Security Level: Email, Account Authentication  
(None)

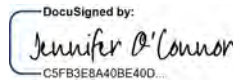
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Using IP Address: 137.26.59.50

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jennifer O'Connor  
jennifer.oconnor@stcharlescitymo.gov  
Director of Finance  
City of Saint Charles, MO  
Security Level: Email, Account Authentication  
(None)

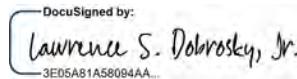
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Signed using mobile

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.  
lawrence.dobrosky@stcharlescitymo.gov  
Director of Administration  
City of Saint Charles, MO  
Security Level: Email, Account Authentication  
(None)

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Signed: 4/17/2025 4:56:27 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Emily B. Galantowicz  
emily.galantowicz@stcharlescitymo.gov  
Assistant City Clerk  
City of Saint Charles, MO  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sent: 4/17/2025 4:56:33 PM  
Viewed: 4/18/2025 4:03:40 PM

Daniel J. Borgmeyer  
dan.borgmeyer@stcharlescitymo.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kim Hudson  
kimberly.hudson@stcharlescitymo.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)



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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, SHI OBO City of St Charles (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact SHI OBO City of St Charles:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [lawrence.perney@stcharlescitemo.gov](mailto:lawrence.perney@stcharlescitemo.gov)

### **To advise SHI OBO City of St Charles of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [lawrence.perney@stcharlescitemo.gov](mailto:lawrence.perney@stcharlescitemo.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from SHI OBO City of St Charles**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [lawrence.perney@stcharlescitemo.gov](mailto:lawrence.perney@stcharlescitemo.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with SHI OBO City of St Charles**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [lawrence.perney@stcharlescitemo.gov](mailto:lawrence.perney@stcharlescitemo.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of St Charles as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of St Charles during the course of your relationship with SHI OBO City of St Charles.



Contract # \_\_\_\_\_  
(City Clerk will Assign)

**CONTRACT ROUTING SLIP  
(YELLOW PAPER)  
CONTRACTS EXCEEDING \$100,000.00**

<b>Requesting Department:</b>	Engineering	<b>Department Contact:</b>	Rod Harashe/Grace Capritta
<b>Vendor Name &amp; NWS#:</b>	VISU SEWER OF MISSOURI LLC/13927		
<b>Description/Purpose:</b>	Authorization to enter to an agreement with Visu-Sewer of Missouri LLC for Riverside Sanitary Trunkmain Improvements not to exceed \$1,797,961.00.		
<b>Account #:</b>	515-502-535-873-107 \$1,397,961.00 515-500-599-873-107 \$ 400,000.00		
<b>Project #:</b>	21SWR15		
<b>Amount of this Routing:</b>	\$ 1,797,961.00	<b>Requisition #:</b>	2025-451
<b>Contract Type:</b>	New Contract	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	To Completion	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	<b>Amendment #</b>	<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$	<b>Total of Previous Amendments:</b>	\$
<b>Total Contract Value:</b>	\$ 1,797,961.00		

DS  
MLO

**Certifications: to be completed by Originating Department Director**

All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

<b>Printed Name:</b>  Dan Mann	<b>Signature:</b> <small>DocuSigned by:</small> <i>Dan Mann</i>	4/28/2025
--------------------------------------	---	-----------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 4/29/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdiany</i> 4/29/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 4/29/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 4/30/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 05/06/2025

Bill # \_\_\_\_\_

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 3

Sponsor(s): CONSENT AGENDA

**Description:**

Authorization to enter to an agreement with Visu-Sewer of Missouri LLC for Riverside Sanitary Trunkmain Improvements not to exceed \$1,797,961.00.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

The project consist of furnishing all necessary labor, material, and equipment to install cured in place pipe (CIPP) lining approximately 6,767 lineal feet of existing 24" Trunk Sewer along South River Road in St. Charles Missouri. The project also includes rehabilitation of 21 existing manholes, mobilization, site restoration, traffic control, and bypass pumping and all incidental items necessary to complete the work shown on the plans described in the project specification.

Bids were received for the Riverside Sanitary Trunkmain Phase 4 and Visu-Sewer of Missouri, LLC was the low bidder.

Visu-Sewer of Missouri, LLC	\$1,797,961.00
SAK Construction, LLC	\$2,379,642.00
Insituform Technologies USA, LLC	\$2,766,358.17

Visu-Sewer of Missouri, LLC bid, experience and references have been reviewed by Staff and found to be acceptable. Attached is a project map. The engineers estimated was \$3,239,050.00.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** 1,797,961.00      **Requisition #:** 2025-451

**Account #:** 515-502-535-873-107 \$1,397,961.00  
515-500-599-873-107 \$ 400,000.00

**Project #:** 21SWR15



RCA prepared by: RH/GC Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

# 21SWR15 - Riverside Sanitary - Phase 4 Location Map

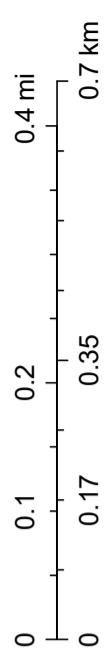


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Parcels

-  City of St Charles
- 

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

<b>Riverside Sanitary Trunkmain Relief Phase 4</b>	
<b>BID 4782</b>	
<b>Bid Tabs April 7, 2025</b>	
<b>2:00 PM</b>	
<b>CONTRACTOR</b>	<b>BID TOTAL</b>
Visu-Sewer of Missouri, LLC	\$1,797,961.00
SAK Construction, LLC	\$2,379,642.00
Insituform Technologies USA, LLC	\$2,766,358.17

**CITY OF ST. CHARLES, MISSOURI  
RIVERSIDE SANITARY TRUNKMAIN - PHASE 4 REHABILITATION Bid No. 4782  
BID TABULATION**

**BID OPENING: APRIL 7, 2025**

						Engineers Estimate		
Item No.	Description	Est. Quantity	Unit	Unit Price	Total Cost			
1	24" CIPP Lining of Existing Sewer	5338	L.F.	\$ 280	\$ 1,494,640			
2	MH Rehab: Cured-in-Place-Manhole	256	V.L.F.	\$ 750.00	\$ 192,000			
3	MH Rehab: Install Chemical Grout	21	EA	\$ 1,400.00	\$ 29,400			
4	MH Rehab: Substrate Repair	21	EA	\$ 2,400.00	\$ 50,400			
5	Sewer Point Repair	2	EA	\$ 30,000.00	\$ 60,000			
6	Bypass Pumping System	1	L.S.	\$ 450,000.00	\$ 450,000			
7	Heavy Cleaning	5388	L.F.	\$ 35.00	\$ 188,580			
8	Remove and Replace Manhole Frame and Cover	2	EA	\$ 4,500.00	\$ 9,000			
9	Precast Sanitary Manhole	1	EA	\$ 6,000.00	\$ 6,000			
10	Unsuitable Subgrade Removal and Replacement	13	C.Y.	\$ 115.00	\$ 1,495			
11	Dewatering - Well Points	2	EA	\$ 25,000.00	\$ 50,000			
12	Sewer Service Reinstatement	10	EA	\$ 150.00	\$ 1,500			
13	Traffic Control	1	L.S.	\$ 100,000.00	\$ 100,000			
14	Mobilization	1	L.S.	\$ 100,000	\$ 100,000			
15	As-Built Drawings	1	L.S.	\$ 10,000	\$ 10,000			
<b>Subtotal Total Construction Cost</b>					<b>\$ 2,743,015</b>			

						Alternative Bid Item A		
Item No.	Description	Est. Quantity	Unit	Unit Price	Total Cost			
A1	24" CIPP Lining of Existing Sewer	498	L.F.	\$ 280	\$ 139,440			
A2	MH Rehab: Cured-in-Place-Manhole	12	V.L.F.	\$ 750.00	\$ 9,000			
A3	MH Rehab: Install Chemical Grout	1	EA	\$ 1,400.00	\$ 1,400			
A4	MH Rehab: Substrate Repair	1	EA	\$ 2,400.00	\$ 2,400			
A5	Heavy Cleaning	498	L.F.	\$ 35.00	\$ 17,430			
<b>Subtotal Total Additional Work Cost</b>					<b>\$ 169,670</b>			

						Alternative Bid Item B		
Item No.	Description	Est. Quantity	Unit	Unit Price	Total Cost			
B1	24" CIPP Lining of Existing Sewer	431	L.F.	\$ 280	\$ 120,680			
B2	MH Rehab: Cured-in-Place-Manhole	16	V.L.F.	\$ 750.00	\$ 12,000			
B3	MH Rehab: Install Chemical Grout	1	EA	\$ 1,400.00	\$ 1,400			
B4	MH Rehab: Substrate Repair	1	EA	\$ 2,400.00	\$ 2,400			
B5	Heavy Cleaning	431	L.F.	\$ 35.00	\$ 15,085			
<b>Subtotal Total Additional Work Cost</b>					<b>\$ 151,565</b>			

						Alternative Bid Item C		
Item No.	Description	Est. Quantity	Unit	Unit Price	Total Cost			
C1	24" CIPP Lining of Existing Sewer	500	L.F.	\$ 280	\$ 140,000			
C2	MH Rehab: Cured-in-Place-Manhole	18	V.L.F.	\$ 750.00	\$ 13,500			
C3	MH Rehab: Install Chemical Grout	1	EA	\$ 1,400.00	\$ 1,400			
C4	MH Rehab: Substrate Repair	1	EA	\$ 2,400.00	\$ 2,400			
C5	Heavy Cleaning	500	L.F.	\$ 35.00	\$ 17,500			
<b>Subtotal Total Additional Work Cost</b>					<b>\$ 174,800</b>			
<b>Total for Base Bid and Alternates A, B and C</b>					<b>\$ 3,239,050.00</b>			

			Visu-Sewer of Missouri, LLC	
Unit Price	Total Cost			
\$ 134.00	\$ 715,292.00			
\$ 1,065.00	\$ 272,640.00			
\$ 1,400.00	\$ 29,400.00			
\$ 1,665.00	\$ 34,965.00			
\$ 107,800.00	\$ 215,600.00			
\$ 27,000.00	\$ 27,000.00			
\$ 5.00	\$ 26,940.00			
\$ 3,300.00	\$ 6,600.00			
\$ 124,309.00	\$ 124,309.00			
\$ 88.00	\$ 1,144.00			
\$ 25,300.00	\$ 50,600.00			
\$ 250.00	\$ 2,500.00			
\$ 26,000.00	\$ 26,000.00			
\$ 4,000.00	\$ 4,000.00			
\$ 1,000.00	\$ 1,000.00			
		<b>\$ 1,537,990.00</b>		

			SAK Construction, LLC	
Unit Price	Total Cost			
\$ 117.00	\$ 624,546.00			
\$ 1,065.00	\$ 272,640.00			
\$ 1,400.00	\$ 29,400.00			
\$ 1,665.00	\$ 34,965.00			
\$ 70,000.00	\$ 140,000.00			
\$ 315,000.00	\$ 315,000.00			
\$ 80.00	\$ 431,040.00			
\$ 5,000.00	\$ 10,000.00			
\$ 51,500.00	\$ 51,500.00			
\$ 175.00	\$ 2,275.00			
\$ 25,000.00	\$ 50,000.00			
\$ 250.00	\$ 2,500.00			
\$ 35,000.00	\$ 35,000.00			
\$ 33,500.00	\$ 33,500.00			
\$ 500.00	\$ 500.00			
		<b>\$ 2,032,866.00</b>		

			Insituform Technologies USA, LLC	
Unit Price	Total Cost			
\$ 139.91	\$ 746,839.58			
\$ 1,172.00	\$ 300,032.00			
\$ 1,540.00	\$ 32,340.00			
\$ 1,832.00	\$ 38,472.00			
\$ 38,500.00	\$ 77,000.00			
\$ 242,929.70	\$ 242,929.70			
\$ 95.00	\$ 511,860.00			
\$ 11,000.00	\$ 22,000.00			
\$ 35,200.00	\$ 35,200.00			
\$ 1,100.00	\$ 14,300.00			
\$ 27,500.00	\$ 55,000.00			
\$ 80.00	\$ 800.00			
\$ 176,212.94	\$ 176,212.94			
\$ 115,965.45	\$ 115,965.45			
\$ 15,000.00	\$ 15,000.00			
		<b>\$ 2,383,951.67</b>		

\$ 134.00	\$ 66,732.00	\$ 122.00	\$ 60,756.00	\$ 135.00	\$ 67,230.00
\$ 1,065.00	\$ 12,780.00	\$ 1,065.00	\$ 12,780.00	\$ 1,172.00	\$ 14,064.00
\$ 1,400.00	\$ 1,400.00	\$ 1,875.00	\$ 1,875.00	\$ 2,062.50	\$ 2,062.50
\$ 1,665.00	\$ 1,665.00	\$ 1,665.00	\$ 1,665.00	\$ 1,832.00	\$ 1,832.00
\$ 5.00	\$ 2,490.00	\$ 75.00	\$ 37,350.00	\$ 85.00	\$ 42,330.00
		<b>\$ 85,067.00</b>	\$ 114,426.00	<b>\$ 127,518.50</b>	

\$ 134.00	\$ 57,754.00	\$ 130.00	\$ 56,030.00	\$ 135.00	\$ 58,185.00
\$ 1,065.00	\$ 17,040.00	\$ 1,065.00	\$ 17,040.00	\$ 1,172.00	\$ 18,752.00
\$ 2,135.00	\$ 2,135.00	\$ 2,135.00	\$ 2,135.00	\$ 2,350.00	\$ 2,350.00
\$ 2,225.00	\$ 2,225.00	\$ 2,225.00	\$ 2,225.00	\$ 2,450.00	\$ 2,450.00
\$ 5.00	\$ 2,155.00	\$ 75.00	\$ 32,325.00	\$ 85.00	\$ 36,635.00
		<b>\$ 81,309.00</b>	\$ 109,755.00	<b>\$ 118,372.00</b>	

\$ 134.00	\$ 67,000.00	\$ 122.00	\$ 61,000.00	\$ 135.00	\$ 67,500.00
\$ 1,065.00	\$ 19,170.00	\$ 1,065.00	\$ 19,170.00	\$ 1,172.00	\$ 21,096.00
\$ 2,425.00	\$ 2,425.00	\$ 2,425.00	\$ 2,425.00	\$ 2,670.00	\$ 2,670.00
\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00
\$ 5.00	\$ 2,500.00	\$ 75.00	\$ 37,500.00	\$ 85.00	\$ 42,500.00
		<b>\$ 93,595.00</b>	\$ 122,595.00	<b>\$ 136,516.00</b>	
		<b>\$ 1,797,961.00</b>	\$ 2,379,642.00	<b>\$ 2,766,358.17</b>	



March 20, 2025

**ADDENDUM #1**  
**RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 4**  
**21SWR15**  
**BID 4782**

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 4 Project Bid Documents. The purpose of the addendum is to acknowledge receipt of plan revisions and memorandum regarding Contractors Request for Information The revised bid information is as follows:

1. **Enclosed is the City Memorandum regarding Contractor’s Request for Information**
2. **Enclosed is a revision to plan G-003. Revisions were made as follows:**
  - Columns were added to the Manhole Rehabilitation Summary & CIPP Rehabilitation Summary tables to clarify what items are included in the Base Bid and which are included in the Alternative Bid Items

Please adjust your bid accordingly.

3/26/2025

\_\_\_\_\_

**CONTRACTOR’S SIGNATURE** **DATE**

James Bohn, Vice President

**Printed Name**

Visu-Sewer of Missouri, LLC

**Company Name**

\*\*\*\*\*

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**



March 28, 2025

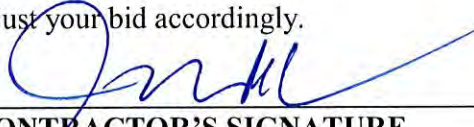
**ADDENDUM #2**  
**RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 4**  
**21SWR15**  
**BID 4782**

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 4 Project Bid Documents. The purpose of the addendum is to revise the Proposal Bid Form and the Job Special Provisions. The revised bid information is as follows:

1. **Enclosed is the City Memorandum #2 regarding additional Contractor’s Request for Information**
2. **Enclosed is a revised Proposal Form for the Project. REPLACE the Proposal Form in its entirety with the Proposal attached to this addendum.**
3. **Revise Section JJ, Paragraph 2.0 of the Job Special Provisions as follows:**
  - Delete: “Payment shall be made for the following item on a lineal foot basis as described in this section JJ: “REMOVE AND REPLACE UNSUITABLE SUBGRADE.”
  - Replace with: “Payment shall be made for the following item on a **cubic yard** basis as described in this section JJ: “REMOVE AND REPLACE UNSUITABLE SUBGRADE.”

Please adjust your bid accordingly.

  
 \_\_\_\_\_  
**CONTRACTOR’S SIGNATURE** 3/28/2025  
**DATE**

James Bohn, Vice President  
 \_\_\_\_\_  
**Printed Name**

Visu-Sewer of Missouri, LLC  
 \_\_\_\_\_  
**Company Name**



\*\*\*\*\*

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID  
PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**



March 31, 2025

**ADDENDUM #3**  
**RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 4**  
**21SWR15**  
**BID 4782**

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 4 Project Bid Documents. The purpose of the addendum is to extend the bid opening for this project. The revised bid information is as follows:

1. **Enclosed is a revised Invitation for Bid page IB-1. REPLACE page IB-1 with the revised page in this addendum.**
  - a. The bid opening date has been extended to 2:00 p.m. local time, on April 7, 2025. Contractors can submit bids early if they so choose.

Please adjust your bid accordingly.

3/31/2025

\_\_\_\_\_

**CONTRACTOR'S SIGNATURE** **DATE**

James Bohn, Vice President

**Printed Name**

Visu-Sewer of Missouri, LLC

**Company Name**

\*\*\*\*\*

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**

## CONTRACT

This CONTRACT (hereinafter, the “Contract”) is between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the “City”), and Visu-Sewer of Missouri, LLC, a [corporation or limited liability company] organized in the State of Wisconsin and in good standing (hereinafter, the “Contractor”) for the [Insert the exact name of the Project] (hereinafter, the “Project”). The City and Contractor may be referred to collectively as the “Parties.” The effective date of this Contract is \_\_\_\_\_.

In consideration for the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and Contractor and intending to be mutually bound hereby, City and Contractor agree as follows:

### ARTICLE 1. Contract Documents

For purposes of this Contract and the General Conditions notwithstanding, the Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities and in the manner most favorable to the City.

1. This Contract
2. Job Special Provisions (JSPs)
3. Project Specific Drawings
4. General Conditions of the Contract, as may be modified by the Supplementary Conditions
5. Standards and Specifications
6. Invitation for bids, bid specifications, request for proposals or purchase description
7. Addenda issued prior to the execution of the Contract
8. Performance and Payment Bond in the form attached hereto as **Exhibit A**
9. Guarantee Performance Bond in the form attached hereto as **Exhibit B**
10. Contractor’s bid or proposal
11. Modifications issued after execution of the Contract, which are not attached hereto, including the following:

- a. Work Order issued by the City
  - b. Written amendment to the Contract signed by both parties
  - c. Change Order
12. Copies of all certificates of insurance and/or endorsements and permits required under the Contract
  13. Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Contract and may not be attached hereto
  14. Federal Work Authorization (e-verify), Proof of Lawful Presence, Missouri Prevailing Wage Law; OSHA Construction Safety Program; and Nonresident Employers – Bonding Requirements

EACH OF WHICH IS ATTACHED HERETO except as otherwise provided. These documents form the entire Contract between the parties and there are no other agreements between the parties. Any amendment or modification to this Contract must be in writing and signed by an official with the authority to bind the City. Such amendment or modification shall be incorporated into and made a part of this Contract.

ARTICLE 2. Scope of Work

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work shown on the Contract Documents, and the Contractor agrees to do everything required by this Contract and the Contract Documents.

ARTICLE 3. Term of Contract

A. This Contract shall commence on the Effective Date, subject to annual appropriation as described in Article 8, Termination.

B. All times for Project Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence in this Contract. **The Contractor shall meet the following Project Milestones:**

**1. All proposed work besides final restoration**

C. The work will be substantially completed **within 210 calendar days** after the date when the Contract Times commence to run as provided in **Paragraph 2.5.02 of the General Conditions**, and completed and ready for final payment **within 240 calendar days** after the date when the Contract Times commence to run.

D. If the Contractor fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the Contractor and the City, the Contractor shall pay to the City not as a penalty but as liquidated damages the sum of **\$1,225.00** per day for each and every calendar day beyond the date on which completion was required. This amount is fixed and agreed upon by and between the City and the Contractor to be the amount of damages which the City would sustain, and is based upon the parties' reasonable estimate of actual damages likely to result from the Contractor's breach hereunder. The City's right to assess liquidated damages shall not preclude the City from the exercise of any other rights to recover damages on account of the Contractor's failure to achieve substantial and final completion within the time required.

ARTICLE 4. The Contract Sum

The Contractor agrees to provide to the City items at the specific price points listed in the Contractor's bid submission, for the duration of this Contract. The City makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this Contract. **The total value of the goods and services will not exceed the sum of One Million, Seven Hundred Ninety Seven Thousand, Nine Hundred Sixty One Dollars** (\$ 1,797,961.00 )

without the issuance of a change order agreed to in writing and signed by the City and Contractor.

ARTICLE 5. Payment

A. The City shall make payments on account of the Contract as provided herein as follows:

1. At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments. Each application shall be submitted on AIA Document G702.

2. Five percent (5%) (retainage) will be deducted each month for a reserve by the City as partial guaranty of the faithful execution of the Contract by the Contractor up to an amount equal to five (5) percent of the total contract sum stated in Article 4. The retainage will be paid to the Contractor upon substantial completion and acceptance of the work, less one hundred fifty percent (150%) of the value of incomplete punch list work.

3. It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified

copy of their and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

4. The City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

#### ARTICLE 6. Final Payment

A. Upon satisfactory final completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, the Engineer will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due after deduction of all previous payments and all percentages and amounts to be kept and retained pursuant to this Contract; provided however, that as a condition precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor hereby warrants all of the work done under this contract for a period of two (2) years following the completion of the Project. Upon completion, the Contractor shall submit to the City a written two (2) year warranty. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

B. If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the City shall upon receipt of a certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. This payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

#### ARTICLE 7. Contractor's Representations

In order to induce the City to enter into this Contract, the Contractor makes the following

representations:

A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents.

B. The Contractor has visited the work site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.

C. The Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

D. The Contractor has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or contiguous to the work site and all drawings of physical conditions relating to existing surface or subsurface structures at the site, if any, that have been identified in the Contract documents as containing reliable "technical data"; and

2. reports and drawings of hazardous environmental conditions, if any, at the site that have been identified in the Contract documents as containing reliable "technical data."

E. The Contractor has considered information known to the Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Contract Documents; and the site related reports and drawings identified in the Contract Documents with respect to the effect of such information observations, and documents on:

1. the cost, progress, and performance of the work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

3. the Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraphs A through E inclusive above, the Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

G. The Contractor is aware of the general nature of the work to be performed by the City and others at the site, if any, which relates to the work as indicated in the Contract Documents.

H. The Contractor has given the City written notice of all conflicts, errors, ambiguities, or

discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8. Termination

In addition to the provisions of **Article 2.3.15 of the General Conditions**, the City shall have the right to terminate this Contract if funds are not appropriated or otherwise made available to pay the contract price.

ARTICLE 9. Performance and Payment Bonds

When the Contractor delivers the counterparts of the contract to the City, the Contractor shall also deliver performance and payment bonds as follows, subject to the additional requirements set forth in **Paragraph 2.7.05 of the General Conditions**:

A. The Contractor shall furnish a 100% Performance and Payment Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City in the full amount of the contract price and in the form attached hereto as **Exhibit A**.

B. The Contractor shall furnish a Guarantee Performance Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City for **ten percent (10%)** of the contract price to guarantee satisfactory performance of the work for a period of **two (2) years** after the date of acceptance of the work, and in the form attached hereto as **Exhibit B**.

ARTICLE 10. Insurance

A. In addition to the requirements set forth in **Section 2.7 of the General Conditions**, the Contractor and its subcontractors, consultants, or other persons or entities performing or furnishing any portion of the work shall purchase and maintain insurance as set forth in this Article. When the Contractor delivers the executed counterparts of the Contract to the City, and before any work at the site is started, the Contractor shall deliver to the City, with copies to each additional insured identified in the Supplementary Conditions, if any, certificates of insurance and insurance policy endorsements (and other evidence of insurance which the City or any additional insured may reasonably request, including any insurance policies to which such certificates of insurance or policy endorsements relate) for each insurance policy that the

Contractor is required to purchase and maintain in accordance herewith.

B. The Contractor and its subcontractors, consultants, and other persons or entities performing or furnishing any portion of the work shall purchase and maintain such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from such party's performance of the work and other obligations under the Contract Documents, whether it be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits or other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the insured's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the insured's employees;
4. claims for damages which are sustained:
  - a. by any person as a result of an offense directly or indirectly related to the employment of such person by the insured, or
  - b. by any other person for any other reason.
5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, including explosion, collapse, and underground coverages;
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
7. claims for damages relating to the Contractor's obligations pursuant to this Contract;
8. claims for damages to property written as Builder's Risk Insurance; and
9. claims for damages resulting from the release of hazardous waste due to the Contractor's operations.

C. The policies of insurance required pursuant to this Article shall:

1. with respect to insurance required by paragraphs B.3, B.4, B.5, B.6 and B.7 of this Article, be written on an occurrence basis, include as additional insureds the City, the Engineer, and any other person or entity required in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective elected officials, officers, directors,

members, partners, employee, agents, consultants, and subcontractors or each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary and non-contributory coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the liability as follows or required by law, whichever is greater:

a. Workers' Compensation, and related coverages under paragraphs B.1 and B.2 of this Article in accordance with federal law and the laws of the State of Missouri:

- i. State: Statutory limit
- ii. Applicable Federal (e.g., Longshoremen's): Statutory limit
- iii. Employer's Liability: \$3,000,000 Each Accident  
\$3,000,000 Disease per Employee

b. Contractor's General Liability under paragraphs B.3, B.4, B.5 and B.6 of this Article which shall include completed operations and product liability coverages:

- i. General Aggregate: \$3,000,000
- ii. Products – Completed operations Aggregate: \$3,000,000
- iii. Personal and Advertising Injury: \$1,000,000
- iv. Each Occurrence  
(Bodily Injury and Property Damage): \$1,000,000
- v. Excess or Umbrella Liability  
General Aggregate: \$5,000,000  
Each Occurrence: \$5,000,000

c. Automobile Liability under paragraph B.6 of this Article:

- i. Bodily Injury:  
Each Person: \$3,000,000  
Each Accident: \$3,000,000
- ii. Property Damage:  
Each Accident: \$3,000,000
- iii. Combined Single Limit of: \$3,000,000
- iv. The policy shall include a CA 99 48 Broadened Pollution

Endorsement. The Contractor, if hauling contaminants or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage form MCS-90.

d. Property Liability (Builder's Risk)

- i. Amount equal to insurable value of the Contract, including all

structures, materials, and equipment to be built and installed.

e. The Contractual Liability coverage of paragraph B.7 of this Article shall cover Contractor's indemnity obligations under the Contract and provide coverage for not less than the following amounts:

- i. Bodily Injury:
  - Each Person: \$3,000,000
  - Each Accident: \$3,000,000
- ii. Property Damage:
  - Each Accident: \$3,000,000
  - Annual Aggregate: \$3,000,000

f. The property insurance required by paragraph B.8 of this Article shall be written as Builder's Risk with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and work in transit and shall insure against at least the following perils: flood, fire, lightening, extended coverage, theft, vandalism and malicious theft, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws or regulations, and water damage, and be written in the completed value form. Such policy shall cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects) and materials and equipment in transit for incorporation into the work or stored at the site or at another location that was agreed to in writing by the City prior to being incorporated into the work, provided that such material and equipment have been included in an Application for Payment recommended by the City or the Engineer. Such policy shall include the interests of the City, Contractor, subcontractors, engineers, the City's and engineer's consultants, each of whom is deemed to have an insurable interest, and each shall be listed as an insured or an additional insured.

g. The Contractor's Pollution Insurance coverage required by paragraph B.9 of this article shall cover bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids,

alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden or accidental. The policy shall also include defense and clean-up costs. The amount of coverage shall be as follows:

- i. Limit of Liability:
  - Each Occurrence: \$3,000,000
  - Aggregate: \$3,000,000

3. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) calendar days written notice has been given to the City and the Contractor and to each additional insured identified in the Contract Documents to whom a certificate of insurance and/or endorsement has been issued (and the certificates of insurance furnished by the Contractor pursuant to this Contract will so provide);

4. remain in effect through final payment and at all times thereafter when the contractor may be correcting, removing, or replacing defective work in accordance with **Paragraph 2.7.01 of the General Conditions**; and

5. include completed operations coverage:

- a. such insurance shall remain in effect for two years after final payment; and
- b. the Contractor shall furnish the City and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to the City and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### ARTICLE 11. Indemnification

A. The Contractor shall indemnify, defend, and hold harmless the City and Engineer and the elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, accountants, and other professional and all court and other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, subcontractors, or its or their agents or employees in the performance of the work and/or their failure to comply with the terms and conditions of this Contract. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by any reason of any surety or insurance provided by the

Contractor, and this provision shall survive termination of this Contract.

B. In any and all claims against the City or Engineer or any of their elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors by any employee (or the survivor or personal representative of such employee) of the Contractor, any subcontractor, any supplier, or any person or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor, supplier, or any other person or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### ARTICLE 12. Dispute Resolution

The City and Contractor agree that disputes regarding the Project shall first be addressed by informal discussions between the Parties. If discussions between the Parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Contractor shall proceed with the Construction Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Contractor's completed services unless the Contractor gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

#### ARTICLE 13. Prevailing Wage

Contractor shall comply with the Missouri Prevailing Wage Law, R.S.Mo. Section 290.210, et seq. and shall not pay less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under this Contract to all workers performing work pursuant to this Contract. Contractor shall forfeit a penalty to the City of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done pursuant to this Contract by the Contractor or by any subcontractor.

#### ARTICLE 14. Miscellaneous Terms and Conditions

A. Project Management Manual. Contractor shall comply with the City of Saint Charles, Missouri, Project Management Manual in the performance of the work pursuant to this Contract.

B. **Governing Law; Choice of Forum.** This Contract and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law's provisions. The City and Contractor agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri and waive any objections based upon venue or forum non convenes or otherwise. Contractor specifically acknowledges that R.S.Mo. Section 70.320 shall not apply to any action brought regarding this Contract. Contractor specifically acknowledges that R.S.Mo. Section 508.050 shall apply exclusively to any action brought regarding this Contract. This section of the Contract shall survive termination of this Contract.

C. **Partial Invalidity.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provisions of this Contract.

D. **Modifications to be in Writing.** No waiver or modification of this Contract or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the Parties.

E. **No Waiver for Breach.** The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Contract shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition.

F. **Notices.** All notices or other communications required or desired to be given shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or sent via national overnight courier (e.g. Federal Express), or if sent by facsimile and contemporaneously sent by regular mail, addressed as follows:

1. **To Contractor:**  
Visu-Sewer of Missouri, LLC  
Attention: James Bohn  
7895 St Clair Avenue  
East St Louis, IL 62203

2. **To City:**  
  
City of Saint Charles, Missouri  
Attention: Director of Engineering  
200 North Second Street, Room 202  
St. Charles, MO 63301

With a copy to:

City of Saint Charles, Missouri  
Attn: City Attorney  
200 North Second Street, Room 401B  
St. Charles, MO 63301  
Telephone No.: 636-949-3274  
Fax No. 636-940-4666

G. Headings for Reference Only. The headings of this Contract are intended solely for convenience of reference and shall have no effect on the construction or interpretation of this Contract.

H. Assignment. This Contract may not be assigned by either Party in whole or in part without prior written consent of the other Party.

I. No Official Personally Liable. No official, elected official, agent, employee, attorney or representative of the City shall be personally liable to Contractor in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract. No director, officer, shareholder, manager, agent, employee, attorney or representative of Contractor shall be personally liable to the City in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract.

J. No Discrimination. Contractor agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment, in the selection and retention of any subcontractor, in procurement of materials, lease of equipment or provision of any labor, material or service based upon age, ancestry, color, disability, familial status, religion or sex.

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.

K. Sex Offender Registration. Contractor shall comply with City Code of Ordinances Section 145.040 which requires any person used by the Contractor in the performance of the

Contract who is a registered sex offender and has any contact with a City employee or resident or is physically present on City property to register with the City of Saint Charles Police Department.

L. Proof of Lawful Presence. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 208.009 which requires the person executing this Contract on behalf of the Contractor 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 Contractor with this Contract.

M. E-Verify. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 285.530(2) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with this Project. Contractor 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 in a qualified federal work authorization program and that Contractor 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.

N. Transient Employers. Contractor shall comply with the transient employer obligations as defined in R.S.Mo. Section 285.230 and shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Missouri Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Missouri Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Contractor acknowledges its failure to comply with the transient employer obligations subject the Contractor to a penalty of \$500 per day until the notices required by this section are posted.

O. Construction Contractor Safety Training Program. Contractor and all subcontractors shall require all on-site employees to complete the ten-hour construction safety training program required pursuant to R.S.Mo. Section 292.675, if not previously completed with required documentation of successful completion. Contractor shall forfeit a penalty to the City of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.



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.

DocuSigned by:  
*Jennifer O'Connor* 4/29/2025  
\_\_\_\_\_  
Director of Finance Date  
Jennifer O'Connor

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A CORPORATION

STATE OF NA )

)

COUNTY (AND/OR CITY) OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me,  
\_\_\_\_\_  
(name of notary), a Notary Public in and for said state,  
personally appeared \_\_\_\_\_ (name of officer),  
\_\_\_\_\_  
(title of person, president, vice president, etc.) of  
\_\_\_\_\_  
(name of corporation), known to me to be the person who  
executed the within \_\_\_\_\_ (type of document) in behalf of said corporation  
and acknowledged to me that he or she executed the same for the purposed therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first above written.

\_\_\_\_\_  
Notary Public

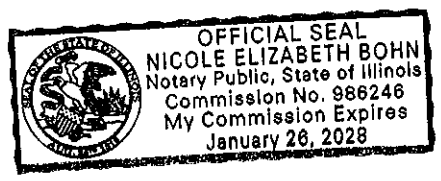
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A LIMITED LIABILITY COMPANY

STATE OF Illinois )  
 )  
COUNTY (AND/OR CITY) OF St Clair )

On this 1 day of April in the year 2025 before  
me, Nicole Elizabeth Bohn (name of notary), a Notary Public in and for said state,  
personally appeared James Bohn, Vice President (name of  
manager or member) of  
Visu-Sewer of Missouri, LLC (name of limited  
liability company), known to me to be the person who executed the within  
contract (type of document) in behalf of said limited liability company and  
acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal and day and  
year first above written.



Nicole Elizabeth Bohn  
Notary Public

My Commission Expires: January 26, 2028

## REQUIRED SUBMITTALS LIST

**By Contractor.**

**A. With Bid:**

- |   |                  |      |
|---|------------------|------|
| 1. ✓ Bid Proposal (P-1 to P-12)   | Submitted: _____ | ✓ JB |
| 2. ✓ Itemized Bid Form  | Submitted: _____ | ✓ JB |
| 3. ✓ List of Resources and References   | Submitted: _____ | ✓ JB |
| 4. ✓ List of Proposed Subcontractors and Suppliers<br>(General Conditions 2.3.19)             | Submitted: _____ | ✓ JB |
| 5. ✓ Certificate of Non-Segregation   | Submitted: _____ | ✓ JB |
| 6. ✓ Anti-Collusion Affidavit   | Submitted: _____ | ✓ JB |
| 7. ✓ Subcontractor Certificate of Compliance with<br>Affirmative Action and Equal Opportunity | Submitted: _____ | ✓ JB |
| 8. ✓ Immigration Compliance Affidavit and<br>Documentation (IC-1 to IC-3)                     | Submitted: _____ | ✓ JB |
| 9. ✓ Electronic Signature Page from E-Verify<br>Employer MOU (IC-1 to IC-3)                   | Submitted: _____ | ✓ JB |
| 10. ✓ Bid Deposit (IB-1 to IB-2)  | Submitted: _____ | ✓ JB |
| 11. ✓ Certificate of Good Standing  | Submitted: _____ | ✓ JB |
| 12. ✓ Signed Contract (CA-1 to CA-19)   | Submitted: _____ | ✓ JB |
| 13. ✓ Proof of Lawful Presence Form   | Submitted: _____ | ✓ JB |

**B. Prior to Start of Construction:**

- |  |                  |
|--|------------------|
| 1. Performance and Payment Bond (IB-9, CA-7,<br>PB-1 to PB-3 and General Conditions 2.7.05)                | Submitted: _____ |
| 2. Guarantee Performance Bond (IB-9, CA-7,<br>GPB-1 to GPB-3, and General Conditions 2.7.05)               | Submitted: _____ |
| 3. Certificates of Insurance and Endorsements (IB-8, CA-7<br>to CA-11, and General Conditions Section 2.7) | Submitted: _____ |
| 4. Detailed Work Schedule (IB-11 and General<br>Conditions Section 2.5)                                    | Submitted: _____ |
| 5. List of Desired Substitutions: Materials and<br>Equipment (General Conditions 2.2.13 and 2.2.14)        | Submitted: _____ |

C. During Construction:

1. Requests for Payment (AIA Format) (CA-4 to CA-5, General Conditions 2.6.02 and 2.6.21)
2. Payroll Records (CA-4 to CA-5)
3. Product Information on Material Used
4. Samples and Results of Tests (General Conditions 2.2.11 and 2.6.15)
5. Shop Drawings (General Conditions 2.2.12)

D. Prior to Final Payment:

- |   |                  |
|---|------------------|
| 1. Payroll Records (CA-4 to CA-5)                                     | Submitted: _____ |
| 2. Waiver of Liens (General Conditions 2.6.16)                        | Submitted: _____ |
| 3. Written Notice that work is ready for Final Inspection (CA-5)      | Submitted: _____ |
| 4. As-Built Plans (General Conditions 2.2.16)                         | Submitted: _____ |
| 5. Product Information on Material Used                               | Submitted: _____ |
| 6. Written Warranty (CA-5 and General Conditions 2.4.09)              | Submitted: _____ |
| 7. Sworn Affidavit that all labor and materials have been paid (CA-5) | Submitted: _____ |

By City.

- |  |                  |
|--|------------------|
| A. Tax Exemption Certificate to Contractor (IB-8)              | Submitted: _____ |
| B. Notice to Proceed to Contractor (General Conditions 2.5.01) | Submitted: _____ |
| C. Review of Shop Drawings (General Conditions 2.2.12)         | Submitted: _____ |
| D. Final Certificate that Work is Complete (CA-5)              | Submitted: _____ |
| E. Acceptance of As-Built Plans (General Conditions 2.2.16)    | Submitted: _____ |

**PROPOSAL FOR RIVERSIDE SANITARY TRUNKMAIN RELIEF –  
PHASE 4  
PROJECT NO. 21SWR15**

**BID NO. 4782**

A. The undersigned bidder agrees, if this bid is accepted by the City and the bidder is awarded the contract for the Project, to enter into a contract with the City in the form included in the bid documents, provide all necessary bonds and types of insurance, and to perform all work as specified or indicated in the bid documents for the prices and within the times indicated in the bid and in accordance with the other terms and conditions of the bidding documents.

B. Written communication may be sent to bidder at the following address:

7895 St Clair Avenue

East St Louis, IL 62203

C. Bidder accepts all of the terms and conditions stated in the Information for Bidders. This bid shall remain open for a period of 120 days after the date bids are opened, or for such longer period of time as the bidder and City may agree.

D. Bid deposit in the amount of 5% total bid Dollars (\$ 5% total bid ) accompanies this bid. Bidder acknowledges and agrees that the bid deposit shall be forfeited to the City if the bidder is awarded the contract for the Project and does not execute the contract and provide all bonds, insurance requirements and other required documents by the date stated in the bid award.

E. By submitting this bid, bidder represents and warrants that:

1. Bidder has closely examined and carefully studied the Information for Bidders, Bidding Documents, Project contract and all other related data and documents identified in the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

No.	<u>1</u>	Dated	<u>3/20/2025</u>
No.	<u>2</u>	Dated	<u>3/28/2025</u>
No.	<u>3</u>	Dated	<u>3/31/2025</u>



March 20, 2025

**ADDENDUM #1  
RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 4  
21SWR15  
BID 4782**

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 4 Project Bid Documents. The purpose of the addendum is to acknowledge receipt of plan revisions and memorandum regarding Contractors Request for Information The revised bid information is as follows:

1. **Enclosed is the City Memorandum regarding Contractor’s Request for Information**
2. **Enclosed is a revision to plan G-003. Revisions were made as follows:**
  - Columns were added to the Manhole Rehabilitation Summary & CIPP Rehabilitation Summary tables to clarify what items are included in the Base Bid and which are included in the Alternative Bid Items

Please adjust your bid accordingly.

3/26/2025

\_\_\_\_\_

**CONTRACTOR’S SIGNATURE** **DATE**

James Bohn, Vice President

**Printed Name**

Visu-Sewer of Missouri, LLC

**Company Name**

\*\*\*\*\*

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**



March 28, 2025

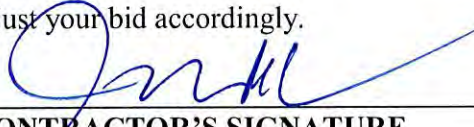
**ADDENDUM #2**  
**RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 4**  
**21SWR15**  
**BID 4782**

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 4 Project Bid Documents. The purpose of the addendum is to revise the Proposal Bid Form and the Job Special Provisions. The revised bid information is as follows:

1. **Enclosed is the City Memorandum #2 regarding additional Contractor’s Request for Information**
2. **Enclosed is a revised Proposal Form for the Project. REPLACE the Proposal Form in its entirety with the Proposal attached to this addendum.**
3. **Revise Section JJ, Paragraph 2.0 of the Job Special Provisions as follows:**
  - Delete: “Payment shall be made for the following item on a lineal foot basis as described in this section JJ: “REMOVE AND REPLACE UNSUITABLE SUBGRADE.”
  - Replace with: “Payment shall be made for the following item on a **cubic yard** basis as described in this section JJ: “REMOVE AND REPLACE UNSUITABLE SUBGRADE.”

Please adjust your bid accordingly.

  
 \_\_\_\_\_  
**CONTRACTOR’S SIGNATURE** 3/28/2025  
**DATE**

James Bohn, Vice President  
 \_\_\_\_\_  
**Printed Name**

Visu-Sewer of Missouri, LLC  
 \_\_\_\_\_  
**Company Name**



\*\*\*\*\*

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID  
PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**



March 31, 2025

**ADDENDUM #3**  
**RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 4**  
**21SWR15**  
**BID 4782**

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 4 Project Bid Documents. The purpose of the addendum is to extend the bid opening for this project. The revised bid information is as follows:

1. **Enclosed is a revised Invitation for Bid page IB-1. REPLACE page IB-1 with the revised page in this addendum.**
  - a. The bid opening date has been extended to 2:00 p.m. local time, on April 7, 2025. Contractors can submit bids early if they so choose.

Please adjust your bid accordingly.

3/31/2025

\_\_\_\_\_

**CONTRACTOR'S SIGNATURE** **DATE**

James Bohn, Vice President

**Printed Name**

Visu-Sewer of Missouri, LLC

**Company Name**

\*\*\*\*\*

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**

**CITY OF SAINT CHARLES, MISSOURI  
INVITATION FOR BID (“IFB”)  
FOR  
RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 4  
BID NO. 4782**

**SECTION A: INFORMATION FOR BIDDERS (“IFB”)**

1. BID SUBMITTAL.

A. The City of Saint Charles, Missouri (hereinafter, the “City”) will accept competitive sealed bids at St. Charles City Hall, Department of Engineering Office, Room 202, 200 North Second Street, St. Charles, Missouri 63301 until **2:00 p.m. local time, on April 7, 2025** at which time all bids for the **Riverside Sanitary Trunkmain Relief – Phase 4** (hereinafter, the “Project”) will be publicly opened and read.

B. The bid shall be made on the bid form provided in the bid specifications and shall be delivered in a sealed envelope plainly marked on the outside with **Bid No. 4782** and the name of the Project to the Department of Engineering Office on or before the date and time specified above. No facsimile bids shall be accepted. Bids received after the date and time set forth above will be considered **LATE BIDS and WILL NOT BE OPENED.**

2. PROJECT.

The work done under this contract consists of furnishing all necessary labor, material, and equipment to **installation of cured-in-place pipe (CIPP) lining to approximately 5,338 lineal feet of existing 24” Trunk Sewer along South River Road in St. Charles Missouri. The project also includes rehabilitation of 21 existing manholes, mobilization, site restoration, traffic control, and bypass pumping** and all incidental items necessary to complete the work shown on the plans described herein.

3. PRE-BID CONFERENCE AND SITE VISIT.

**A Pre-Bid Conference and site visit will not be conducted for this Project.**

4. BID DEPOSIT (GUARANTY).

A. The bid shall be accompanied by a Bid Deposit (Guaranty) in the amount of five percent (5%) of the total amount of the bid and payable to the City of Saint Charles, Missouri. The Bid Deposit shall be enclosed in the envelope containing the bid.

2. Bidder has visited the location where the Project work is to be performed and has become familiar with, is knowledgeable of and is satisfied with the site conditions both surface and subsurface that may affect cost, progress, and performance of Project work.

3. Bidder is familiar with and is satisfied as to all federal, state, and local laws, policies and regulations that may affect cost, progress, and performance of Project work.

4. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Project site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the bidding documents to be employed by bidder, and safety precautions and programs incident thereto.

5. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid or performance of the Project work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bidding documents.

6. Bidder has provided City or its engineer written notice of all conflicts, errors, ambiguities, or discrepancies that bidder has discovered in the bidding documents, and the written resolution thereof by City or its engineer is acceptable to bidder.

7. The bidding documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Project work for which this bid is submitted.

8. Bidder states that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person or entity to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or the City. Moreover, bidder has completed and submitted with its bid the Anti-Collusion Affidavit.

9. Bidder, if awarded the contract, upon written notice from the City shall begin work and shall fully complete all work as set forth in the project specifications, the rate of progress and the time of completion being essential conditions of the contract.

10. All estimated quantities stipulated in the bid form are approximate and are to be

used only (a) as a basis for estimating the value of the Project work for making partial payments, (b) for computing the cost of change orders and (c) for the purpose of comparing bids.

11. Bidder will complete the Project work for the following unit prices; that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and that final payment for all unit price bid items will be based on actual quantities provided at the unit prices submitted, as determined in the contract.

Bidder Name (exact and complete name of bidder):

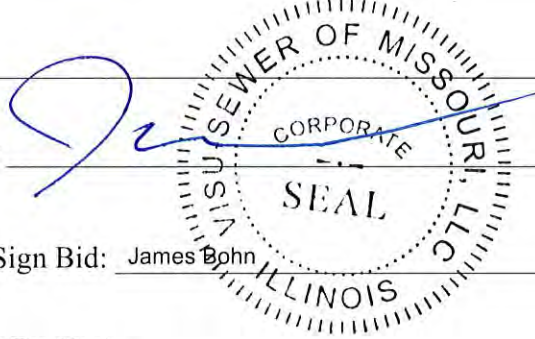
Visu-Sewer of Missouri, LLC

Bidder Address: 7895 St Clair Avenue East St Louis, IL 62203

Telephone Number: 618.397.9840

Facsimile: 618-397-0098

Signature of Person Authorized to Sign Bid:



Printed Full Name of Person Authorized to Sign Bid: James Bohn

Title of Person Authorized to Sign Bid: Vice President

Date: 4/1/2025

Corporate Attest (if applicable):

D L Alexander

Secretary; David Alexander

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that VISU-SEWER OF MISSOURI, LLC, (hereinafter referred to as Corporation), by KEITH M. ALEXANDER, its President, of W230 N4855 Betker Drive, Pewaukee, County of Waukesha, State of Wisconsin, have made, constituted and appointed and by these presents do make, constitute and appoint JAMES R. BOHN, an employee and agent of VISU-SEWER OF MISSOURI, LLC., the Corporation's true and lawful attorney, for it and in its name, place and stead:


1. To exercise or perform any act, power, duty, right or obligation whatsoever that the Corporation now has, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;
2. To request, ask, demand, sue for, recover, collect, receive, to hold and possess all such sums of money, debts, dues, commercial papers, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated as now are, or shall hereafter become, owned by, or due, owing, payable or belonging to, the Corporation or in which the Corporation has or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in its name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver to it, on its behalf, and in its name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;
3. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;
4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that it now owns or may hereafter acquire, for it, in its behalf, and in its name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;
5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for the Corporation, on its behalf, and in its name;
6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security

agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.


7. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.

8. The rights, powers, and authority of said attorney in fact herein granted shall commence and be in full force and effect on March 28, 2013 and such rights, powers, and authority shall remain in full force and effect thereafter until further notice.

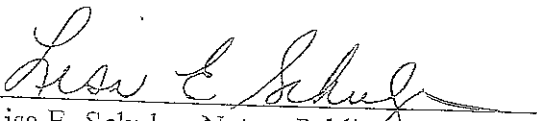
Dated this 28th day of March, 2013.

  
\_\_\_\_\_  
James R. Bohn, Vice-President

VISU-SEWER OF MISSOURI, LLC

  
\_\_\_\_\_  
Keith M. Alexander, President

Subscribed & sworn to before  
me this 28th day of March, 2013.

  
\_\_\_\_\_  
Lisa E. Schulze, Notary Public  
Waukesha County, WI  
My commission expires: 02/15/15

**BASE BID SCHEDULE**

The following prices shall be used to determine the amount of payment to the Contractor for actual work completed. Quantities are not guaranteed. Final payment will be based on actual quantities.

Item No.	Unit Cost Item Description	Units	Quantity	Unit Price	Subtotal
1	Cured-In-Place Lining, 24" Diameter	L.F.	5338	\$ 134.00	\$ 715,292.00
2	Manhole Rehab: Cured-in-Place-Manhole	V.L.F.	256	\$ 1,065.00	\$ 272,640.00
3	Manhole Rehab: Install Chemical Grout	Each	21	\$ 1,400.00	\$ 29,400.00
4	Manhole Rehab: Substrate Repair	Each	21	\$ 1,665.00	\$ 34,965.00
5	Sewer Point Repair	Each	2	107,800.00 \$	\$ 215,600.00
6	Bypass Pumping System	L.S.	1	\$ 27,000.00	\$ 27,000.00
7	Heavy Cleaning	L.F.	5388	\$ 5.00	\$ 26,940.00
8	Remove and Replace Manhole Cover and Frame	Each	2	\$ 3,300.00	\$ 6,600.00
9	Precast Sanitary Manhole	Each	1	124,309.00 \$	\$ 124,309.00
10	Unsuitable Subgrade Removal and Replacement	C.Y.	13	\$ 88.00	\$ 1,144.00
11	Dewatering – Well Points	Each	2	25,300.00 \$	\$ 50,600.00
12	Sewer Service Reinstatement	Each	10	\$ 250.00	\$ 2,500.00
13	Traffic Control	L.S.	1	\$ 26,000.00	\$ 26,000.00
14	Mobilization	L.S.	1	\$ 4,000.00	\$ 4,000.00
15	As-Built Drawings	L.S.	1	\$ 1,000.00	\$ 1,000.00
<b>Total</b>					<b>\$ 1,537,990.00</b>

**TOTAL BASE BID AMOUNT:**

One Million Five Hundred Thirty-Seven Thousand Nine Hundred Ninety Dollars and Zero Cents

**DOLLARS (\$)** 1,537,990.00

The Owner will award the bid based on the Total Base Bid Amount above **or** the Alternate Bid Amount below.

**ALTERNATE BID**

ALTERNATE BID ITEMS (REQUIRED FOR BIDDING). Completion of the following is REQUIRED. Failure to complete all blanks may result in rejection of proposal. Circle the word "Add" or "Deduct" below and complete the blank by entering the appropriate amount. In the event that no change in cost would result enter "\$0". In the event that a bid

is not furnished enter "No Bid".

The Owner has the option of accepting or rejecting the alternate bid without impacting the cost of any other item of work. The following alternate bid amount is the cost that shall be **ADDED TO** or **DEDUCTED FROM** the Total Lump Sum Bid Amount in the event that the Alternate Bid is selected by the Owner.

**Alternate Bid Item A – STA. 53+37 TO STA. 58+35**

If Alternate Bid Item A is accepted, the following unit price items will be used,

Item No.	Unit Cost Item Description	Units	Quantity	Unit Price	Subtotal
A1	Cured-In-Place Lining, 24" Diameter	498	L.F.	\$ 134.00	\$ 66,732.00
A2	Manhole Rehab: Cured-in-Place-Manhole	12	V.L.F.	\$ 1,065.00	\$ 12,780.00
A3	Manhole Rehab: Install Chemical Grout	1	Each	\$ 1,400.00	\$ 1,400.00
A4	Manhole Rehab: Substrate Repair	1	Each	\$ 1,665.00	\$ 1,665.00
A5	Heavy Cleaning	498	L.F.	\$ 5.00	\$ 2,490.00
	Subtotal	-	-	-	\$ 85,067.00

for an "ADD" or "DEDUCT" of \$ 85,067.00

Add or Deduct 30  
 (Number of Consecutive Calendar Days)

**Alternate Bid Item B – STA. 58+35 TO STA. 62+66**

If Alternate Bid Item B is accepted, the following unit price items will be used,

Item No.	Unit Cost Item Description	Units	Quantity	Unit Price	Subtotal
B1	Cured-In-Place Lining, 24" Diameter	431	L.F.	\$ 134.00	\$ 57,754.00
B2	Manhole Rehab: Cured-in-Place-Manhole	16	V.L.F.	\$ 1,065.00	\$ 17,040.00
B3	Manhole Rehab: Install Chemical Grout	1	Each	\$ 2,135.00	\$ 2,135.00
B4	Manhole Rehab: Substrate Repair	1	Each	\$ 2,225.00	\$ 2,225.00
B5	Heavy Cleaning	431	L.F.	\$ 5.00	\$ 2,155.00
	Subtotal	-	-	-	\$ 81,309.00

for an "ADD" or "DEDUCT" of \$ 81,309.00

Add or Deduct 30  
 (Number of Consecutive Calendar Days)

**Alternate Bid Item C – STA. 62+66 TO STA. 67+66**

If Alternate Bid Item C is accepted, the following unit price items will be used,

Item No.	Unit Cost Item Description	Units	Quantity	Unit Price	Subtotal
C1	Cured-In-Place Lining, 24" Diameter	500	L.F.	\$ 134.00	\$ 67,000.00
C2	Manhole Rehab: Cured-in-Place-Manhole	18	V.L.F.	\$ 1,065.00	\$ 19,170.00
C3	Manhole Rehab: Install Chemical Grout	1	Each	\$ 2,425.00	\$ 2,425.00
C4	Manhole Rehab: Substrate Repair	1	Each	\$ 2,500.00	\$ 2,500.00
C5	Heavy Cleaning	500	L.F.	\$ 5.00	\$ 2,500.00
	Subtotal	-	-	-	\$ 93,595.00

for an "ADD" or "DEDUCT" of \$ 93,595.00

Add or Deduct 30  
(Number of Consecutive Calendar Days)

## LIST OF RESOURCES AND REFERENCES

1. Name of proposed on-site Superintendent: Matthew Johnson

2. List of equipment to be used to perform work which shall be readily available or on an as needed basis:

Type	Year	Make & Model	Rented or Owned
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See Attached

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VS-MO VEHICLE REGISTRATION / LICENSE AS OF 1/1/2024

EQ #	Gross Weight	Date Registered	Description	Serial #	Asset Type	Plate Number	Renewal Notice		Sticker / Plates				
							Rec'd	Paid	Rec'd	IPASS	IRP	IFTA	INS
102MO		Dec-13	IL 2013 SECA ECO 800 JET TRUCK	1FVACX0T9DHFD9274	VEHICLE	MAR P788157					X	X	
103MO		Jul-14	IL 2002 FTL JET TRUCK	1FVA6XAK22HJ85611	VEHICLE	MAR P850948					X	X	
104MO		Jun-17	IL 2009 FREIGHTLINER JET TRUCK	1FVACX6S19HAH9960	VEHICLE	MAR P960860					X	X	
105MO		Oct-19	IL 2019 FREIGHTLINER JET TRUCK	1FVACXFC0LHLU0778	VEHICLE	MAR P1049646					X	X	
106MO		Aug-21	IL 2022 FREIGHTLINER JET TRUCK	1FVACXF0NHNC3695	VEHICLE	MAR					X	X	
132WI		Jul-17	WI 2006 FREIGHTLINER	1FVAC2DC98HV71887	VEHICLE	AUG 1246W					X	X	
134WI		Jan-18	WI 2006 FREIGHTLINER M2-106	1FVAC2DJ58HZ34567	VEHICLE	AUG 24884W					X	X	
135WI		Aug-17	WI 2010 FREIGHTLINER JET	1FVAC2BS6ADAP7687	VEHICLE	AUG 39591W					X	X	
202MO		Dec-18	WI 2016 MERCEDES WOLVERINE	WD3PF4CC8GP298857	VEHICLE	MAR					X	X	
204MO		Oct-12	IL 1998 FORD E SUPER DUTY TV TRK	1FOX47S4VWA84313	VEHICLE	JUN 339672D							
205MO		Oct-12	IL 2010 FORD F550 SUPER DUTY TV	1FDAF5GR4AEA40747	VEHICLE	MAR P788150					X	X	
207MO		Oct-12	IL 1993 GREAT DANE GROUT TRK	1GRAA9825PB114532	VEHICLE	PERM 471953ST							
208MO		Aug-13	IL 2007 FREIGHTLINER MT45 W/ARIES	4UZAAPDHX7CY87899	VEHICLE	MAR P818733					X	X	
209MO		Oct-16	IL 2017 Freightliner Grout Truck	1FVACXC8VHHJ1515	VEHICLE	MAR P932483					X	X	
210MO		Dec-17	IL 2008 GMC C6500	1GDE5C12X6F432962	VEHICLE	MAR P970915					X	X	
211MO		Aug-19	IL 2016 Freightliner Grout Truck	1FVACXF0LHLU8857	VEHICLE	MAR P1037081					X	X	
212MO		May-19	IL 2004 Ford CCTV Truck	1FDXE45P84HA68045	VEHICLE	MAR P1029916					X	X	
238WI		Mar-10	WI 2010 FREIGHTLINER M-2 TV CUTTER	1FVACXBS4ADAT2955	VEHICLE	AUG 51463W					X	X	
244WI		Dec-17	WI 2015 FORD F460 WOLVERINE	1FDYF4GT6FEC04568	VEHICLE	AUG 34587X					X		
245WI		Dec-17	WI 2015 Freightliner M2-106 Wolverine	1FVACXC0FHGR4440	VEHICLE	AUG					X	X	
249WI	NOT OURS??		WI Freightliner M2	1FVACXF0JHJR3387	VEHICLE								
280WI		Aug-24	WI 2023 Freightliner M2-106 Wolverine	3ALACXFE2RDUS2927	VEHICLE	AUG 71477Z							
301MO		Oct-12	IL 2010 FORD F160 PICKUP	1FTFX1EY3AFB24374	VEHICLE	NOV 1234985B							
311MO		Jun-14	IL 2012 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	JUN 1522629B							
312MO		Oct-14	IL 2014 FORD F-160	1FTFW1CF4EFA85167	VEHICLE	NOV 1343979B							
313MO		Dec-14	IL 2011 FORD F-160	1FTFX1CF1BKD26928	VEHICLE	DEC 169831B							
314MO		Aug-16	IL 2013 FORD F-160	1FTMF1CM2DKD35016	VEHICLE	JULY 2272039-B							
315MO		Aug-16	IL 2008 FORD F350 SUPER DUTY	1FTWW32P18E895042	VEHICLE	JUNE 390883D							
318MO		Dec-15	IL 2012 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	DEC 1924916B							
317MO		Dec-15	IL 2015 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	SEPT 3541854B							
319MO		Nov-17	IL 2016 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	NOV 2346348B							
382		Dec-16	IL 2016 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	DEC 2117078B							
389		Oct-17	IL 2014 FORD F150	1FTFX1CFXKE98473	VEHICLE	JUNE 2735477B							
320MO	SUPV	Dec-17	IL 2016 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	DEC 2355878B							
321MO		Oct-18	IL 2018 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	OCT 2676483B							
322MO		Oct-18	IL 2018 FORD F-160	1FTFX1EY3AFB24374	VEHICLE	OCT 2676484B							
323MO	VS IL	Dec-19	IL 2019 FORD F160	1FTEW1E52KFA87745	VEHICLE	DEC 2859946B							
324MO	ADMIN	James	Dec-19	IL 2019 FORD F160	1FTEW1E52KFA87745	VEHICLE	DEC 2859946B						
325MO	SUPV	Matt J	Nov-20	IL 2018 FORD F150	1FTFX1EG7JK66770	VEHICLE	NOV 3028230B						
326MO		Dec-20	IL 2018 FORD F160	1FTFX1EB6JK36930	VEHICLE	AUG 3618378B							
327MO	SUPV	Tyler P	Dec-21	IL 2021 Ford F160	1FTFX1E53MFD11098	VEHICLE	DEC 3292350B						
403MO		Oct-12	IL 2000 FLATBED TRAILER	TD224464	TRAILER	JUN 267216TC							
404MO		Oct-12	IL EXTEND-A-JET EASEMENT MACHINE	42786860		N/A							
405MO		Oct-12	IL 2004 SEWER EQUIPMENT TRAILER	189KU18174C381330	TRAILER	JUN 88815TD							
407MO		Oct-12	IL 1998 PACE PERF LINER TRAILER	40LA52823WFO42888	TRAILER	JUN 87779TE							
408MO		Oct-12	IL 1999 783H BOBCAT W/BUCKET, FRK	612241819		N/A							
410MO		Oct-12	IL #SM65 SLURRY MATE PORTABLE VA	29420800		N/A							
411MO		Oct-12	IL 2009 LIBERTY DUMP TRAILER	5M4LO14203F007524	TRAILER	JUN 87780TE							
412MO		Oct-12	IL 2001 FORD E350 BOX TRUCK	1FDWE35LX1HA60981	VEHICLE	JUN 339673D							
413MO		Oct-18	IL ALKOTA STEAMER			N/A							
414MO		Oct-14	IL Ocean Air Compressor 376 CFM		TRAILER	N/A							
415MO		Oct-15	IL 2018 Compro UT-12-LS	4MJUR1216GE068699	TRAILER	APR 3934LV-TA							
416MO		Aug-18	IL 2018 SURE TRAC	5JW1U1016J1240120	TRAILER	APR 3894NR-TA							
417MO		Sep-18	IL STRONG SEAL TRAILER MOD 35C										
418MO		Sep-20	IL 2020 SURE TRAC ENCLOSED TRAILER	5WJ1C0811L2275065	TRAILER	JUN							
407WI		WI	EXTEND-A-JET EASEMENT MACHINE	4326A1011G10010B1	TRAILER	N/A CA85561							
412WI		WI		6FLRP10179B003003	TRAILER	CA77212							
420WI		WI		432SA1213B1000305	TRAILER	AR71083							
434WI		Mar-18	WI STRONG SEAL TRAILER MOD 35C	18501	TRAILER	DEC BT47616							
503MO		Oct-12	IL 2004 INTL 4400 BOILER TRUCK	1HTMSADRX4J064244	VEHICLE	MAR P788153					X	X	
504MO		Oct-12	IL 1995 FTL STRAIGHT TRUCK	1FV8HLAC7SL669449	VEHICLE	MAR P788154					X	X	
505MO		Mar-14	IL 2007 GMC SUPPORT TRUCK	1GDM7F1B77F424231	VEHICLE	MAR P836612					X	X	
506MO		Jul-14	IL 2007 GMC F7500	1GDM7F1327F407382	VEHICLE	MAR P850947					X	X	

EQ #	Gross Weight	Date Acquired	VEHICLE REGISTRATION / LICENSE		AS OF 1/1/2024			Renewal Notice		Sticker / Plates					
			Class/Type	Serial #	Asset Type	Expire	Plate Number	Rec'd	Pay'd	Rec'd	IPASS	IRP	IFTA	INS	
507MO		Sep-15	IL	2007 INTERNATIONAL 4300	1HTMMAAN47H429503	VEHICLE	MAR	P897011					X	X	
508MO		Aug-16	IL	2017 FREIGHTLINER M2-106 Steamer	1FVHCYCY5HHJB7614	VEHICLE	MAR	P932462					X	X	
509MO		Oct-17	IL	2013 FREIGHTLINER M2-106	1FVACXBS9DHFA4320	VEHICLE	MAR	P867255					X	X	
510MO		Jun-18	IL	2013 FREIGHTLINER M2-106 Steam	3ALACXBS6DDFF3766	VEHICLE	MAR	P788152					X	X	
511MO		Dec-19	IL	2019 FORD F350	1FT8W3DT0KEC40865	VEHICLE	MAR	P1049847					X	X	
512MO		Apr-20	IL	2012 FREIGHTLINER M-2 SUPPORT	1FVACXBS1CDBX0729	VEHICLE	MAR	P1081368					X	X	
520WI		Dec-12	WI	2012 FORD F-350	1FT8W3CT1CEB85478	VEHICLE	AUG	68265W					X		
524WI		Mar-01	WI	2001 STERLING M8500 STEAMER	2FZAAHAK91AJ91782	VEHICLE	AUG	68513					X		
555															
541WI		12-2007	WI	2007 Sterling Steamer	2FZACGDC37AY36176	VEHICLE	AUG						X	X	
508MO		Oct-12	IL	2008 VACTOR	1HTWXSAT1BJ318032	VEHICLE	MAR	P789160					X	X	
509MO		Oct-12	IL	2007 STRLG VACTOR	2FZAATDC47AY48908	VEHICLE	MAR	P789161					X	X	
510MO		Apr-19	IL	2008 INTL VACTOR	1HTWGAZT05J128235	VEHICLE	MAR	P887852					X	X	
511MO		Sep-20	IL	2014 FREIGHTLINER VACTOR	1FVHC7DV1CHBD7692	VEHICLE	MAR	P1083957					X	X	
523WI			WI	2016 FREIGHTLINER VACTOR		VEHICLE	AUG	Q45930Z					X	X	



INSTALL DATE	DIAMETER	LF INSTALLED	LOCATION	CLIENT	VISU-SEWER CONTACT
Jan-21 21017MO	8" 10"	11,132 1,708	Collierville, TN	Town of Collierville 500 Poplar View Parkway Collierville, TN 38017 Murray Beard 901-457-2800	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Feb-21 21007MO	8"	1,915	Lake Winnebago, MO	City of Lake Winnebago 10 Winnebago Drive Lake Winnebago, MO 64034 George Silvey Steve Besermin 816-537-8778	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
May-21 21037MO	36"	258	Saugel, IL	Village of Saugel 2897 Falling Springs Rd Saugel, IL Tom Weis 618-337-5287	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
May-21 21048MO	12"	295	East Saint Louis, IL	Bi-State Development 211 N. Broadway Suite 700 St. Louis, MO 63102-2759 Marvin Dixon 314-982-1400 ext 2219	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jun-21 21069MO	8" 10" 12"	3444 1296 1476	Kirkville, MO	City of Kirkville 201 S Franklin St Kirkville, MO 63501 Todd Barnes 660-627-1272	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jun-21 21038MO	8"	4437	Kahoka, MO	City of Kahoka 250 N Morgan St Kahoka, MO 63445 Kevin Yates 660-727-3711	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jun-21 21046MO	8"	125	Arlington, KS	City of Arlington PO Box 377 Arlington, KS 67514 Joe Cannon 620-536-2818	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jun-21 20106MO	10"	270	Farmington, MO	City of Farmington 110 W Columbia St Farmington, MO 63640 Larry Lace 573-758-0608	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jul-21 21070MO	10" 12"	1147 4964	Albany, MO	Invinbill Company PO Box 1107 Chillicothe, MO 64601 J.R. Bradshaw 660-562-8888	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jul-21 21066MO	8"	3403	Poplar Bluff, MO	R. L. Persons Construction, Inc PO Box 3938 Poplar Bluff, MO 63902 Kevin Hoggard 573-686-1323	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-21 21055MO	42"	199	Granite City, IL	City of Granite Illinois 2000 Edison Granite City, IL 62040 Steve Osborn 618-877-1400	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-21 21059MO	8"	9655	Neosho, MO	City of Neosho 203 E. Main Street Neosho, MO 64650 Ken Brady 417-388-4779	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax

Aug-21 21064MO	8"	14952	Columbia, MO	Ryan Construction Co LLC 1495 Old US 40 Suite C Columbia, MO Steve McKay 573-680-4674	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-21 21080MO	8"	4,955	Houston, MO	City of Houston, MO 601 S Grand Ave Houston, MO 65463 Harley Coulier 417-260-2501 Mobile	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-21 21085MO	8"	7,009	Bethalto, IL	Village of Bethalto, IL 213 N Prairie Street Bethalto, IL 62010-1306 Rod Cheatham 618-377-8013	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-21 21089MO	15"	215	Madison, IL	City of Madison PO Box 87 Madison, IL 62060-0087 Steve Osborn 618-877-1400	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Sep-21 21088MO	18"	1,665	Carlyle, IL	City of Carlyle, IL 850 Franklin Street Carlyle, IL 62231 Brandon Pieren 618-594-2488	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Sep-21 21090MO	42"	346	Baxmeyer IDOT Project	Baxmeyer Construction, Inc 1034 Floraville Road Waterloo, IL 62298 Dave Baxmeyer 618-938-3000	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Sep-21 21076MO	6" 10" 12" 15" 18" 36"	3,896 746 768 1,654 237 351	Mount Vernon, IL	City of Mt Vernon P. O. Box 1708 Mt. Vernon, IL 62864-1708 Jonathan Younger 618-242-6850	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Nov-21 21100MO	8"	781	Greenville, IL	City of Greenville 404 S 3rd Street Greenville, IL 62248-1702 Ryan Johnson 618-664-1644	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Nov-21 21101MO	8" 10" 12"	14,000 2,341 84	Charleston, IL	City of Charleston P O Box 216 Charleston, MO 63834 David Harris 573-683-3325	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Nov-21 21079MO	8" 15"	4,743 2,928	City of Mount Vernon, IL	City of Mount Vernon P O Box 1708 Mt. Vernon, IL 62864-1708 Jonathan Younger 618-242-6850	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Nov-21 21099MO	8" 10"	5,414 320	Jonesburg, MO	Lamke Trenching & Excavating 16323 Concord Hill Road Marthasville, MO 63357 Mike Roho 636-932-4849	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Dec-21 21095MO	8" 10"	14,710 461	Carthage, MO	Carthage Water & Electric Plant P. O. Box 611 Carthage, MO 64836 Mike Smith 414-237-7300	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Dec-21	8"	830	Wentzville, MO	City of Wentzville 1001 Schroeder Creek Blvd	Barry Howell Visu-Sewer of Missouri, LLC

21106MO				Wentzville, MO 63385 Erin Ruppert 636-639-2070	7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jan-22	8"	18,083	Caruthersville, MO	City of Caruthersville, MO 200 W 3rd Street Caruthersville, MO 63830 Rich Cochran 573-471-5680	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
22004MO	10" 12"	3,807 3,238			
Feb-22	6"	1,186	Gainesville, MO	City of Gainesville P O Box 355 Gainesville, MO 65655 Mike Davis 417-679-4856	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
21097MO					
Feb-22	8" 10"	399 1,193	New Athens, IL	Village of New Athens 90 Spotsylvania Street New Athens, IL 62264-1569 Chris Remick 618-475-2144	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
22014MO					
Feb-22	8" 10" 12" 15" 18" 21" 24"	6,764 4,087 414 1,322 466 137 122	Effingham, IL	City of Effingham P. O. Box 648 Effingham, IL 62401 Jeremy Heuerman  217-342-5300	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203  618-397-9840 phone 618-397-0098 fax
22016MO					
Feb-22	8" 10" 12" 15" 18"	2,133 526 2,347 1,706 1,025	Marshall, IL	City of Marshall 201 S Michigan Avenue Marshall, IL 62441 Cory Sheehy 217-288-6084	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
22002MO					
Mar-22	24"	675	City of Kennett, MO	City of Kennett, MO 200 Cedar Street Kennett, MO 63857 Keith Westerfield 573-886-2608	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
21098MO					
Mar-22	8"	1,072	City of Robinson, IL	City of Robinson P O Box 188 Robinson, IL 62454-0188 Lawrence Quick 618-544-8110	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
22010MO					
Apr-22	8"	500	Village of Central City, IL	Village of Central City, IL 141 N Harrison Centralia, IL 62801 Karie Pellan 618-532-2123	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
22020MO					
May-22	24"	169	Pontoon Beach, IL	Keely & Sons 8303 Collinsville Road E St Louis, IL 62201 Kevin Roche 618-271-7470	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
22034MO					
May-22	8"	4,317	City of Kahoka	City of Kahoka 250 N Morgan Street Kahoka, MO 63445 Kevin Yates 660-727-3711	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
22047MO					
May-22	6"	1,231	New Madrid, MO	Persons & Son, Inc 98 CR 321 Poplar Bluff, MO 63901	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue
22049MO					

				Bob Persons 573-428-3157	East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
May-22 22035MO	8" 12" 24"	3,275 171 239	Macon, MO	Macon Municipal Utilities P O Box 589 Macon, MO 63552 Mike Llewellyn 660-395-8851	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
May-22 22042MO	8"	492	Taylorville, IL	Henson Robinson Company 3550 Great Northern Ave Springfield, IL 62711 Micky Mann 217-321-0036	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jun-22 22039MO	24"	220	Village of Fairmont City, IL	Village of Fairmont City 2588 N 41st St, Ste C Fairmont City, IL 62201 Roger Juenger 618-274-8306	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jun-22 22058MO	24"	55	Village of Teutopolis, IL	Village of Teutopolis P O Box 776 Teutopolis, IL 62487-0076 Carl Pats 217-857-3814	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Jul-22 22037MO	8" 10" 12" 15"	9,093 63 242 193	Fulton, MO	City of Fulton P O Box 130 Fulton, MO 65251 Anna Zerr 573-592-3111	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-22 22065MO	12"	1,554	Allamont, IL	City of Allamont 202 N Second Street Allamont, IL 62411 Ryan Spade 618-483-5212	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-22 22067MO	8"	1,154	DuQuoin, IL	City of DuQuoin P O Box 486 DuQuoin, IL 62832-0487 Ruth Hale 618-542-3841	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-22 22068MO	8"	9,070	Highland, IL	City of Highland P O Box 218 Highland, IL 66249-0218 Randy Rinderer 618-654-9891	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-22 22070MO	8" 10" 12"	8,121 815 958	Mount Olive, IL	City of Mount Olive 215 E Main Street Mount Olive, IL 62089 Mall Bone 217-999-3141	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Aug-22 22081MO	8" 10" 12" 15" 18"	5,094 311 1,348 40 205	Kirksville, MO	City of Kirksville 201 S Franklin Kirksville, MO 63501 Adam Dorrell 660-627-1272	Barry Howell Visu-Sewer of Missouri, LLC 7895 St Clair Avenue East St Louis, IL 62203 618-397-9840 phone 618-397-0098 fax

Sep-22 22084MO	8*	1,159	City of Troy, IL	City of Troy 118 E Market Street Troy, IL 62284-1519 Rob Hancock 618-687-4629	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Sep-22 22090MO	8*	2,929	Allamont, IL	Kieffer Bros. Constr Co Inc 933 W 3rd Street Mount Carmel, IL 62863 Pat Gould 618-262-5108	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax
Sep-22 22091MO	8*	1,916	Bentl, IL	Haler Plumbing & Heating P. O. Box 400 Okawville, IL 62271 Jim Rosset 618-243-5908	Barry Howell Visu-Sewer of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 618-397-9840 phone 618-397-0098 fax

## LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The names and addresses of the subcontractors, suppliers and materialmen proposed for Project work and the type of work to be performed or material to be supplied:

Sweenco

All Excavation Work

(All remaining work will be performed by the bidder utilizing bidder's employees.)

## CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

Bidder name: Visu-Sewer of Missouri, LLC

Signature of authorized representative:  \_\_\_\_\_

Printed name of authorized representative: James Bohn, Vice President

Date: 4/1/2025

### ANTI-COLLUSION AFFIDAVIT

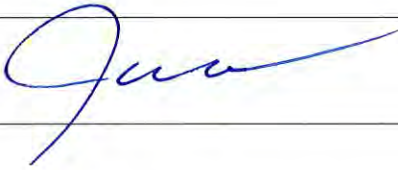
Illinois  
 STATE OF ~~MISSOURI~~ )  
 ) SS  
 COUNTY OF St Clair, )

I James Bohn, state that I am the  
Vice President (~~sole owner, president, manager, member~~)  
 of Visu-Sewer of Missouri, LLC the entity making  
 the foregoing bid and state under penalty of perjury that:

1. this bid is not made in the interest of or on behalf of any undisclosed person or other entity;
2. this bid is genuine and not in collusion with any other person or entity and is not a sham;
3. this bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;
4. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to submit a sham bid;
5. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to not submit a bid;
6. this bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any other person or entity to fix the bid price of this bidder or of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Saint Charles, Missouri or any person or entity interested in the Project contract;
7. all statements contained in this bid are true; and
8. this bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any person or entity.

Bidder name: Visu-Sewer of Missouri, LLC

Signature of authorized representative: \_\_\_\_\_



Printed name of authorized representative: James Bohn, Vice President

Date: 4/1/2025

(Corporate acknowledgement)

STATE OF MISSOURI )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, (name of officer) \_\_\_\_\_ (title of person) \_\_\_\_\_ (name of corporation), known to me to be the person who executed this Anti-collusion Affidavit in behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Charles and State of Missouri, the day and year first above written.

\_\_\_\_\_  
Notary

My Commission Expires:

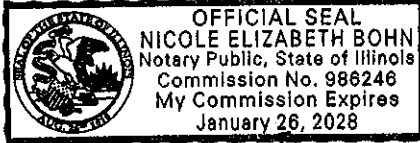
(Limited Liability Company acknowledgement)

<sup>Illinois</sup>  
STATE OF ~~MISSOURI~~ )  
 ) ss  
COUNTY OF St Clair )

On this 1 day of April, 2025, before me, Nicole Elizabeth Bohn, a Notary Public in and for said state, personally appeared James Bohn, (name of member or manager) Vice President (title) Visu-Sewer of Missouri, LLC (name of limited liability company), known to me to be the person who executed this Anti-collusion Affidavit in

behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Charles and State of Missouri, the day and year first above written.



*Nicole Elizabeth Bohn*  
\_\_\_\_\_  
Notary

My Commission Expires: *January 26, 2028*

**SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION**

Certification regarding Affirmative Action and Equal Opportunity: The bidder and each subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and Executive Order No. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

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NOTE: This certification applies to and must be executed by each bidder or proposed subcontractor if the proposed contract or subcontract on this Project will equal or exceed \$10,000 or that the bidder or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000. See, 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the successful bidder to insure that each of its subcontractors, which meet this criterion, executes and submits this certification.

Company: SweenCo LLC

By: Sarah Sweeney

Date: 3/31/2025

Title: Owner

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS  
REGARDING R.S.MO. SECTIONS 285.525 THROUGH 285.550, E-VERIFY**

Pursuant to Missouri Revised Statute (R.S.Mo.) Section 285.530(1), “No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, Missouri) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See, R.S.Mo. Section 285.530 (2).

“Business Entity” is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “business entity” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of R.S.Mo. section 288.034. See, R.S.Mo. Sec. 285.525.

The City of Saint Charles, Missouri, in order to comply with R.S.Mo., Sections 285.525 through 285.550, has instituted the following procedure:

**Required Affidavit for Contracts Over \$5,000:** Business entities desiring to contract with the City for the provision of services shall comply with the provisions of R.S.Mo., Sections 285.525 through 285.550. Contract award is contingent upon Company providing an acceptable notarized affidavit stating that the Company:

1. is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at (636) 940-4668.

**AFFIDAVIT OF COMPLIANCE WITH R.S.MO. SECTION 285.500 et seq.**  
(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

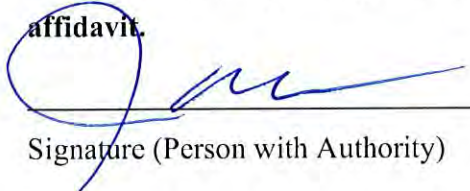
STATE OF Illinois )  
 )ss  
COUNTY OF St Clair )

Before me, the undersigned Notary Public, James Bohn  
personally appeared who is Vice President (Title) of  
Visu-Sewer of Missouri, LLC (Company Name), and after being sworn did depose  
and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in R.S.Mo. Section 285.500, et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

  
\_\_\_\_\_  
Signature (Person with Authority)

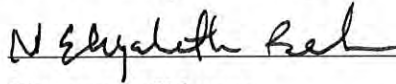
James Bohn  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

April 1, 2025  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 7 day of April 2025.

My commission expires:  
January 26, 2028

  
\_\_\_\_\_  
Signature of Notary

4/7/25  
\_\_\_\_\_  
Date





**Company ID Number: 618487**

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



**Company ID Number: 618487**

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer



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may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).



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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time



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of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## **ARTICLE IV**

### **SERVICE PROVISIONS**



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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V**

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity



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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer VISU-SEWER OF MISSOURI, LLC</b>	
<b>JAMES SERKETICH</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>11/19/2012</b>
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>11/20/2012</b>
Signature	Date
<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	<b>VISU-SEWER OF MISSOURI, LLC</b>
Company Facility Address:	<b>7895 ST. CLAIR AVENUE</b>
	<b>EAST ST LOUIS, IL 62203</b>
Company Alternate Address:	
County or Parish:	<b>SAINT CLAIR</b>
Employer Identification Number:	<b>460771936</b>



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North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>• ILLINOIS 1 site(s)</li> </ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>JAMES SERKETICH</b>	Fax Number:	<b>(262) 695 - 2359</b>
Telephone Number:	<b>(262) 695 - 2340</b>		
E-mail Address:	<b>jim@visu-sewer.com</b>		
Name:	<b>SHERRY BOHN</b>	Fax Number:	<b>(618) 397 - 0098</b>
Telephone Number:	<b>(618) 397 - 9840</b>		
E-mail Address:	<b>watlncoffice@aol.com</b>		
Name:	<b>VALERIE PACE</b>	Fax Number:	<b>(262) 695 - 2359</b>
Telephone Number:	<b>(262) 695 - 2340</b>		
E-mail Address:	<b>valerie@visu-sewer.com</b>		
Name:	<b>JAMES BOHN</b>	Fax Number:	<b>(618) 397 - 0098</b>
Telephone Number:	<b>(618) 397 - 9840</b>		
E-mail Address:	<b>jbohn@waldentech.com</b>		



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## SECTION B: SHORT FORM OF CONTRACT

The awarded bidder will be expected to enter into a contract with the City by executing the attached Short Form of Contract (hereinafter, the "Contract").

This Contract contains terms and conditions which the bidder agrees to by submission of its bid.

### Contract Execution Protocol:

1. The exact legal name of the company submitting the bid must be inserted in the Contract.
2. **Do NOT insert an effective date in the Contract.**
3. The Bid amount must be inserted in the Contract.
4. The Contract must be signed by the person authorized by the bidder to sign the contract and the name legibly printed below the signature.

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IS LEFT BLANK INTENTIONALLY

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Visu-Sewer of Missouri, LLC

7895 St. Clair Avenue  
East St. Louis, IL 62203

**OWNER:**

*(Name, legal status and address)*

City of St. Charles  
200 N Second Street, Ste 100  
St. Charles, MO 63301

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid, 5% A.B.

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Riverside Sanitary Trunkmain Relief - Phase 4

**SURETY:**

*(Name, legal status and principal place of business)*

SiriusPoint America Insurance Company  
285 Fulton Street, 47th Floor, Suite 47J  
New York, NY 10007

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of April

2025



*(Witness)*

Visu-Sewer of Missouri, LLC

*(Principal)*

*(Title)*

SiriusPoint America Insurance Company

*(Surety)*

*(Title)* Jonathan Lucas, Attorney-in-Fact



*(Witness)*



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

**POWER OF ATTORNEY  
SIRIUSPOINT AMERICA INSURANCE COMPANY  
NEW YORK**

**MMANBE01\_1123**

**KNOW ALL MEN BY THESE PRESENTS:** That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27, 2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

**RESOLVED,** that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Christopher K. Hovden, Brittany A. Schmidt, Jonathan Lucas, Danielle Hernandez

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$62,687,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

**IN WITNESS WHEREOF,** SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company



*Paul Mihulka*  
Paul Mihulka  
President

State of New York  
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed my official seal.



*Susan Hiscock*  
Notary Public  
My Commission expires Dec. 5, 2026

STATE OF New York  
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand, and affixed the Seal of said Company, on the 2nd day of April, 2025



*Paul Mihulka*  
Paul Mihulka  
President

# STATE OF MISSOURI



**Denny Hoskins**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***VISU-SEWER OF MISSOURI, LLC***

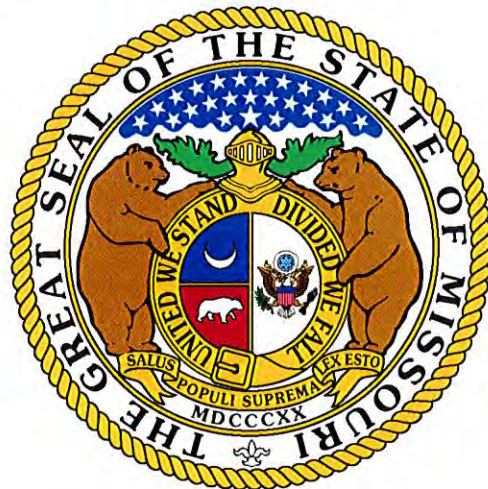
using in Missouri the name

***VISU-SEWER OF MISSOURI, LLC***  
***FL1254860***

a WISCONSIN entity was created under the laws of this State on the 7th day of September, 2012, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 4th day of April, 2025.

*Denny Hoskins*  
Secretary of State



Certification Number: CERT-04042025-0132

DOM NEW  
180 181 183

United States of America  
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, PAUL M. HOLZEM, Administrator, Division of Corporate and Consumer Services, do hereby certify that

VISU-SEWER OF MISSOURI, LLC

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is September 6, 2012:

I further certify that said corporation or limited liability company has not yet completed its initial report year and, accordingly, has not yet filed an annual report under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats.; and that said corporation or limited liability company has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on September 7, 2012.

*Paul M. Holzem*

PAUL M. HOLZEM, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions

BY: *Robert Kay*

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Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

# State of Missouri



Robin Carnahan  
Secretary of State

CERTIFICATE OF REGISTRATION  
FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

*VISU-SEWER OF MISSOURI, L.L.C.*  
*FL1254860*

Using in Missouri the name

*VISU-SEWER OF MISSOURI, L.L.C.*

and existing under the laws of the State of Wisconsin has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 7th day of September, 2012, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 7th day of September, 2012.



*Robin Carnahan*

Secretary of State

File Number:

FL1254860

Date Filed: 09/07/2012

Robin Carnahan

Secretary of State



# State of Missouri

Robin Carnahan, Secretary of State

Corporations Division  
PO Box 778 / 606 W. Main St., Rm. 312  
Jefferson City, MO 65102

## Application for Registration of a Foreign Limited Liability Company

(Submit with filing fee of \$105.00)

- The name of the foreign limited liability company is Visu-Sewer of Missouri, LLC
  - The name under which the foreign limited liability company will conduct business in Missouri is (must contain "limited company, "limited liability company", "LC", "LLC", "L.C.", or "L.L.C.") (must be filled out if different from line (1)):  
\_\_\_\_\_
  - The foreign limited liability company was formed under the laws of Wisconsin on the date of 9-6-2012  
(state or jurisdiction)  
(month/day/year)
  - The purpose of the foreign limited liability company or the general character of the business it proposes to transact in this state is:  
To provide Sewer Televising, Maintenance and Rehabilitation
  - The name and address of the limited liability company's registered agent in Missouri is (this line must be completed and include a street address):  
CT Corporation System 120 South Central Avenue Clayton, MO 63105  
Name Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip
- The Secretary of State is appointed agent for service of process if the foreign limited liability company fails to maintain a registered agent. Note: failure to maintain a registered agent constitutes grounds to cancel the registration of the foreign limited liability company.*
- The address of the registered office in the jurisdiction organized. If none required, then the principal office address of the foreign limited liability company is:  
W230 N4855 Belker Drive Pewaukee, WI 53072  
Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip
  - This application must include a current certificate of good standing/existence from the secretary of state or other similar official in the state of domicile. Such document should be dated within 60 calendar days from filing.

(Please see next page)

Name and address to return filed document:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

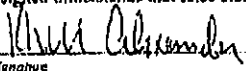
City, State, and Zip Code: \_\_\_\_\_

State of Missouri  
Creation - LLC/LP 3 Page(s)



In Affirmation thereof, the facts stated above are true and correct.

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

	Keith M. Alexander	9/6/12
<i>Authorized Signature</i>	<i>Printed Name</i>	<i>Date</i>
_____	_____	_____
<i>Authorized Signature</i>	<i>Printed Name</i>	<i>Date</i>
_____	_____	_____
<i>Authorized Signature</i>	<i>Printed Name</i>	<i>Date</i>

## CONTRACT

This CONTRACT (hereinafter, the "Contract") is between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the "City"), and Visu-Sewer of Missouri, LLC, a [corporation or limited liability company] organized in the State of Wisconsin and in good standing (hereinafter, the "Contractor") for the [Insert the exact name of the Project] (hereinafter, the "Project"). The City and Contractor may be referred to collectively as the "Parties." The effective date of this Contract is \_\_\_\_\_.

In consideration for the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and Contractor and intending to be mutually bound hereby, City and Contractor agree as follows:

### ARTICLE 1. Contract Documents

For purposes of this Contract and the General Conditions notwithstanding, the Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities and in the manner most favorable to the City.

1. This Contract
2. Job Special Provisions (JSPs)
3. Project Specific Drawings
4. General Conditions of the Contract, as may be modified by the Supplementary Conditions
5. Standards and Specifications
6. Invitation for bids, bid specifications, request for proposals or purchase description
7. Addenda issued prior to the execution of the Contract
8. Performance and Payment Bond in the form attached hereto as **Exhibit A**
9. Guarantee Performance Bond in the form attached hereto as **Exhibit B**
10. Contractor's bid or proposal
11. Modifications issued after execution of the Contract, which are not attached hereto, including the following:

- a. Work Order issued by the City
  - b. Written amendment to the Contract signed by both parties
  - c. Change Order
12. Copies of all certificates of insurance and/or endorsements and permits required under the Contract
  13. Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Contract and may not be attached hereto
  14. Federal Work Authorization (e-verify), Proof of Lawful Presence, Missouri Prevailing Wage Law; OSHA Construction Safety Program; and Nonresident Employers – Bonding Requirements

EACH OF WHICH IS ATTACHED HERETO except as otherwise provided. These documents form the entire Contract between the parties and there are no other agreements between the parties. Any amendment or modification to this Contract must be in writing and signed by an official with the authority to bind the City. Such amendment or modification shall be incorporated into and made a part of this Contract.

ARTICLE 2. Scope of Work

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work shown on the Contract Documents, and the Contractor agrees to do everything required by this Contract and the Contract Documents.

ARTICLE 3. Term of Contract

A. This Contract shall commence on the Effective Date, subject to annual appropriation as described in Article 8, Termination.

B. All times for Project Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence in this Contract. **The Contractor shall meet the following Project Milestones:**

**1. All proposed work besides final restoration**

C. The work will be substantially completed **within 210 calendar days** after the date when the Contract Times commence to run as provided in **Paragraph 2.5.02 of the General Conditions**, and completed and ready for final payment **within 240 calendar days** after the date when the Contract Times commence to run.

D. If the Contractor fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the Contractor and the City, the Contractor shall pay to the City not as a penalty but as liquidated damages the sum of **\$1,225.00** per day for each and every calendar day beyond the date on which completion was required. This amount is fixed and agreed upon by and between the City and the Contractor to be the amount of damages which the City would sustain, and is based upon the parties' reasonable estimate of actual damages likely to result from the Contractor's breach hereunder. The City's right to assess liquidated damages shall not preclude the City from the exercise of any other rights to recover damages on account of the Contractor's failure to achieve substantial and final completion within the time required.

ARTICLE 4. The Contract Sum

The Contractor agrees to provide to the City items at the specific price points listed in the Contractor's bid submission, for the duration of this Contract. The City makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this Contract. **The total value of the goods and services will not exceed the sum of** \_\_\_\_\_ (**\$** \_\_\_\_\_)

without the issuance of a change order agreed to in writing and signed by the City and Contractor.

ARTICLE 5. Payment

A. The City shall make payments on account of the Contract as provided herein as follows:

1. At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments. Each application shall be submitted on AIA Document G702.

2. Five percent (5%) (retainage) will be deducted each month for a reserve by the City as partial guaranty of the faithful execution of the Contract by the Contractor up to an amount equal to five (5) percent of the total contract sum stated in Article 4. The retainage will be paid to the Contractor upon substantial completion and acceptance of the work, less one hundred fifty percent (150%) of the value of incomplete punch list work.

3. It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified

copy of their and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

4. The City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

#### ARTICLE 6. Final Payment

A. Upon satisfactory final completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, the Engineer will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due after deduction of all previous payments and all percentages and amounts to be kept and retained pursuant to this Contract; provided however, that as a condition precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor hereby warrants all of the work done under this contract for a period of two (2) years following the completion of the Project. Upon completion, the Contractor shall submit to the City a written two (2) year warranty. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

B. If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the City shall upon receipt of a certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. This payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

#### ARTICLE 7. Contractor's Representations

In order to induce the City to enter into this Contract, the Contractor makes the following

representations:

A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents.

B. The Contractor has visited the work site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.

C. The Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

D. The Contractor has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or contiguous to the work site and all drawings of physical conditions relating to existing surface or subsurface structures at the site, if any, that have been identified in the Contract documents as containing reliable "technical data"; and

2. reports and drawings of hazardous environmental conditions, if any, at the site that have been identified in the Contract documents as containing reliable "technical data."

E. The Contractor has considered information known to the Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Contract Documents; and the site related reports and drawings identified in the Contract Documents with respect to the effect of such information observations, and documents on:

1. the cost, progress, and performance of the work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

3. the Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraphs A through E inclusive above, the Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

G. The Contractor is aware of the general nature of the work to be performed by the City and others at the site, if any, which relates to the work as indicated in the Contract Documents.

H. The Contractor has given the City written notice of all conflicts, errors, ambiguities, or

discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8. Termination

In addition to the provisions of **Article 2.3.15 of the General Conditions**, the City shall have the right to terminate this Contract if funds are not appropriated or otherwise made available to pay the contract price.

ARTICLE 9. Performance and Payment Bonds

When the Contractor delivers the counterparts of the contract to the City, the Contractor shall also deliver performance and payment bonds as follows, subject to the additional requirements set forth in **Paragraph 2.7.05 of the General Conditions**:

A. The Contractor shall furnish a 100% Performance and Payment Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City in the full amount of the contract price and in the form attached hereto as **Exhibit A**.

B. The Contractor shall furnish a Guarantee Performance Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City for **ten percent (10%)** of the contract price to guarantee satisfactory performance of the work for a period of **two (2) years** after the date of acceptance of the work, and in the form attached hereto as **Exhibit B**.

ARTICLE 10. Insurance

A. In addition to the requirements set forth in **Section 2.7 of the General Conditions**, the Contractor and its subcontractors, consultants, or other persons or entities performing or furnishing any portion of the work shall purchase and maintain insurance as set forth in this Article. When the Contractor delivers the executed counterparts of the Contract to the City, and before any work at the site is started, the Contractor shall deliver to the City, with copies to each additional insured identified in the Supplementary Conditions, if any, certificates of insurance and insurance policy endorsements (and other evidence of insurance which the City or any additional insured may reasonably request, including any insurance policies to which such certificates of insurance or policy endorsements relate) for each insurance policy that the

Contractor is required to purchase and maintain in accordance herewith.

B. The Contractor and its subcontractors, consultants, and other persons or entities performing or furnishing any portion of the work shall purchase and maintain such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from such party's performance of the work and other obligations under the Contract Documents, whether it be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits or other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the insured's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the insured's employees;
4. claims for damages which are sustained:
  - a. by any person as a result of an offense directly or indirectly related to the employment of such person by the insured, or
  - b. by any other person for any other reason.
5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, including explosion, collapse, and underground coverages;
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
7. claims for damages relating to the Contractor's obligations pursuant to this Contract;
8. claims for damages to property written as Builder's Risk Insurance; and
9. claims for damages resulting from the release of hazardous waste due to the Contractor's operations.

C. The policies of insurance required pursuant to this Article shall:

1. with respect to insurance required by paragraphs B.3, B.4, B.5, B.6 and B.7 of this Article, be written on an occurrence basis, include as additional insureds the City, the Engineer, and any other person or entity required in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective elected officials, officers, directors,

members, partners, employee, agents, consultants, and subcontractors or each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary and non-contributory coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the liability as follows or required by law, whichever is greater:

a. Workers' Compensation, and related coverages under paragraphs B.1 and B.2 of this Article in accordance with federal law and the laws of the State of Missouri:

- i. State: Statutory limit
- ii. Applicable Federal (e.g., Longshoremen's): Statutory limit
- iii. Employer's Liability: \$3,000,000 Each Accident  
\$3,000,000 Disease per Employee

b. Contractor's General Liability under paragraphs B.3, B.4, B.5 and B.6 of this Article which shall include completed operations and product liability coverages:

- i. General Aggregate: \$3,000,000
- ii. Products – Completed operations Aggregate: \$3,000,000
- iii. Personal and Advertising Injury: \$1,000,000
- iv. Each Occurrence  
(Bodily Injury and Property Damage): \$1,000,000
- v. Excess or Umbrella Liability  
General Aggregate: \$5,000,000  
Each Occurrence: \$5,000,000

c. Automobile Liability under paragraph B.6 of this Article:

- i. Bodily Injury:  
Each Person: \$3,000,000  
Each Accident: \$3,000,000
- ii. Property Damage:  
Each Accident: \$3,000,000
- iii. Combined Single Limit of: \$3,000,000
- iv. The policy shall include a CA 99 48 Broadened Pollution

Endorsement. The Contractor, if hauling contaminants or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage form MCS-90.

d. Property Liability (Builder's Risk)

- i. Amount equal to insurable value of the Contract, including all

structures, materials, and equipment to be built and installed.

e. The Contractual Liability coverage of paragraph B.7 of this Article shall cover Contractor's indemnity obligations under the Contract and provide coverage for not less than the following amounts:

- i. Bodily Injury:
  - Each Person: \$3,000,000
  - Each Accident: \$3,000,000
- ii. Property Damage:
  - Each Accident: \$3,000,000
  - Annual Aggregate: \$3,000,000

f. The property insurance required by paragraph B.8 of this Article shall be written as Builder's Risk with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and work in transit and shall insure against at least the following perils: flood, fire, lightening, extended coverage, theft, vandalism and malicious theft, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws or regulations, and water damage, and be written in the completed value form. Such policy shall cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects) and materials and equipment in transit for incorporation into the work or stored at the site or at another location that was agreed to in writing by the City prior to being incorporated into the work, provided that such material and equipment have been included in an Application for Payment recommended by the City or the Engineer. Such policy shall include the interests of the City, Contractor, subcontractors, engineers, the City's and engineer's consultants, each of whom is deemed to have an insurable interest, and each shall be listed as an insured or an additional insured.

g. The Contractor's Pollution Insurance coverage required by paragraph B.9 of this article shall cover bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids,

alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden or accidental. The policy shall also include defense and clean-up costs. The amount of coverage shall be as follows:

- i. Limit of Liability:
  - Each Occurrence: \$3,000,000
  - Aggregate: \$3,000,000

3. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) calendar days written notice has been given to the City and the Contractor and to each additional insured identified in the Contract Documents to whom a certificate of insurance and/or endorsement has been issued (and the certificates of insurance furnished by the Contractor pursuant to this Contract will so provide);

4. remain in effect through final payment and at all times thereafter when the contractor may be correcting, removing, or replacing defective work in accordance with **Paragraph 2.7.01 of the General Conditions**; and

5. include completed operations coverage:

- a. such insurance shall remain in effect for two years after final payment; and
- b. the Contractor shall furnish the City and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to the City and any such additional insured of continuation of such insurance at final payment and one year thereafter.

ARTICLE 11. Indemnification

A. The Contractor shall indemnify, defend, and hold harmless the City and Engineer and the elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, accountants, and other professional and all court and other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, subcontractors, or its or their agents or employees in the performance of the work and/or their failure to comply with the terms and conditions of this Contract. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by any reason of any surety or insurance provided by the

Contractor, and this provision shall survive termination of this Contract.

B. In any and all claims against the City or Engineer or any of their elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors by any employee (or the survivor or personal representative of such employee) of the Contractor, any subcontractor, any supplier, or any person or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor, supplier, or any other person or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### ARTICLE 12. Dispute Resolution

The City and Contractor agree that disputes regarding the Project shall first be addressed by informal discussions between the Parties. If discussions between the Parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Contractor shall proceed with the Construction Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Contractor's completed services unless the Contractor gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

#### ARTICLE 13. Prevailing Wage

Contractor shall comply with the Missouri Prevailing Wage Law, R.S.Mo. Section 290.210, et seq. and shall not pay less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under this Contract to all workers performing work pursuant to this Contract. Contractor shall forfeit a penalty to the City of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done pursuant to this Contract by the Contractor or by any subcontractor.

#### ARTICLE 14. Miscellaneous Terms and Conditions

A. Project Management Manual. Contractor shall comply with the City of Saint Charles, Missouri, Project Management Manual in the performance of the work pursuant to this Contract.

B. **Governing Law; Choice of Forum.** This Contract and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law's provisions. The City and Contractor agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri and waive any objections based upon venue or forum non convenes or otherwise. Contractor specifically acknowledges that R.S.Mo. Section 70.320 shall not apply to any action brought regarding this Contract. Contractor specifically acknowledges that R.S.Mo. Section 508.050 shall apply exclusively to any action brought regarding this Contract. This section of the Contract shall survive termination of this Contract.

C. **Partial Invalidity.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provisions of this Contract.

D. **Modifications to be in Writing.** No waiver or modification of this Contract or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the Parties.

E. **No Waiver for Breach.** The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Contract shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition.

F. **Notices.** All notices or other communications required or desired to be given shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or sent via national overnight courier (e.g. Federal Express), or if sent by facsimile and contemporaneously sent by regular mail, addressed as follows:

1. **To Contractor:**  
Visu-Sewer of Missouri, LLC  
Attention: James Bohn  
7895 St Clair Avenue  
East St Louis, IL 62203

2. **To City:**  
  
City of Saint Charles, Missouri  
Attention: Director of Engineering  
200 North Second Street, Room 202  
St. Charles, MO 63301

With a copy to:

City of Saint Charles, Missouri  
Attn: City Attorney  
200 North Second Street, Room 401B  
St. Charles, MO 63301  
Telephone No.: 636-949-3274  
Fax No. 636-940-4666

G. Headings for Reference Only. The headings of this Contract are intended solely for convenience of reference and shall have no effect on the construction or interpretation of this Contract.

H. Assignment. This Contract may not be assigned by either Party in whole or in part without prior written consent of the other Party.

I. No Official Personally Liable. No official, elected official, agent, employee, attorney or representative of the City shall be personally liable to Contractor in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract. No director, officer, shareholder, manager, agent, employee, attorney or representative of Contractor shall be personally liable to the City in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract.

J. No Discrimination. Contractor agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment, in the selection and retention of any subcontractor, in procurement of materials, lease of equipment or provision of any labor, material or service based upon age, ancestry, color, disability, familial status, religion or sex.

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.

K. Sex Offender Registration. Contractor shall comply with City Code of Ordinances Section 145.040 which requires any person used by the Contractor in the performance of the

Contract who is a registered sex offender and has any contact with a City employee or resident or is physically present on City property to register with the City of Saint Charles Police Department.

L. Proof of Lawful Presence. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 208.009 which requires the person executing this Contract on behalf of the Contractor 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 Contractor with this Contract.

M. E-Verify. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 285.530(2) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with this Project. Contractor 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 in a qualified federal work authorization program and that Contractor 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.

N. Transient Employers. Contractor shall comply with the transient employer obligations as defined in R.S.Mo. Section 285.230 and shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Missouri Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Missouri Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Contractor acknowledges its failure to comply with the transient employer obligations subject the Contractor to a penalty of \$500 per day until the notices required by this section are posted.

O. Construction Contractor Safety Training Program. Contractor and all subcontractors shall require all on-site employees to complete the ten-hour construction safety training program required pursuant to R.S.Mo. Section 292.675, if not previously completed with required documentation of successful completion. Contractor shall forfeit a penalty to the City of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.





ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A CORPORATION

STATE OF NA )

)

COUNTY (AND/OR CITY) OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me,  
\_\_\_\_\_  
(name of notary), a Notary Public in and for said state,  
personally appeared \_\_\_\_\_ (name of officer),  
\_\_\_\_\_  
(title of person, president, vice president, etc.) of  
\_\_\_\_\_  
(name of corporation), known to me to be the person who  
executed the within \_\_\_\_\_ (type of document) in behalf of said corporation  
and acknowledged to me that he or she executed the same for the purposed therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first above written.

\_\_\_\_\_  
Notary Public

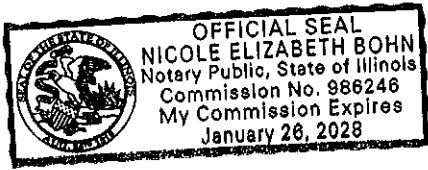
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A LIMITED LIABILITY COMPANY

STATE OF Illinois )  
 )  
COUNTY (AND/OR CITY) OF St Clair )

On this 1 day of April in the year 2025 before  
me, Nicole Elizabeth Bohn (name of notary), a Notary Public in and for said state,  
personally appeared James Bohn, Vice President (name of  
manager or member) of  
Visu-Sewer of Missouri, LLC (name of limited  
liability company), known to me to be the person who executed the within  
contract (type of document) in behalf of said limited liability company and  
acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and  
year first above written.



Nicole Elizabeth Bohn  
Notary Public

My Commission Expires: January 26, 2028

## Certificate Of Completion

Envelope Id: 8467935A-148D-4D66-8060-7D3397E1B992

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf

Source Envelope:

Document Pages: 100

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

grace.capritta@stcharlescitymo.gov

IP Address: 10.101.81.137

## Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

4/25/2025 11:28:18 AM

grace.capritta@stcharlescitymo.gov

## Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

## Timestamp

Sent: 4/25/2025 11:37:41 AM

Viewed: 4/28/2025 9:44:56 AM

Signed: 4/28/2025 9:45:30 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Sent: 4/28/2025 9:45:33 AM

Viewed: 4/29/2025 6:45:32 AM

Signed: 4/29/2025 6:49:13 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B773142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 4/29/2025 6:49:16 AM

Viewed: 4/29/2025 12:23:00 PM

Signed: 4/29/2025 12:26:36 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 4/29/2025 12:26:39 PM

Viewed: 4/29/2025 1:16:02 PM

Signed: 4/29/2025 1:16:42 PM

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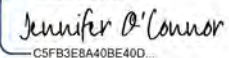
**Signer Events****Signature****Timestamp**

Holly Magdziarz  
 holly.magdziarz@stcharlescitymo.gov  
 Assistant City Attorney  
 City of Saint Charles, MO  
 Signing Group: LEGAL REVIEW  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

DocuSigned by:  
  
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 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 35.130.51.195

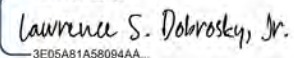
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 Signed: 4/29/2025 2:36:46 PM

Jennifer O'Connor  
 jennifer.oconnor@stcharlescitymo.gov  
 Director of Finance  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

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 Viewed: 4/29/2025 3:16:02 PM  
 Signed: 4/29/2025 3:16:16 PM

Lawrence S. Dobrosky, Jr.  
 lawrence.dobrosky@stcharlescitymo.gov  
 Director of Administration  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

DocuSigned by:  
  
 3ED5A81A58084AA...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 172.58.56.204

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 Signed: 4/30/2025 9:44:22 PM

Emily B. Galantowicz  
 emily.galantowicz@stcharlescitymo.gov  
 Assistant City Clerk  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sent: 4/30/2025 9:44:26 PM  
 Viewed: 5/1/2025 8:29:15 AM

Daniel J. Borgmeyer  
 dan.borgmeyer@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kim Hudson  
 kimberly.hudson@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 4/29/2025 3:16:20 PM  
Viewed: 4/29/2025 3:26:58 PM

Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	4/25/2025 11:37:41 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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Contract # \_\_\_\_\_  
(City Clerk will Assign)

**CONTRACT ROUTING SLIP  
(YELLOW PAPER)  
CONTRACTS EXCEEDING \$100,000.00**

<b>Requesting Department:</b>	Engineering	<b>Department Contact:</b>	Cody McClain/Grace C
<b>Vendor Name &amp; NWS#:</b>	SWEETENS CONCRETE SERVICES LLC / 6783		
<b>Description/Purpose:</b>	Authorization to enter into an agreement with Sweetens Concrete Services to rehabilitate Muegge Road in an amount to not exceed \$1,653,571.57.		
<b>Account #:</b>	410-502-502-873-101 (CTY) 4% \$65,442.22 420-502-502-873-101 (CTY) \$700.64 412-502-502-873-101 (CRB) 16% \$264,571.45 412-502-502-873-199 (FED) 80% \$1,322,857.26		
<b>Project #:</b>	22STR38		
<b>Amount of this Routing:</b>	\$ 1,653,571.57	<b>Requisition #:</b>	2025-414
<b>Contract Type:</b>	New Contract	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	TO COMPLETION	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	<b>Amendment #</b>	<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$	<b>Total of Previous Amendments:</b>	\$
<b>Total Contract Value:</b>	\$ 1,653,571.57		

DS  
MLO

**Certifications: to be completed by Originating Department Director**

All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

<b>Printed Name:</b>  Dan Mann	<b>Signature:</b> <small>DocuSigned by:</small> <i>Dan Mann</i>	4/28/2025
--------------------------------------	---	-----------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 4/29/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdiany</i> 4/30/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 4/30/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 4/30/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 05/06/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 6

Sponsor(s): CONSENT AGENDA

**Description:**

Authorization to enter into an agreement with Sweetens Concrete Services to rehabilitate Muegge Road in an amount to not exceed \$1,653,571.57.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

This work includes: Pavement repairs and crack sealing from Mexico Road to Old Muegge Road/Abbydale Drive, replace existing 4 foot wide sidewalk on west side on Muegge Road with new 5 foot wide ADA compliant sidewalk, replace existing 5 foot wide sidewalk on east side of Muegge Road with new 10 foot wide ADA compliant shared use path, construct new ADA compliant curb ramps, furnish and install pedestrian push button signal improvements at Fountainview Drive intersection and Old Muegge Road/Abbydale Drive intersection, furnish and install new storm sewer inlet tops, diamond grind roadway surface, furnish and install pavement markings.

Bids were received for Muegge Road Rehabilitation Project and Sweetens Concrete Services was the low bidder at \$1,653,571.57.

Sweetens Concrete Services bid, experience and references have been reviewed by Staff and found to be acceptable. Attached is a project map. The engineers estimate was \$2,212,268.50.

**Staff recommends approval of this agreement.**

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

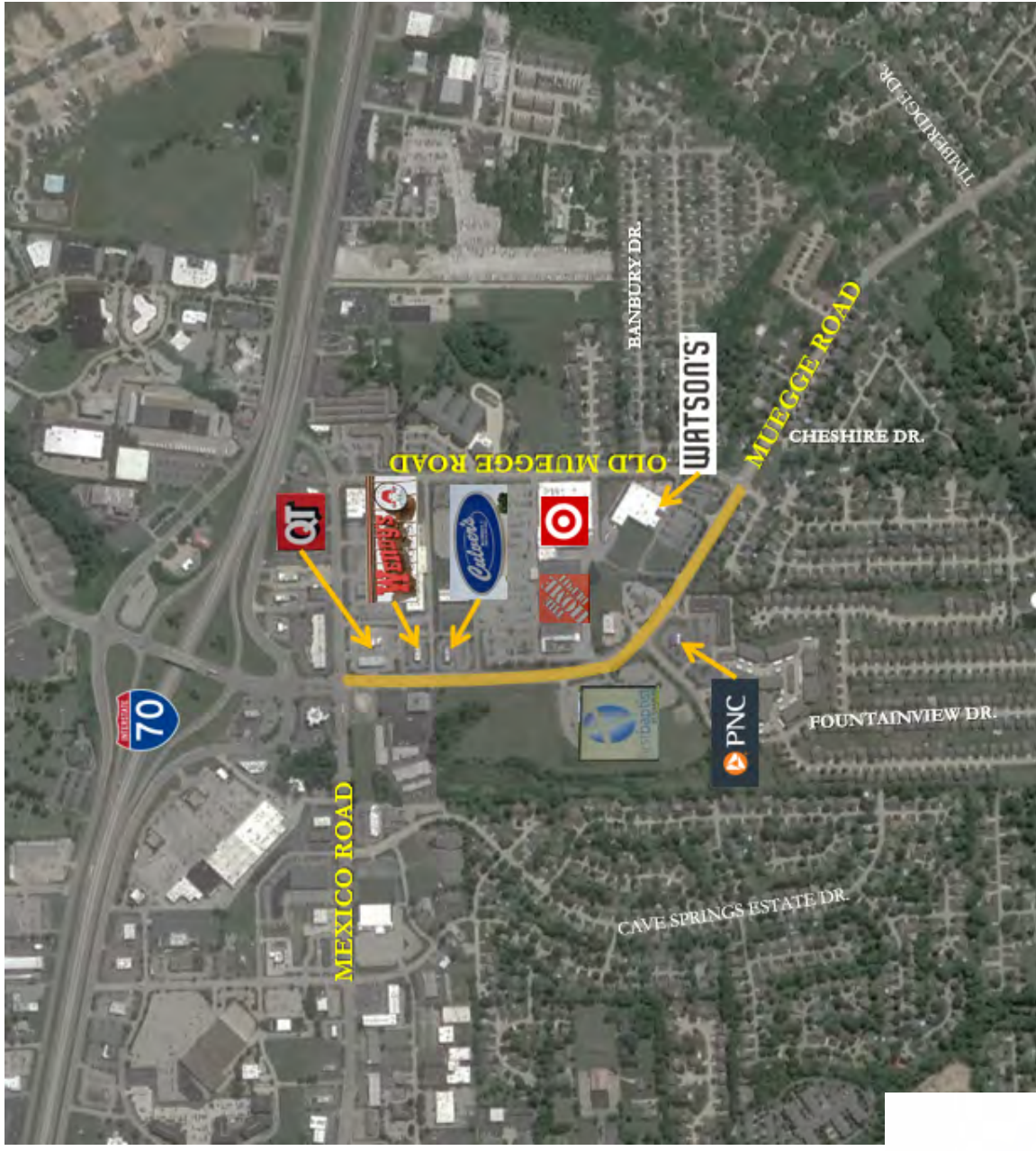
**Fiscal Impact:** 1,653,571.57 **Requisition #:** 2025-414

**Account #:** 410-502-502-873-101 (CTY) 4% \$65,442.22 420-502-502-873-101 (CTY) \$700.64  
412-502-502-873-101 (CRB) 16% \$264,571.45  
412-502-502-873-199 (FED) 80% \$1,322,857.26

**Project #:** 22STR38

RCA prepared by: JG/GC Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

# Muegge Road Rehab Project Location Map



Muegge Road from Mexico Road to Old Muegge Road



**Muegge Road Rehabilitation Project  
22STR38  
BID 4780  
March 18, 2024**

<b>CONTRACTOR</b>	<b>BID TOTAL</b>
Sweetens Concrete	\$1,653,571.57
Bommarito	\$2,010,350.92
Lamke	\$2,013,487.98
M&H Concrete	\$2,039,241.77
Pavement Solutions	\$2,189,689.84
Raneiri	\$2,585,776.22
Gershenson	\$2,610,440.80

ITEM NO.	STICO BID ITEM	LSP	ITEM DESCRIPTION	Engineers estimate			Sweeters Concrete			Genshens			M&I Concrete			Barramito			Lampie			Pavement Solutions			Remerli		
				QTY	UNIT	PRICE	TOTAL COST	QTY	UNIT	PRICE	TOTAL COST	QTY	UNIT	PRICE	TOTAL COST	QTY	UNIT	PRICE	TOTAL COST	QTY	UNIT	PRICE	TOTAL COST	QTY	UNIT	PRICE	TOTAL COST
1	201-20.1D	L	CLEANING AND GRUBBING	1	L.S.	5,000.00	5,000.00	1	L.S.	7,250.00	7,250.00	1	L.S.	10,000.00	10,000.00	1	L.S.	9,583.30	9,583.30	1	L.S.	2,750.00	2,750.00	1	L.S.	18,788.00	18,788.00
2	201-20.1D	L	REMOVAL OF IMPROVEMENTS	1	L.S.	50,000.00	50,000.00	1	L.S.	108,750.00	108,750.00	1	L.S.	265,500.00	265,500.00	1	L.S.	167,793.60	167,793.60	1	L.S.	6,860.00	6,860.00	1	L.S.	151,518.50	151,518.50
3	201-40.20	K	MODIFIED CURB/RAISE/ELEVATION AND BACKFILL FOR UNSUITABLE MATERIAL	340.8	S.Y.	12,632.00	4,300.00	340.8	S.Y.	67,400.00	23,000.00	340.8	S.Y.	40.00	13,632.00	340.8	S.Y.	20.30	7,054.56	340.8	S.Y.	50.00	17,040.00	340.8	S.Y.	10,123.00	3,449.18
4	202-10.00	L	LINEAR GRADING, CLASS 1	30.2	S.TA.	80.00	2,416.00	30.2	S.TA.	303.90	9,156.78	30.2	S.TA.	1,800.00	54,360.00	30.2	S.TA.	240.30	7,251.06	30.2	S.TA.	1,740.00	52,548.00	30.2	S.TA.	2,056.63	62,499.18
5	414-10.00	L	CRACK SEALING	3834	L.F.	2.00	7,668.00	3834	L.F.	2.55	9,776.70	3834	L.F.	2.00	7,668.00	3834	L.F.	13.30	50,698.80	3834	L.F.	1.38	5,290.92	3834	L.F.	6.13	23,579.10
6	502-90.99	S	REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED) [INCLUDES BASE ROCK, INCLUDES 10% CONTINGENCY]	6814.3	S.Y.	120.00	817,716.00	6814.3	S.Y.	138.00	940,373.40	6814.3	S.Y.	92.00	626,916.00	6814.3	S.Y.	93.60	637,818.48	6814.3	S.Y.	96.80	652,809.94	6814.3	S.Y.	117.48	800,543.96
7	602-90.99	V	AS-BUILT PLANS	1	L.S.	5,336.85	5,336.85	1	L.S.	1,200.00	1,200.00	1	L.S.	100.00	100.00	1	L.S.	6,049.00	6,049.00	1	L.S.	5,786.00	5,786.00	1	L.S.	5,763.00	5,763.00
8	603-10.30	W	ADJUST WATER SERVICE VALVE AND BOX TO GRADE	9	EACH	400.00	3,600.00	9	EACH	250.00	2,250.00	9	EACH	1,000.00	9,000.00	9	EACH	187.60	1,688.40	9	EACH	647.00	5,823.00	9	EACH	5,500.00	49,500.00
9	603-99.99	W	MISCELLANEOUS IRRIGATION SYSTEM MODIFICATIONS	1	L.S.	10,000.00	10,000.00	1	L.S.	3,090.00	3,090.00	1	L.S.	4,000.00	4,000.00	1	L.S.	3,466.50	3,466.50	1	L.S.	5,000.00	5,000.00	1	L.S.	8,800.00	8,800.00
10	604-20.30	AD	ADJUST MANHOLE TO GRADE	8	EACH	1,000.00	8,000.00	8	EACH	666.00	5,328.00	8	EACH	1,000.00	8,000.00	8	EACH	674.40	5,395.20	8	EACH	531.00	4,248.00	8	EACH	1,325.00	10,600.00
11	604-90.40	AD	ADJUST INLET STONE TO GRADE	8	EACH	1,000.00	8,000.00	8	EACH	670.00	5,360.00	8	EACH	1,000.00	8,000.00	8	EACH	315.80	2,526.40	8	EACH	695.00	5,560.00	8	EACH	1,456.00	11,648.00
12	604-90.50	AD	REPLACE PRECAST INLET STONE AND ADJUST TO GRADE	4	EACH	1,500.00	6,000.00	4	EACH	1,401.00	5,604.00	4	EACH	2,000.00	8,000.00	4	EACH	656.50	2,626.00	4	EACH	826.00	3,304.00	4	EACH	2,565.00	10,260.00
13	604-90.52	AD	REPLACE INLET SILL	5	EACH	700.00	3,500.00	5	EACH	350.00	1,750.00	5	EACH	1,500.00	7,500.00	5	EACH	507.40	2,537.00	5	EACH	721.00	3,605.00	5	EACH	1,000.00	5,000.00
14	604-90.55	AD	REPLACE INLET LID	4	EACH	700.00	2,800.00	4	EACH	450.00	1,800.00	4	EACH	1,000.00	4,000.00	4	EACH	891.30	3,565.20	4	EACH	465.00	1,860.00	4	EACH	820.00	3,280.00
15	608-50.99	L	REMOVE AND REPLACE PAVED DRIVEWAY APPROACH (7" [INCLUDES SAWCUT & BASE ROCK])	1151.7	S.Y.	140.00	161,238.00	1151.7	S.Y.	195.00	224,781.10	1151.7	S.Y.	150.00	172,755.00	1151.7	S.Y.	104.20	120,007.40	1151.7	S.Y.	123.00	141,659.10	1151.7	S.Y.	158.40	184,249.28
16	608-50.99	L	REMOVE AND REPLACE PAVED DRIVEWAY APPROACH (9" [INCLUDES SAWCUT & BASE ROCK])	132.3	S.Y.	160.00	21,168.00	132.3	S.Y.	93.35	12,345.75	132.3	S.Y.	175.00	23,152.50	132.3	S.Y.	111.60	14,764.68	132.3	S.Y.	125.00	16,337.50	132.3	S.Y.	231.36	30,608.88
17	608-50.99	L	REMOVE AND REPLACE INTEGRAL CURB (6" HEIGHT AND UNDER)	2329	L.F.	20.00	46,580.00	2329	L.F.	40.50	94,324.50	2329	L.F.	15.00	34,935.00	2329	L.F.	18.30	42,420.90	2329	L.F.	12.00	27,148.00	2329	L.F.	51.17	111,174.93
18	612-30.10	L	STANDARD TRAFFIC CONTROL DEVICES	4	L.S.	50,000.00	200,000.00	4	L.S.	16,290.00	65,160.00	4	L.S.	10,000.00	40,000.00	4	L.S.	18,860.00	75,440.00	4	L.S.	41.55	167,695.95	4	L.S.	20,482.00	81,928.00
19	612-40.92	L	ARROW PANEL TYPE "B" (NON-SELESS), RENTAL	4	EACH	1,100.00	4,400.00	4	EACH	2,940.00	11,760.00	4	EACH	2,000.00	8,000.00	4	EACH	11,900.00	47,600.00	4	EACH	3,080.00	12,320.00	4	EACH	3,080.00	12,320.00
20	612-40.92	L	CHANGEABLE MESSAGE BOARD (NON-SELESS), RENTAL	2	EACH	3,800.00	7,600.00	2	EACH	3,975.00	7,950.00	2	EACH	2,000.00	4,000.00	2	EACH	3,277.50	6,555.00	2	EACH	2,850.00	5,700.00	2	EACH	3,850.00	7,700.00
21	612-40.92	L	JOINT REPAIR (LONGITUDINAL OR TRANSVERSE) [INCLUDES SAWCUT & BASE ROCK]	248.2	S.Y.	150.00	37,230.00	248.2	S.Y.	320.00	79,424.00	248.2	S.Y.	200.00	49,640.00	248.2	S.Y.	174.00	43,188.00	248.2	S.Y.	206.00	51,628.00	248.2	S.Y.	245.94	60,845.18
22	612-40.92	L	APPROACH TO SIGNS	24	L.F.	170.00	4,080.00	24	L.F.	233.00	5,592.00	24	L.F.	75.30	1,807.20	24	L.F.	76.56	1,637.52	24	L.F.	91.00	1,584.00	24	L.F.	210.75	5,058.00
23	612-40.92	L	CONTRACTOR FURNISHED SURVEYING AND STAKING	22081.2	S.Y.	10.00	2,208.12	22081.2	S.Y.	9.60	2,127.84	22081.2	S.Y.	9.10	2,028.00	22081.2	S.Y.	11.00	2,428.92	22081.2	S.Y.	11.27	2,485.92	22081.2	S.Y.	12.00	2,648.40
24	612-40.92	L	CONTRACTOR FURNISHED SURVEYING AND STAKING	22081.2	S.Y.	10.00	2,208.12	22081.2	S.Y.	9.60	2,127.84	22081.2	S.Y.	9.10	2,028.00	22081.2	S.Y.	11.00	2,428.92	22081.2	S.Y.	11.27	2,485.92	22081.2	S.Y.	12.00	2,648.40
25	602-4000.00	N	CONTRACTOR FURNISHED SURVEYING AND STAKING	25	L.S.	10,000.00	10,000.00	25	L.S.	10,000.00	10,000.00	25	L.S.	10,000.00	10,000.00	25	L.S.	10,000.00	10,000.00	25	L.S.	10,000.00	10,000.00	25	L.S.	10,000.00	10,000.00
26	802-20.00	L	STRIP SODDING	1019	S.Y.	20.00	20,380.00	1019	S.Y.	17.65	17,986.35	1019	S.Y.	16.75	17,062.25	1019	S.Y.	49.60	50,442.40	1019	S.Y.	19.97	20,349.43	1019	S.Y.	41.18	41,962.42
27	805-10.00	L	SEEDING	0.24	ACRE	20,000.00	4,800.00	0.24	ACRE	31,579.95	7,579.19	0.24	ACRE	30,000.00	7,200.00	0.24	ACRE	56,528.40	13,662.82	0.24	ACRE	11,000.00	2,640.00	0.24	ACRE	11,000.00	2,640.00
28	806-00.00	M	SWPPP DESIGN, IMPLEMENTATION, MAINTENANCE AND REMOVAL	1	L.S.	6,000.00	6,000.00	1	L.S.	5,985.00	5,985.00	1	L.S.	5,000.00	5,000.00	1	L.S.	3,450.00	3,450.00	1	L.S.	3,448.00	3,448.00	1	L.S.	4,640.70	4,640.70
			<b>ROADWAY SUBTOTAL</b>				\$ 1,776,684.00			\$ 2,148,896.11			\$ 1,407,684.27			\$ 1,554,305.02					\$ 1,435,975.11			\$ 1,619,485.50			\$ 2,092,114.63
			<b>SIGNAGE/STRIPING/SIGNALS</b>																								
29	<620002>	S	PERFORMED THERMOPLASTIC PAVEMENT MARKING, 6IN. WHITE	927	L.F.	12.00	11,124.00	927	L.F.	5.75	5,330.25	927	L.F.	15.00	13,905.00	927	L.F.	6.90	6,396.30	927	L.F.	6.00	5,562.00	927	L.F.	6.05	5,608.35
30	<620003>	S	PERFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	524	L.F.	20.00	10,480.00	524	L.F.	23.10	12,104.40	524	L.F.	24.00	12,576.00	524	L.F.	28.80	15,091.20	524	L.F.	25.00	13,100.00	524	L.F.	24.20	12,680.80
31	<620002>	S	PERFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	30	EACH	300.00	9,000.00	30	EACH	313.80	9,414.00	30	EACH	300.00	9,000.00	30	EACH	345.00	10,350.00	30	EACH	352.00	10,560.00	30	EACH	352.00	10,560.00
32	<620002>	S	PERFORMED THERMOPLASTIC PAVEMENT MARKING, STRAIGHT ARROW	2	EACH	500.00	1,000.00	2	EACH	526.35	1,052.70	2	EACH	640.00	1,280.00	2	EACH	575.00	1,150.00	2	EACH	671.00	1,342.00	2	EACH	671.00	1,342.00
33	<620002>	S	PERFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION STR/RT	3	EACH	400.00	1,200.00	3	EACH	640.00	1,920.00	3	EACH	500.00	1,500.00	3	EACH	640.00	1,920.00	3	EACH	500.00	1,500.00	3	EACH	671.00	1,342.00
34	<620003>	S	PERFORMED THERMOPLASTIC PAVEMENT MARKING, WORD (ONLY)	6580	L.F.	0.50	3,290.00	6580	L.F.	0.68	4,473.60	6580	L.F.	8.00	52,640.00	6580	L.F.	1.20	7,896.00	6580	L.F.	0.72	4,737.60	6580	L.F.	0.72	4,737.60
35	<6205002A>	S	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING, WORD (ONLY)	9899	L.F.	0.50	4,949.50	9899	L.F.	0.68	6,731.32	9899	L.F.	8.00	79,192.00	9899	L.F.	1.20	11,878.80	9899	L.F.	0.72	7,127.28	9899	L.F.	0.72	7,127.28
36	<6205003A>	S	6 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING, WORD (ONLY)	16	EACH	850.00	13,600.00	16	EACH	842.15	13,474.40	16	EACH	840.00	13,440.00	16	EACH	980.20	15,683.20	16	EACH	880.00	14,080.00	16	EACH	880.00	14,080.00
37	<62020811>	P	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	4	EACH	1,200.00	4,800.00	4	EACH	1,155.00	4,620.00	4	EACH	1,184.00	4,736.00	4	EACH	990.20	3,960.80	4							

**CONTRACT AGREEMENT**

This agreement, made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and between Sweetens Concrete Services, Party of the First Part, hereinafter called the "Contractor", and CITY OF ST CHARLES, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

**ARTICLE 1. Scope of Work:**

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled 22STR38 – MUEGGE ROAD REHABILITATION, BID NUMBER 4780, prepared by the City of St. Charles Public Works Department, 200 North Second Street, St. Charles, Missouri.

The Work to be done under this Contract consists of constructing and completing all work described in the proposal, attached.

**ARTICLE 2. Time of Completion:**

The work to be performed under this Contract shall be commenced immediately after being given written notice to proceed from the City and shall be completed in 245 Calendar Days, as stated in NOTICE TO CONTRACTORS, Period of Performance Section 3.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner of One Thousand Two Hundred Twenty Five Dollars and Zero Cents (\$1,225.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Engineer and City for the extra time required for the completion of the work and for the delays or damages to the public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to them in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

**ARTICLE 3. The Contract Sum:**

The Owner shall pay the Contractor for the performance of the Contract a sum, not-to-exceed \$1,653,571.57 (One Million, Six-Hundred, Fifty-Three Thousand, Five Hundred, Seventy-One Dollars and 57/100) for the performance of the Contract, subject to additions and deductions provided herein, in current funds based on the actual quantities of work completed under each line item at the unit prices named in the proposal attached hereto and made a part of these documents and this contract.

ARTICLE 4. Progress Payments:

The Owner shall make payments on account of the Contract as provided therein as follows:

At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. Such applications shall be submitted on standard AIA Document G702.

In accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the reasons outlined in RSMO 34.057, or as determined by the engineer.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of their and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

As a consideration for such payment, the City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

ARTICLE 5. Acceptance and Final Payment:

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, they will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 6. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 7. Prevailing Wage:

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

ARTICLE 8. Choice of Law and Venue Provision:

Choice of Law: 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 purposes and intents. Venue shall be vested in courts of appropriate jurisdiction in St. Charles County, Missouri.

ARTICLE 9. Performance and Payment Bonds:

Contractor shall execute a performance and payment bond equal to the amount of the contract as required by Section 145.020 of the Code of Ordinances of the City of St. Charles.”

§ 145.020 BONDS FOR CONTRACTORS DOING PUBLIC WORK.

On all contracts for public work of any kind to be performed for the city, every contractor entering into contract with the city for any such public work shall execute therewith and file in the office of the City Clerk a bond, with good and sufficient sureties to be approved by the Mayor, in an amount, unless otherwise fixed by the City Council, equal to the contract price for such work, and conditioned among other things for the faithful performance of their contract, the payment of any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, on the work, and for all labor performed in such work whether by subcontractor or otherwise.

ARTICLE 10. Compliance with City Code:

Contractor shall be in compliance with all City Code of Ordinances, including Section 145.040 regarding the registration of sex offenders with the Police Department.

ARTICLE 11. Compliance with City Project Management Methods:

The Contractor shall comply with the City of St. Charles Project Management Manual (PMM) in the management, execution, and final delivery of the project.

ARTICLE 12. Compliance with Federal Work Authorization Requirements:

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. Contractor 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 in a qualified work authorization program and that Contractor 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.

ARTICLE 13. Construction Safety Training Programs

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 14. Transient Employer Obligations

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

ARTICLE 15. Proof of Lawful Presence

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Contractor 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 Contractor with this contract.

ARTICLE 16. Nondiscrimination

Contractor agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this Contract, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

CITY OF SAINT CHARLES, MISSOURI

By: Dan Borgmeyer, Mayor      Date

Attest:

\_\_\_\_\_  
City Clerk

**(CONTRACTOR)**

Sweetens Concrete Services

\_\_\_\_\_  


By: Aaron Sweeten

\_\_\_\_\_  
03/31/2025


Date

Attest:

\_\_\_\_\_  
  
Secretary Crisim Berendzen, Project Manager

**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.

DocuSigned by:  
  
C5FB3E8A40BE40B...  
Director of Finance, St. Charles      4/30/2025  
Jennifer O'Connor      Date

## Certificate Of Completion

Envelope Id: ED01A01D-79A4-4A0B-8B36-2B6CE855ACE3

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing\_22STR38 Muegge Road Rab

Source Envelope:

Document Pages: 10

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

grace.capritta@stcharlescitymo.gov

IP Address: 10.101.81.9

## Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

4/25/2025 11:05:07 AM

grace.capritta@stcharlescitymo.gov

## Signer Events

### Signature

### Timestamp

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DocuSigned by:

Dan Mann  
147DA4446E33432...

Sent: 4/25/2025 11:23:14 AM

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Signature Adoption: Pre-selected Style

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### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS  
Willie Hantack

Sent: 4/28/2025 9:37:10 AM

Viewed: 4/29/2025 6:49:27 AM

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Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

Paul Feldmann  
CA2B397B773142A...

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Signed: 4/29/2025 12:30:04 PM

Signature Adoption: Pre-selected Style

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### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS  
Mary Ann Ohms

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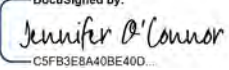
**Signer Events****Signature****Timestamp**

Holly Magdziarz  
 holly.magdziarz@stcharlescitymo.gov  
 Assistant City Attorney  
 City of Saint Charles, MO  
 Signing Group: LEGAL REVIEW  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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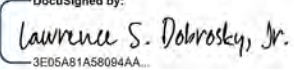
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Jennifer O'Connor  
 jennifer.oconnor@stcharlescitymo.gov  
 Director of Finance  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Lawrence S. Dobrosky, Jr.  
 lawrence.dobrosky@stcharlescitymo.gov  
 Director of Administration  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Emily B. Galantowicz  
 emily.galantowicz@stcharlescitymo.gov  
 Assistant City Clerk  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sent: 4/30/2025 9:35:47 PM  
 Viewed: 5/1/2025 8:22:56 AM

Daniel J. Borgmeyer  
 dan.borgmeyer@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kim Hudson  
 kimberly.hudson@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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**COPIED**

Sent: 4/30/2025 5:41:25 PM  
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Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 5/6/2025

Regular (X) Special () Work Session ()

ATTACHMENT: YES(X) NO ()

Petition

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**Consent Agenda**

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**Request for Council Action**

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**Description:** Verification of City Clerk Relative to Receipt of the Petition to the City of St. Charles, Missouri to Establish the Southpointe Community Improvement District

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**Summary:**

Attached is the City Clerk Verification of Petition to Establish the Southpointe Community Improvement District.

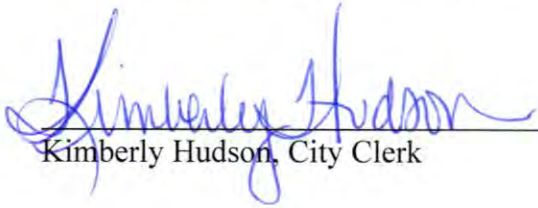
By: Kimberly Hudson, City Clerk

Date:4/18/2025

## VERIFICATION OF PETITION

I, Kimberly Hudson, City Clerk for the City of Saint Charles, Missouri, do hereby state that I have reviewed the attached Petition to Establish the Southpointe Community Improvement District (the "Petition"), and have verified and determined that the Petition substantially complies with the requirements of Section 67.1421 of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

Dated this 18<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
Kimberly Hudson, City Clerk



**PETITION TO ESTABLISH A  
COMMUNITY IMPROVEMENT  
DISTRICT**

**Petition to Establish the Southpointe  
Community Improvement District  
Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri, as Amended**

**City of St. Charles, St. Charles County, Missouri**

**April 17, 2025**

## **EXHIBITS**

EXHIBIT A– DISTRICT BOUNDARY MAP

EXHIBIT B – DISTRICT LEGAL DESCRIPTION

EXHIBIT C– FIVE-YEAR PLAN

**PETITION TO ESTABLISH THE SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

To: City Council of the City of St. Charles, St. Charles County, Missouri:

**PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “**Petitioner**”), is the owner of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district; and (b) per capita of all owners of real property within the hereinafter described community improvement district.

By way of this petition (this “**Petition**”), Petitioner hereby petitions and requests that the City of St. Charles, Missouri (the “**City**”) establish a community improvement district as described herein, to be known as the Southpointe Community Improvement District (the “**District**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”).

1. The proposed District is contiguous and located entirely within the City.
2. A map illustrating the boundaries of the proposed District is set forth in **Exhibit A** attached hereto and incorporated herein by reference.
3. A legal description of the proposed District is set forth in **Exhibit B**, attached hereto and incorporated herein by reference.
4. The name of the proposed District is the “Southpointe Community Improvement District”.
5. The proposed District consists of approximately 17.73 acres and all real property within the proposed District has a total current assessed value of \$97,563.00 per the St. Charles County, Missouri’s published records.
6. Petitioner represents 100% per capita of all owners of the real property within the boundaries of the proposed District; and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the Petitioner’s signature block to this Petition and as set forth below.

Owner	Situs Address	Locator No.	Acres	Assessed Value
<b>PORTERHOUSE DEVELOPMENT LLC</b> , a Missouri limited liability company	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0022.100000	0.84	\$6,792.00

<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	350 Hemsath Road St. Charles, MO 63303	3-0117-1198-00-0022.0000000	3.8445	\$70,781.00
<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0022.2100000	2.2719	\$18,993.00
<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0021-1000000	6.73	\$997.00
		Total:	13.69	\$97,563.00
Right Of Way			4.04	
		Total:	17.73	

7. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five (5) directors (the "Directors" and each a "Director") appointed by the Mayor of the City, with the consent of the governing body of the City (the "City Council"). Each Director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(3) of the CID Act and shall be an owner of real property in the proposed District or its authorized representative.

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board; and
- (c) be at least 18 years of age.

Each Director, during his or her term, shall also be either an owner of District Property or its legally authorized representative ("Owner"), except for two directors (the "Independent Directors") who, in accordance with Section 67.1451.2(3) of the CID Act, shall instead meet the following requirements:

- (d) reside within the City;

- (e) be qualified and registered to vote as set forth in Section 67.1451.2(3)(b) of the CID Act;
- (f) have no financial interest in any real property or business operating within the District; and
- (g) not be a relative, within the second degree of consanguinity or affinity, to an owner of real property or a business operating within the District.

The failure of the board to meet the preceding requirements shall not affect the board's authority to hold meetings, exercise any of the District's powers or take any action otherwise lawful.

8. Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the City Council. Successor Directors, other than the Independent Directors, shall be selected from a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors, other than the Independent Directors, according to the slate submitted and the City Council shall consent to the appointments; or
- (b) the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the Successor Directors, other than Independent Directors, according to the alternate slate submitted and the City Council shall consent to the appointment: or
- (b) the Mayor or the City Council may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

The Board shall select the slate, other than Independent Directors, as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the

number needed to fill vacancies and the seats of expiring terms; and

- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

Successors to the Independent Directors shall be selected and appointed by the Mayor with the consent of the City Council.

9. Petitioner is not seeking a determination that the proposed District is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act.
10. The proposed District shall have all powers provided in the CID Act except as otherwise provided for in this Petition. The District shall have all powers and authority provided in the CID Act to borrow funds in order to complete its approved projects and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority to levy the CID Sales Tax (as defined below) in order to generate revenue for the District and its approved projects.
11. The proposed District shall be authorized, upon approval by the qualified voters of the proposed District, to impose a sales and use tax (the “**CID Sales Tax**”) at a rate of up to one percent (1%) on all eligible retail sales made in the proposed District in accordance with section 67.1545 of the CID Act, for a period not to exceed the life of the District.
12. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy real property taxes, special assessments, or business license taxes and therefore the maximum rates of real property taxes, special assessments, and business license taxes proposed in this Petition are zero.
13. A five (5) year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make, and an estimate of cost of these services and improvements to be incurred (collectively, the “**CID Project**”) is set forth on **Exhibit C**, attached hereto and incorporated herein by reference. It is anticipated that the proposed District will use the revenue generated from the imposition of the CID Sales Tax to finance and reimburse those eligible CID Project costs incurred on its behalf.
14. As of the date of this Petition, the estimated cost of the CID Project is \$2,981,934.00 as further described in **Exhibit C** attached hereto and incorporated herein by reference. These costs exclude any debt issuance costs, financing cost, carrying cost, or the District’s administrative fees and expenses including but not limited to fees and costs relating to the proposed district formation, planning consultants, advisors, auditors, legal counsel or compliance administration.

15. The proposed District's board of directors shall commence the procedures provided in the CID Act for the termination of the proposed District upon the earlier to occur of (i) all of the proposed District's obligations used to finance and reimburse all the eligible CID Project costs have been fully redeemed in accordance with the terms of the CID Act, or (b) twenty-seven (27) years from the effective date of the City's ordinance approving the establishment of the proposed District. For purposes of the CID Act, this paragraph constitutes the proposed length of time for the existence of the proposed District. Notwithstanding anything contained herein to the contrary, the District shall terminate if the CID Sales Tax has not been imposed within five years following the adoption of the City ordinance establishing the District.
16. In addition to generating revenue through the CID Sales Tax, the District is authorized to enter into contracts with public and private entities to accept grants and donations of funds, property, labor, services or other things of value from such public and private sources pursuant to the CID Act.
17. Petitioners do not seek to limit the revenue generation or borrowing capacity of the District, except as otherwise provided in this Petition. It is anticipated that the District will use the moneys received from the imposition of the CID Sales Tax to finance and reimburse those eligible District project costs incurred on its behalf, and the District may issue notes or other obligations to fund the completion of the improvements and the provision of the services as are necessary and desirable to the District for the completion of the CID Project.
18. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, the remaining sections, clauses and provisions of this Petition shall remain valid, operative and enforceable to the fullest extent allowed by law.
19. Each of the exhibits to this Petition are incorporated herein and made a part of this Petition by reference.
20. **Notice to Petitioner(s):**  
  
**The signatures of the signers of this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.**
21. By execution and submission of this Petition, Petitioner respectfully requests that the City Council hold a public hearing in accordance with Section 67.1431 of the CID Act to consider this Petition and adopt an ordinance to establish the District as set forth in this Petition in accordance with the CID Act.

Dated this 17th day of April, 2025.

SIGNATURES TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**PETITIONER:**

NAME OF OWNER: Porterhouse Development LLC, a Missouri limited liability company

OWNER TELEPHONE NUMBER: (314) 974-1989

OWNER MAILING ADDRESS: 1610 Des Peres Road, Suite 385  
St. Louis, MO 63131

NAME OF SIGNER AND BASIS OF LEGAL AUTHORITY TO SIGN: Casey Urkevich  
Manager

SIGNER'S TELEPHONE NUMBER: (314) 974-1989

SIGNER'S MAILING ADDRESS: 1610 Des Peres Road, Suite 385  
St. Louis, MO 63131

IF OWNER IS NOT AN INDIVIDUAL, STATE WHAT TYPE OF ENTITY: Missouri Limited Liability Company

MAP OF OWNER'S PARCEL(S): See Exhibit A

PARCEL IDENTIFICATION NUMBERS: 3-0117-1198-00-0022.1000000 (0.84 acres)  
3-0117-1198-00-0022.0000000 (3.8445 acres)  
3-0117-1198-00-0022.2100000 (2.2719 acres)  
3-0117-1198-00-0021.1000000 (6.73 acres)

ASSESSSED VALUE: TOTAL: 13.6864 acres  
3-0117-1198-00-0022.1000000 (0.84 acres) (\$6,792.00)  
3-0117-1198-00-0022.0000000 (3.8445 acres) (\$70,781.00)  
3-0117-1198-00-0022.2100000 (2.2719 acres) (\$18,993.00)  
3-0117-1198-00-0021.1000000 (6.73 acres) (\$997.00)

TOTAL: \$97,563.00

**[SIGNATURE PAGE OF PETITIONER TO FOLLOW]**

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

Casey Urkevich

Signature of person signing for owner.

Date: 4/17/25

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STATE OF MISSOURI            )  
  )    SS.  
COUNTY OF ST. LOUIS        )

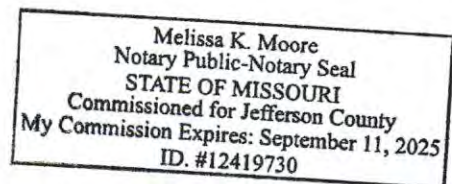
On this 17 day of April, 2025, before me appeared Casey Urkevich, to me personally known, to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 17 day of April 2025.

Melissa K. Moore  
Notary Public

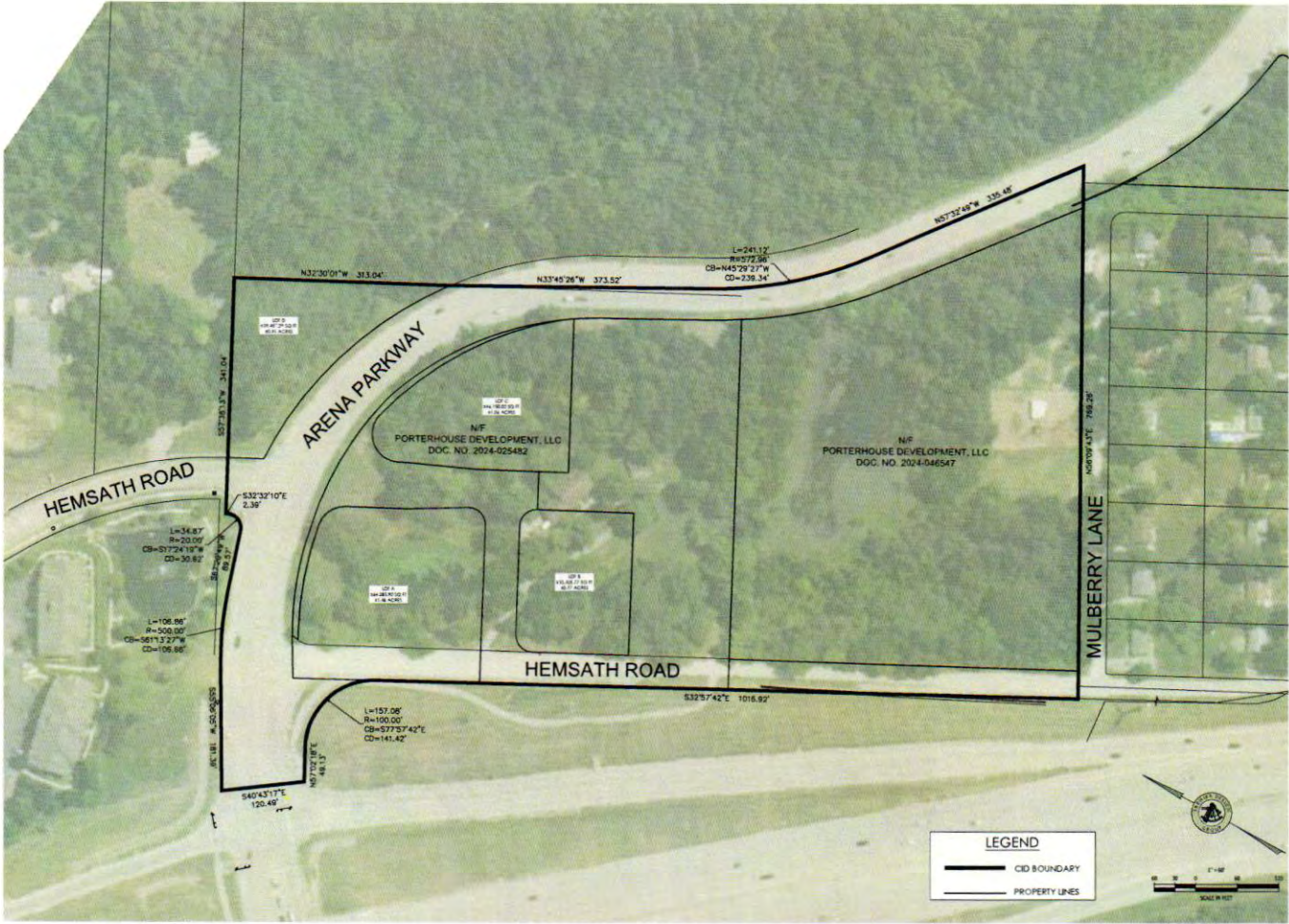
Printed Name: Melissa K. Moore

My Commission Expires: 9/11/25



**EXHIBIT A – MAP OF SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

SEE FOLLOWING PAGE



**LEGEND**

	CID BOUNDARY
	PROPERTY LINES



PREPARED FOR: ARGO CONSTRUCTION SOUTHPOINTE

ARGO CONSTRUCTION  
SOUTHPOINTE  
10000 SOUTHPOINTE BLVD  
SOUTHPOINTE, NC 27089

DATE	4/15/2025
BY	
CHECKED	
APPROVED	

FUNDING EXHIBIT

E-01

C/E

**EXHIBIT B – LEGAL DESCRIPTION OF SOUTHPOINTE COMMUNITY  
IMPROVEMENT DISTRICT**

SEE FOLLOWING PAGE

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482 OF THE ST. CHARLES COUNTY RECORDS; THENCE LEAVING SAID POINT AND CONTINUING ALONG THE NORTH LINE OF SAID PORTERHOUSE DEVELOPMENT, LLC S57°38'13"W A DISTANCE OF 341.04' TO A POINT; THENCE S32°32'10"E A DISTANCE OF 2.39' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00', AN ARC LENGTH OF 34.87', A CHORD WHICH BEARS S 17°24'19" W, A CHORD DISTANCE OF 30.62'; S 67°20'49" W A DISTANCE OF 89.57' TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00', AN ARC LENGTH OF 106.86', A CHORD WHICH BEARS S61°13'27"W, A CHORD DISTANCE OF 106.66'; THENCE S55°06'05"W A DISTANCE OF 181.39' TO A POINT; THENCE S40°43'17"E A DISTANCE OF 120.49' TO A POINT; THENCE N57°02'18"E A DISTANCE OF 49.13' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 157.08', A CHORD WHICH BEARS S77°57'42"E, A CHORD DISTANCE OF 141.42'; SAID POINT BEING IN THE EASTERN RIGHT OF WAY OF MISSOURI ROUTE 364 (WIDTH VARIES); THENCE ALONG SAID RIGHT OF WAY S32°57'42"E A DISTANCE OF 1016.92' TO A POINT; THENCE LEAVING SAID RIGHT OF WAY N56°09'43"E A DISTANCE OF 769.26' TO A POINT IN THE CENTER OF ARENA PARKWAY (WIDTH VARIES); THENCE ALONG THE CENTER OF ARENA PARKWAY N57°32'49"W A DISTANCE OF 335.48' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 572.96', AN ARC LENGTH OF 241.12', A CHORD WHICH BEARS N45°29'27"W, A CHORD DISTANCE OF 239.34'; THENCE LEAVING SAID CENTERLINE OF SAID ARENA PARKWAY N33°45'26"W A DISTANCE OF 373.52' TO A POINT; THENCE ALONG THE NORTHEASTERNMOST LINE OF THE AFOREMENTIONED PORTERHOUSE DEVELOPMENT, LLC N 32°30'01" W A DISTANCE OF 313.04' TO THE POINT OF BEGINNING AND CONTAINING 772,451 SQUARE FEET AND/OR 17.73 ACRES MORE OR LESS.

**EXHIBIT C**  
**FIVE YEAR PLAN**  
**SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

**Introduction**

**PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “Petitioner”) proposes to create the Southpointe Community Improvement District (the “District”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

Section 67.1421 of the CID Act requires that the petition for creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make from the list of allowable improvements under Section 67.1461 of the CID Act, an estimate of the costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated term of the sources of funds to pay the costs.

This Five-Year Plan (the “Plan”) is presented in order to comply with the statutory requirements referenced above.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the purposes of the proposed District; (C) a description of the anticipated proposed District revenues over a five-year period; (D) a summary of the allowable improvements and services to be provided by the proposed District over a five-year period; (E) an estimate of costs of the services and improvements to be incurred over a five-year period; and (F) an anticipated schedule for the proposed District’s improvements, activities and services over a five-year period. This Plan is an integral part of the Petition to Establish a Community Improvement District (the “Petition”) to which it is attached and incorporated therein by reference.

**(A) Description of the location and formation of the proposed District.**

The proposed District consists of four (4) tax parcels totaling 17.73 acres generally bounded by and adjacent to Hemsath Road and S. River Road located in the City of St. Charles, St. Charles County, Missouri (the “City”).

The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The proposed District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public and private improvements within its boundaries, which

services and improvements will be paid for from revenues generated from taxes imposed within its boundaries.

**(B) Description of the purposes of the proposed District:**

The purposes of the proposed District are to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the proposed District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The proposed District will impose the CID Sales Tax to finance and administer these improvements and services as provided under the CID Act.

In general, the proposed District may undertake any of the public improvements set forth in the CID Act. Pursuant to Section 67.1461 of the CID Act the proposed District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The proposed District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The proposed District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the proposed District under Section 67.1461 of the CID Act, the proposed District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

The District will provide funding to undertake various public and private improvements (as further described below) within the proposed District's boundaries (as may be expanded pursuant to Section 67.1441 of the CID Act).

**(C) Description of the anticipated proposed District revenues over a five-year period:**

The proposed District is being formed to raise revenues by imposing an additional sales and use tax (the "CID Sales Tax") at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the CID Sales Tax is subject to approval by the qualified voters within the proposed District.

To the extent that there are no registered voters within the proposed District, the CID Act

provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of St. Charles County, Missouri ("**County**") as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District's board of directors will submit the question of whether it shall be authorized to impose the CID Sales Tax to the qualified voters for approval.

Notwithstanding anything in the CID Act or the Petition to the contrary, the District shall have no power to levy real property taxes, special assessments, or business license taxes.

**(D) Summary of the allowable improvements and services to be provided by the proposed District over a five-year period;**

Specifically, the proposed District is to cause the design and implementation of the work and services necessary to re-align or re-locate a portion of Hemsath Road consistent with design standards as dictated by the City as well as other site improvements within designated right-of-way such as sidewalk(s), lighting features, or directional signage (collectively, the "**District Project**") located within and benefiting property and improvements within the District's boundaries. Such improvements and services may be undertaken in multiple phases or may occur in one phase. The contemplated improvements and services could consist of the construction, reconstruction, installation, repair and maintenance of any of the improvements and the provision of any of the services permitted by the Act including, but not necessarily limited to:

- a) Site work and grading;
- b) Design, construction and installation of new public works or infrastructure; or upgrades and repair of existing public works or infrastructure, including any utility infrastructure (electric, natural gas or telecommunications) and public right-of-way;
- c) Drainage, water, storm and sewer systems;
- d) Structured parking, parking lots, garages or other traffic and parking improvements;
- e) Sidewalks, streets and alleys;
- f) Landscaping, hardscaping, pedestrian plazas and lighting;
- g) Facility signage (roadway and monument);
- h) Stormwater management and BMP controls;
- i) Acquisition of interests in real property to the extent necessary to carry out such improvements;
- j) Employing and/or contracting for personnel and services necessary to carry out the purposes of the District, including, but not limited to security personnel and security services, maintenance services, advertising, or assistance to attract further investment within the District; and

- k) all other useful, necessary or desired site improvements or services relating to or necessary for the work listed above.

**(E) Estimate of costs of the services and improvements to be incurred over a five-year period;**

The total estimated cost of the District Project over the initial five-year period is approximately \$2,981,934.00.

Scope	Description	Estimate
Specific Roadway Items	Mobilization (Roadway Areas)	\$200,000
Specific Roadway Items	Demolition (Roadway Areas)	\$3,600
Specific Roadway Items	Tree Clearing (Roadway Areas)	\$5,520
Specific Roadway Items	Sinkhole Mitigation (Roadway Areas)	\$25,200
Specific Roadway Items	Import Material (Roadway Areas)	\$145,199
Specific Roadway Items	Street Paving	\$405,182
Specific Roadway Items	Turn Lane	\$187,500
Specific Roadway Items	Storm Water (Roadway Areas)	\$27,000
Specific Roadway Items	Traffic Signal	\$400,000
Specific Roadway Items	Retaining Wall (Roadway Areas)	\$500,000
Specific Roadway Items	Integral 6" Monolithic Vertical Curb	\$100,000
Specific Roadway Items	Traffic Control	\$20,000
Specific Roadway Items	Street Lights	\$70,000
Specific Roadway Items	Signage & Pavement Markings	\$15,000
Miscellaneous Other Items - Hemsath Road Realignment	Erosion Control / Silt Fencing	\$12,400
Miscellaneous Other Items - Hemsath Road Realignment	Right of Way Cost	\$184,673
Miscellaneous Other Items - Hemsath Road	Contingency of Roadway Construction	\$420,840
Common (IF within ROW)	Sidewalk	\$141,930

Soft Cost and Fees (FOR ROW)	Civil Engineering / Legal / Other	\$117,890
	TOTAL	\$2,981,934

The proposed District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the District Project. CID Sales Tax revenues may be used to fund in part either direct costs of the District Project or financing costs of the District Project, or both.

The CID Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's board of directors in connection with the adoption of the annual budget of the proposed District, and (b) second, to fund the costs of the District Project or any obligations issued by or on behalf of the proposed District to finance the costs of the District Project. This formula will be applied throughout the term of the proposed District.

Sources of funds to complete the District Project include CID Sales Tax revenues, potential funding from the St. Charles County Road Board District, potential sales tax revenue from a Transportation Development District to be formed consistent with Sections 238.200 through 238.275 of the Missouri Revised Statutes, and funds contributed by the fee owners of real property within the District.

**(F) Anticipated schedule for the proposed District's improvements, activities and services over a five-year period**

A summary of the improvements, activities and services anticipated to be provided for by the proposed District over the initial five-year period is as follows:

**Improvements, Activities and Services**

- 2025**
- Establish District
  - District's board of directors authorizes imposition of CID Sales Tax
  - District holds mail-in election to impose CID Sales Tax
  - District Project commencement
  - Provide financing for a portion of the costs of the District Project
  - Provide for collection of CID Sales Tax

- District provides for its on-going administration
- Expand boundaries of the District boundaries, if and as necessary
- 2026** • Finalize expansion of the District boundaries, if and as appropriate
- Expand scope of District Project, if and as appropriate
- District Project continues
- Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on-going administration
- 2027** • Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on going administration
- 2028** • Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on-going administration
- 2029** • Provide financing for a portion of the costs of the District Project
  - Provide for collection of CID Sales Tax
  - District provides for its on-going administration

[END OF PLAN]

Resolution No. \_\_\_\_\_

Sponsors: Mark Hollander, Justin Foust, Michael Galba, Mary West, Denise Mitchell

A RESOLUTION OF SUPPORT FOR SUBMISSION OF AN APPLICATION FOR THE CITY OF ST. CHARLES TO BECOME A MISSOURI BLUE SHIELD COMMUNITY.

Whereas, the Honorable Governor Mike Kehoe, on January 13, 2025, issued Executive Order 25-03 and thereby established the “Blue Shield Program,” a statewide initiative to recognize local governments that are committed to public safety within their community which shall be administered by the Missouri Department of Public Safety; and

Whereas, the “Blue Shield” designation recognizes and supports a local government’s efforts to enhance public safety, foster law enforcement support, encourage community partnerships relative to public safety and a commitment to reduce violent crime within its jurisdiction, and, further, allows for a community with the designation to be eligible to apply for future grant funding for law enforcement training and equipment; and

Whereas, the City of St. Charles meets the eligibility criteria for the Blue Shield Program, and desires to submit an application to become a Blue Shield designated community; and

Whereas, a resolution of support for the submission of an application to the Blue Shield Program will assist in the City’s desire to obtain a Blue Shield community designation and, thereby, to participate in the program and be eligible for future grant funding; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ST. CHARLES, MISSOURI AS FOLLOWS:

SECTION 1. The City Council of the City of St. Charles, Missouri hereby supports the submission of an application to the Missouri Department of Public Safety for designation of the City as a Blue Shield community.

SECTION 2. The Mayor is granted continuing authority to execute all documents necessary to carry out the intent of this Resolution.

SECTION 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Michael Galba, Presiding Officer

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz      4/8/2025  
\_\_\_\_\_  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



## Program Requirements

The below requirements must be met to be acknowledged as a Missouri Blue Shield Community. Required documentation for the application is noted below the requirement.

1. The local government's governing body shall adopt a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction.
  - Upload the local government's resolution document.
2. The local government has made extraordinary investments in public safety in the last 5 years or has included extraordinary funding for public safety in the current budget.
  - Upload a signed letter from the treasurer indicating increases in law enforcement personnel or budget.
3. The community has participated in policing initiatives.
  - Select from a list of community policing initiatives. See Exhibit 1.
4. The local government's law enforcement agency has a police officer recruitment and retention program.
  - Upload the policy.
5. The local government has partnered with local stakeholders in a joint effort to invest in and/or improve public safety in a significant way.
  - Describe the partnership or upload supporting documentation.
6. The local government has demonstrated effectiveness in reducing crime or created innovative programs that attempt to reduce crime.
  - Describe the program or upload supporting documentation.
7. The local government's law enforcement agency participates in regional anti-crime task forces, or has a demonstrated commitment to be a willing partner with them in the future.
  - Describe the law enforcement agency's participation or upload a letter in intent to participate in regional anti-crime task forces.
8. The local government's law enforcement agency is committed to proactive policing practices
  - Select from a list of proactive policing practices. See Exhibit 2.
9. The local government's law enforcement agency must be in compliance with at least the following statutes: sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.
  - Attest to compliance with the above statutes.
10. The local government should also include a summary of their law enforcement agency's recent accomplishments and goals for the coming year and next five years.
  - Describe the law enforcement agency's recent accomplishments.
  - Describe the local government's goals in supporting and investing in its local law enforcement agency.



Exhibit 1

Community Policing Initiatives

- |   |   |
|---|---|
| <input type="checkbox"/> Neighborhood Watch Programs        | <input type="checkbox"/> Crisis Intervention Teams (CIT)      |
| <input type="checkbox"/> Police Athletic Leagues (PAL)      | <input type="checkbox"/> Community Cleanups                   |
| <input type="checkbox"/> Community-Oriented Police Stations | <input type="checkbox"/> Business Watch Programs              |
| <input type="checkbox"/> Foot and Bike Patrols              | <input type="checkbox"/> Faith-Based Outreach                 |
| <input type="checkbox"/> Citizen Police Academies           | <input type="checkbox"/> Senior Safety Programs               |
| <input type="checkbox"/> School Resource Officers (SROs)    | <input type="checkbox"/> Reentry Support Programs             |
| <input type="checkbox"/> Community Advisory Boards          | <input type="checkbox"/> Child Development Project (CDP)      |
| <input type="checkbox"/> Coffee with a Cop                  | <input type="checkbox"/> Rape Aggression Defense System (RAD) |
| <input type="checkbox"/> Violence Interruption Programs     | <input type="checkbox"/> Mothers Against Drunk Driving (MADD) |
| <input type="checkbox"/> Homeless Outreach Teams            | <input type="checkbox"/> Other (please list)                  |



Exhibit 2 – Page 1 of 2

Proactive Policing Practices

Community Engagement & Prevention Strategies

- |  |  |
|--|--|
| <input type="checkbox"/> Community-Oriented Policing (COP)                     | <input type="checkbox"/> Business Crime Prevention Partnerships  |
| <input type="checkbox"/> Neighborhood Watch Programs                           | <input type="checkbox"/> Police Athletic Leagues (PALs)          |
| <input type="checkbox"/> School Resource Officers (SROs)                       | <input type="checkbox"/> Community Liaison Officers              |
| <input type="checkbox"/> Crime Prevention Through Environmental Design (CPTED) | <input type="checkbox"/> Gang Prevention & Intervention Programs |
| <input type="checkbox"/> Public Awareness & Education Campaigns                | <input type="checkbox"/> Other (please list)                     |

Data-Driven Policing Strategies

- |  |  |
|--|--|
| <input type="checkbox"/> Predictive Policing               | <input type="checkbox"/> Social Media Monitoring                                   |
| <input type="checkbox"/> CompStat (Comparative Statistics) | <input type="checkbox"/> License Plate Readers (LPRs)                              |
| <input type="checkbox"/> Crime Mapping                     | <input type="checkbox"/> Real-Time Crime Centers (RTCCs)                           |
| <input type="checkbox"/> Hot Spots Policing                | <input type="checkbox"/> Gunshot Detection Systems                                 |
| <input type="checkbox"/> Intelligence-Led Policing (ILP)   | <input type="checkbox"/> National Integrated Ballistic Information Network (NIBIN) |
| <input type="checkbox"/> Fusion Centers                    | <input type="checkbox"/> Other (please list)                                       |



Exhibit 2 – Page 2 of 2

Proactive Policing Practices

Targeted Enforcement & Patrol Strategies

- |   |   |
|---|---|
| <input type="checkbox"/> Directed Patrols                         | <input type="checkbox"/> Repeat Offender Programs (ROPs)      |
| <input type="checkbox"/> Broken Windows Policing                  | <input type="checkbox"/> Parolee & Probation Checks           |
| <input type="checkbox"/> Traffic Enforcement for Crime Prevention | <input type="checkbox"/> Vice & Human Trafficking Task Forces |
| <input type="checkbox"/> Gun Violence Reduction Strategies        | <input type="checkbox"/> Other (please list)                  |

Technology & Surveillance-Based Strategies

- |   |  |
|---|--|
| <input type="checkbox"/> Body-Worn Cameras (BWCs)             | <input type="checkbox"/> Surveillance Camera Networks    |
| <input type="checkbox"/> Predictive Analytics for Dispatching | <input type="checkbox"/> Enhanced Suspect Identification |
| <input type="checkbox"/> Electronic Monitoring of Offender    | <input type="checkbox"/> Other (please list)             |
| <input type="checkbox"/> Crime Analysis Units                 |  |

Collaborative & Specialized Units

- |   |  |
|---|--|
| <input type="checkbox"/> Violent Crime Task Forces                | <input type="checkbox"/> Cybercrime Units                      |
| <input type="checkbox"/> Crisis Intervention Teams (CITs)         | <input type="checkbox"/> Terrorism Early Warning Groups        |
| <input type="checkbox"/> Domestic Violence Prevention Units       | <input type="checkbox"/> Inter-Agency Collaboration Programs   |
| <input type="checkbox"/> Nuisance Abatement Programs              | <input type="checkbox"/> Alternative Crisis Response Teams     |
| <input type="checkbox"/> Financial Crime & Fraud Prevention Units | <input type="checkbox"/> High Intensity Drug Trafficking Areas |
| <input type="checkbox"/> Human Trafficking Prevention Task Forces | <input type="checkbox"/> Other (please list)                   |

## EXECUTIVE ORDER 25-03

WHEREAS, law enforcement is essential for the safety and security of Missouri's citizens, communities, and visitors; and

WHEREAS, engagement between the community and law enforcement plays a critical role in reducing crime by fostering trust between residents and law enforcement; and

WHEREAS, local participation in widespread initiatives cultivates a sense of collective responsibility, trust, and ownership; and

WHEREAS, public safety is the responsibility of communities at large – not just sworn peace officers, and requires commitment from local leaders; and

WHEREAS, community buy-in and accountability plays a significant role in influencing criminal activity within a community; and

WHEREAS, a local government's commitment to enhance public safety, foster law enforcement support, and encourage community partnerships related to public safety are worth encouraging, supporting, and recognizing.

NOW, THEREFORE, I, MIKE KEHOE, GOVERNOR OF THE STATE OF MISSOURI, by virtue of the authority vested in me by the Constitution and the laws of the State of Missouri, hereby order the following:

1. Establishment of the Blue Shield Program: I hereby establish the "Blue Shield Program", a statewide initiative to recognize local governments that are committed to public safety within their community.
2. Directive to the Department of Public Safety: The Missouri Department of Public Safety shall administer the Blue Shield Program.
3. Program Description: A Blue Shield designation recognizes and supports a local government's efforts to enhance public safety, foster law enforcement support, and encourage community partnerships relative to public safety.

4. Eligibility: Local governments that meet the following criteria may be eligible for the Blue Shield Program, as reviewed and approved by the Department of Public Safety:
- The local government's governing body has passed a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction;
  - The local government has made extraordinary investments in public safety in the last five years, or has included extraordinary funding for public safety in the current budget;
  - The community has active community policing initiatives in place or has partnered with local stakeholders in a joint effort to invest in and/or improve public safety in a significant way;
  - The local government's law enforcement agency has a police officer recruitment and retention program;
  - The local government has demonstrated effectiveness in reducing crime or created innovative programs that attempt to reduce crime;
  - The local government's law enforcement agency participates in regional anti-crime task forces, or has a demonstrated commitment to be a willing partner with them in the future; and
  - The local government's law enforcement agency is in compliance with at least the following statutes: sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.

The Director of the Department of Safety may establish additional requirements for local government participation in the program.

Applications for the Blue Shield Program shall be submitted to the Department of Public Safety and include documentation of how the local government has met all of the aforementioned requirements. The local government should also include a summary of their law enforcement agency's recent accomplishments and goals for both the coming year and upcoming five years.

5. Reporting and Accountability: Any local government that receives a Blue Shield designation shall submit a brief report annually to the

Department of Public Safety that describes the local government's dedication to public safety and law enforcement over the past year and its goals for the coming year. If the Department of Public Safety determines a local government no longer meets the requirements of the program, the department may withdraw the designation from the local government. The use of the program insignia is limited to currently active local governments and the Department of Public Safety. If a local government is no longer eligible for the program, they shall cease using the program insignia.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, on this 13th day of January, 2025.

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Comm. of Whole

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 6

Sponsor(s): N/A

**Description:**

Receipt of the Annual Report Fiscal Year Ending December 31, 2024 as Submitted by the Board of Directors of the Zumbahl Road Community Improvement District

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**


In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Fiscal Year Ending December 31, 2024 for the Zumbahl Road Community Improvement District is submitted to the City Council for receipt.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA Prepared by KSH On Behalf of Council Member(s): N/A Dept. Dir. 

**Zumbahl Road Community Improvement District**  
**Report for the Fiscal Year Ending December 31, 2024**

This report is prepared in compliance with RSMo 67.1471.4, requiring that the District state the services provided, revenues collected, and expenditures made by the District during the most recently completed fiscal year, and that the District attach the written resolutions approved by the District's Board of Directors during that period. The following information is for the District's fiscal year that ended December 31, 2024.

**Services Provided:** The District did not provide any services.

**Beginning Cash on Hand:** \$19,392.58

**CID Revenues Collected:** \$152,690.31

**Expenditures:** \$168,800

**End Cash on Hand:** \$3,282.89

**Written Resolutions Passed by the Board:** The Board passed six (6) written resolutions, specifically:

Resolution No. 2024-1:	Approve minutes of the 11/16/2023 board meeting
Resolution No. 2024-2:	Appoint Officers of the District
Resolution No. 2024-3:	Adopt budget for FYE 12/31/2025 and Appropriate Funds
Resolution No. 2024-4:	Authorize FYE 12/31/2024 Annual Report
Resolution No. 2024-5:	Authorize FYE 12/31/2024 Financial Report
Resolution No. 2024-6:	Nominate Successor Directors

A copy of each of these resolutions is attached hereto.

**ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2024-1**

**APPROVING THE MINUTES OF THE NOVEMBER 16, 2023  
BOARD OF DIRECTORS MEETING**

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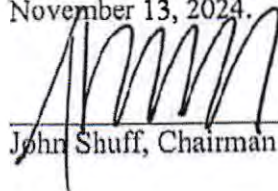
**WHEREAS**, the Bylaws of the Zumbahl Road Community Improvement District (the "District") require the District to keep minutes of Board of Directors meetings;

**WHEREAS**, the Board of Directors conducted a Special Board of Directors Meeting on November 16, 2023; and

**WHEREAS**, minutes of such meeting have been prepared and circulated to members of the Board.

**NOW, THEREFORE, BE IT RESOLVED**, that the minutes of the Board of Directors meeting held on November 16, 2023 are attached hereto as Exhibit A and shall be and are hereby approved in all respects.

**PASSED** by the Board of Directors of Zumbahl Road Community Improvement District on November 13, 2024.

  
\_\_\_\_\_  
John Shuff, Chairman

**EXHIBIT A**  
**NOVEMBER 16, 2023 MEETING MINUTES**

**THE ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT  
MINUTES OF THE ANNUAL CID BOARD MEETING OF  
THE BOARD OF DIRECTORS OF THE DISTRICT**

An annual meeting of the Board of Directors (the "Board") of the Zumbahl Road Community Improvement District (the "District") was held on November 16, 2023 commencing at 1:00 p.m., at Saint Charles City Hall, 200 N. Second Street, Saint Charles, Missouri 63301, pursuant to notice duly given.

The following members of the Board were present: John Shuff, Patrick Willett, Elizabeth Schenk and Justin Lurk (Board Member Mike Swearngin was absent). Also present was Zach Tusinger, Community Development Director along with Amy Grant, Paralegal with Polsinelli PC, legal counsel for the District.

After determining that a simple majority of Board members was present and a quorum was recognized, the meeting was commenced.

John Shuff made a motion to adopt Resolution 2023-1, approving the minutes of the November 21, 2022 Board meeting minutes. Elizabeth Schenk seconded the motion, a vote was held, and the Board unanimously adopted Resolution 2023-1.

John Shuff made a motion to adopt Resolution 2023-2, appointing officers of the district. Elizabeth Schenk seconded the motion, a vote was held, and the Board unanimously adopted Resolution 2023-2.

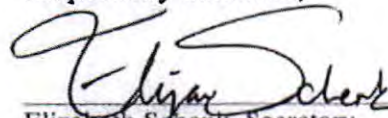
John Shuff made a motion to adopt Resolution 2023-3, adopting a budget for FYE 12/31/2024 and appropriating funds. Elizabeth Schenk seconded the motion, a vote was held, and the Board unanimously adopted Resolution 2023-3.

John Shuff made a motion to adopt Resolution 2023-4, authorize preparation and submittal of FYE 12/31/2023 annual report to City Clerk, Department of Economic Development, Department of Revenue and State Auditor's office. Elizabeth Schenk seconded the motion, a vote was held, and the Board unanimously adopted Resolution 2023-4.

John Shuff made a motion to adopt Resolution 2023-5, authorize preparation and submittal of FYE 12/31/2023 financial report to State Auditor's office. Elizabeth Schenk seconded the motion, a vote was held, and the Board unanimously adopted Resolution 2023-5.

There being no other business to come before the meeting, John Shuff made a motion to adjourn the meeting, which was seconded by Elizabeth Schenk. A vote was held, the motion unanimously carried, and the meeting was adjourned.

Respectfully submitted,

  
Elizabeth Schenk, Secretary

**ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2024-2**

**APPOINTING OFFICERS OF THE DISTRICT**

---

**WHEREAS**, the Bylaws of the Zumbahl Road Community Improvement District (the "District") require the District's Board of Directors (the "Board") to appoint a Chairman, Secretary, Treasurer and such other officers or employees as it deems necessary;

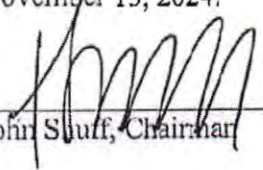
**WHEREAS**, the Board desires to appoint a Chairman, Secretary, and Treasurer as the officers of the District in accordance with the Bylaws; and

**WHEREAS**, the Chairman, Secretary, and Treasurer shall have the powers and duties described in the Bylaws.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT**, as follows:

1. John Shuff is appointed as the Chairman of the District.
2. Elizabeth Schenk is appointed as the Secretary and Treasurer of the District.
3. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.
4. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of Zumbahl Road Community Improvement District on November 13, 2024.

  
\_\_\_\_\_  
John Shuff, Chairman

**ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2024-3**

**APPROVING BUDGET FOR FYE 12/31/2025 AND  
AUTHORIZING APPROPRIATION OF FUND**

---

**WHEREAS**, the Zumbehl Road Community Improvement District (the "District") Board of Directors (the "Board") is required to submit a proposed annual budget for the operation of the District to the Governing Body, Missouri Department of Revenue, and the Missouri State Auditor's Office;

**WHEREAS**, the District submitted the proposed annual budget for FYE 12/31/2025, which is attached hereto as Exhibit A on September 12, 2024; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT**, as follows:

1. The District hereby adopts a Budget for the District's FYE 12/31/2025, which is attached hereto as Exhibit A, and authorizes appropriation of funds in accordance therewith.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of Zumbehl Road Community Improvement District on November 13, 2024.

  
\_\_\_\_\_  
John Shuff, Chairman

**EXHIBIT A**

**FYE 12/31/2025 BUDGET**

Zumbel Road Community Improvement District Budget

**FYE 12/31/2025 PROPOSED BUDGET**

**Budget Message:**

The Zumbel Road Community Improvement District was formed as a political subdivision of the State of Missouri on July 8, 2021. The purpose of the District is to provide funding for the construction of certain public and private improvements and the provision of certain services within the District's boundaries. The District has a life of will be for a period of 40 years from the date upon which any sales tax is levied.

	FYE 12/31/2025*		FYE 12/31/2024*		FYE 12/31/2023
	(proposed)		(as amended)		(actual)
<b>FUNDS AVAILABLE</b>					
- Cash on Hand (Beginning of Fiscal Year)	\$ 19,392.58	\$	19,392.58	\$	-
<b>ESTIMATED REVENUE:</b>					
- CID Sales Tax (1% effective 10/1/2022)*	\$ 150,000.00	\$	150,000.00	\$	70,910.01
- Net Proceeds of Developer Advances	\$ -	\$	-	\$	-
<b>TOTAL ESTIMATED FUNDS AVAILABLE &amp; REVENUE:</b>	<u>\$ 169,392.58</u>	\$	<u>169,392.58</u>	\$	<u>70,910.01</u>
<b>ESTIMATED EXPENDITURES:</b>					
- District Operating Expenses (e.g. Admin Costs, Legal Fees, Insurance fees, etc.)	\$ 5,000.00	\$	5,000.00	\$	14,300.00
- District Services (advanced by Developer)	\$ -	\$	-	\$	-
- Repayment of Developer Advances (principal and interest)	\$ 155,000.00	\$	145,000.00	\$	37,217.43
<b>TOTAL ESTIMATED EXPENDITURES:</b>	<u>\$ 160,000.00</u>	\$	<u>150,000.00</u>	\$	<u>51,517.43</u>
<b>FUNDS AVAILABLE:</b>					
- Cash on Hand End of Fiscal Year	\$ 9,392.58	\$	19,392.58	\$	19,392.58

\* Estimated values.

Repayment of Developer's Advances, including interest, is governed by the Construction and Financing Agreement entered into between the District and the Developer. The Developer must submit a Certificate of Reimbursable Project Cost to the City for approval prior to reimbursement payments being made, in accordance with the Development Agreement by and between the City, CID, and Developer.

**ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2024-4**

**AUTHORIZING FYE 12/31/2024 ANNUAL REPORT TO CITY CLERK AND  
DEPARTMENT OF ECONOMIC DEVELOPMENT**

---

**WHEREAS**, State law requires that the District state the services provided, revenues collected, and expenditures made by the District during the most recently completed fiscal year, and that the District attach the written resolutions approved by the District's Board of Directors during that period under Section 67.1471.4, RSMo.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT**, as follows:

1. The District hereby directs its legal counsel, Polsinelli PC, to prepare and provide a copy of the 12/31/2024 Annual Report to the Executive Director and Treasurer of the District at its earliest opportunity.
2. To the extent that changes to the Annual Report may be required, the District authorizes the Executive Director and Treasurer to review and approve such changes on behalf of the District.
3. If Polsinelli PC does not receive any comments from any of the above-referenced parties within the earlier of fifteen (15) days after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes Polsinelli PC to submit such report to the City Clerk and Missouri Department of Economic Development on its behalf.
4. This Resolution shall take effect immediately

**PASSED** by the Board of Directors of Zumbahl Road Community Improvement District on November 13, 2024.

  
\_\_\_\_\_  
John Shuff, Chairman

**ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2024-5**

**AUTHORIZING FYE 12/31/2024 FINANCIAL REPORT  
TO STATE AUDITOR'S OFFICE**

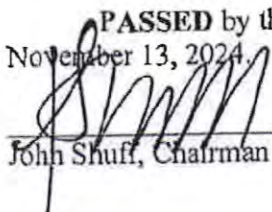
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**WHEREAS**, State law requires the District to file a financial report with the State Auditor's Office each year under Section 105.145, RSMo, and 15 CSR 40-3.030.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT**, as follows:

1. The District hereby directs its legal counsel, Polsinelli PC, to prepare and provide a copy of the 12/31/2024 Financial Report to the Executive Director and Treasurer of the District at its earliest opportunity.
2. To the extent that changes to the Annual Report may be required, the District authorizes the Executive Director and Treasurer to review and approve such changes on behalf of the District.
3. If Polsinelli PC does not receive any comments from any of the above-referenced parties within the earlier of fifteen (15) days after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes Polsinelli PC to submit such report to the Missouri State Auditor's Office on its behalf.
4. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of Zumbahl Road Community Improvement District on  
November 13, 2024.

  
\_\_\_\_\_  
John Shuff, Chairman

**ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2024-6**

**NOMINATE SUCCESSOR DIRECTORS**

---

**WHEREAS**, By Ordinance No. 21-101, adopted and approved on July 6, 2021 (the "Approving ordinance"), the City Council approved a certain petition (the "Petition") and established the Zumbahl Road Community Improvement District (the "District") as a political subdivision of the State of Missouri, all pursuant to the Community Improvement District Act, section 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act");

**WHEREAS**, the Petition states that each Director shall serve four (4) year term or until his/her successor director is appointed in accordance with the Petition;

**WHEREAS**, The CID Act and the Petition provides for the Mayor to appoint Successor Directors of the CID; with the consent of the City Council;

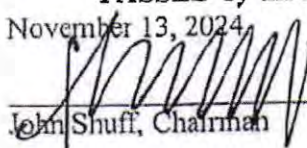
**WHEREAS**, Mike Swearngin and Patrick Willett's current four (4) year terms are set to expire on 7/6/2025; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT**, as follows:

Section 1. The Board of Directors hereby submits to the Mayor and City Council the following nominees to serve as Successor Director of the CID:

1. Mike Swearngin, to serve a new four-year term, with the term commencing on 7/7/2025 and expiring on 7/6/2029.
2. Patrick Willett, to serve a new four-year term, with the term commencing on 7/7/2025 and expiring on 7/6/2029.
3. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of Zumbahl Road Community Improvement District on November 13, 2024.

  
\_\_\_\_\_  
John Shuff, Chairman

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Comm. of Whole

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 2

Sponsor(s): N/A

**Description:**

Receipt of the Annual Report Fiscal Year Ending December 31, 2024 as Submitted by the Board of Directors of the West Clay Extension Community Improvement District

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**


In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Fiscal Year Ending December 31, 2024 for the West Clay Extension Community Improvement District is submitted to the City Council for receipt.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA Prepared by KSH On Behalf of Council Member(s): N/A Dept. Dir.: 

# MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

## *COMMUNITY IMPROVEMENT DISTRICT ANNUAL REPORT 2024 FISCAL YEAR*

67.1471.4 RSMo "Within one hundred twenty days after the end of each fiscal year, the District shall submit a report to the Municipal Clerk and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the district during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. The Municipal Clerk shall retain this report as part of the official records of the municipality and shall also cause this report to be spread upon the records of the governing body.

### **Section 1: Description**

1. Name of C.I.D.     *West Clay Extension*
2. Name of municipality     *City of St. Charles, Missouri*
3. Report period, from *1/1/24* to *12/31/24*
4. Name of person preparing this report  
  
*Jill Duchinsky*
5. Contact information: Municipality
  - a. Responsible department / agency \_\_\_\_\_
  - b. Contact person \_\_\_\_\_
  - c. Phone \_\_\_\_\_ Fax \_\_\_\_\_
  - d. Email address \_\_\_\_\_
6. Contact information: C.I.D.
  - a. Chief officer of the governing board     *Franklin Sears*
  - b. Phone *314-994-4444* Fax *314-994-4073*
  - c. Email address *fsears@descogroup.com*

7. Names of the members of the governing board of the C.I.D. as of the date of the most recent Annual Meeting:

*Jill Duchinsky  
Melissa Setser  
Franklin Sears  
Michael Anthon*

8. Date of the most recent Annual Meeting of the C.I.D. *November 20, 2024*
9. Original date of establishment of the C.I.D. *June 21, 2012*
10. C.I.D. establishing Ordinance No. *12-111*

## **Section 2: Purpose**

1. State the primary responsibility(s) of the C.I.D., and the specific services provided during the previous fiscal year.

*To assist in the completion and funding of certain transportation, utility and other physical improvements within the district, including the demolition of existing structures and the excavation, removal, grading, construction, installation, repair and maintenance of various transportation, drainage, screening and other related improvements.*

### Section 3: Financials

1. The C.I.D. is established as a:  Political subdivision

Not-for-profit Corporation

2. State the total amount of C.I.D. revenues collected during the previous fiscal year, and list revenues by their source (special assessments, rent, fees, grants, etc.)

<u>\$ Amount</u>	<u>Source</u>
------------------	---------------

\$ 511,605	Sales Tax Revenues
------------	--------------------

\$511,605 **Total**

3. List all expenditures made by the C.I.D. during the previous fiscal year.

\$606	Bank Fees
-------	-----------

\$1,932	Legal Fees
---------	------------

#### **Section 4: Administrative**

1. Attach copies of any written resolutions approved by the governing board of the C.I.D. during the previous fiscal year.

*See attached.*

#### **Send Report To:**

**Missouri Department of Economic Development  
Attn: Community Improvement District Annual Report  
301 W. High Street, P.O. Box 118  
Jefferson City, MO 65102**

**Fax 573-522-9462**

**Email [missouridevelopment@ded.mo.gov](mailto:missouridevelopment@ded.mo.gov)**

**For further information or assistance please call 573-526-8004 or 573-526-0748**

**RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT ELECTING OFFICERS**

**WHEREAS**, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the "CID Act"), the City of St. Charles, Missouri (the "City") adopted Ordinance No. 12-111 on June 19, 2012 (the "Ordinance"), which Ordinance was approved on June 21, 2012, establishing the West Clay Extension Community Improvement District (the "District") as a political sub-division of the State of Missouri; and

**WHEREAS**, pursuant to the Ordinance and the Petition to establish the District signed by representatives of the owners of record of more than fifty percent (i) by assessed value of all real property within the District, and (ii) per capita of all real property owners within the district, the Mayor of the City appointed and the St. Charles City Council approved the appointment of Michael Anthon, Christopher Bertel, Franklin Sears, Melissa Setser, and Jill Duchinsky as members of the board of directors of the District; and

**WHEREAS**, pursuant to the Bylaws of the District, the officers of the District shall be elected or appointed annually by the Board of Directors, to serve at the pleasure of the Board of Directors until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified; and

**WHEREAS**, pursuant to Section 67.1451.8 of the CID Act, the board of directors of a community improvement district is authorized to act on behalf of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

1. The current members of the Board of Directors of the District are set forth below and each Director's term expires on the date set forth opposite such Director's name; provided, however, that each Director shall continue to serve until such time as his or her successor has been duly appointed.

<b>DIRECTOR</b>	<b>TERM EXPIRES</b>
Jill Duchinsky	
Melissa Setser	
Franklin Sears	
Mike Anthon	
Christopher Bertel	

2. The Board of Directors hereby elects the following individuals to serve the office set forth opposite his or her name, each to hold such office until the next annual meeting of the Board of Directors of the District, or until said individual no longer serves as a member of the Board of Directors of the District, or until his or her successor shall have been duly elected:

Chair: Franklin Sears  
Treasurer: Jill Duchinsky  
Vice Chair: Melissa Setser  
Secretary: Mike Anthon

3. The District shall reimburse each officer of the District for his or her reasonable out-of-pocket expenses incurred in the performance of their duties as such officer.

4. The District officers are hereby authorized to take such actions and file such reports as are required under the CID Act.

5. This Resolution shall take effect and be in full force from and after the date of its adoption by the Board of Directors.

This Resolution was adopted at the meeting of the Board of Directors of the District duly called and held on this date. This Resolution shall be filed by the Custodian of Records of the District with the minutes of the meetings of the Board of Directors.

Approved this 20th day of November, 2024.

DocuSigned by:  
*Franklin Sears*  
30F506AEAS79451  
Franklin Sears,  
Chairman of the Board of Directors

(SEAL)

ATTEST:

DocuSigned by:  
*Mike Anthon*  
F358FA4F88DD426  
Mike Anthon,  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT  
RATIFYING THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD ON  
NOVEMBER 21, 2023**

**WHEREAS**, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the City of St. Charles, Missouri (the "City") adopted Ordinance No. 12-111 on June 19, 2012 (the "Ordinance"), which Ordinance was approved on June 21, 2012, establishing the West Clay Extension Community Improvement District (the "District") as a political sub-division of the State of Missouri; and

**WHEREAS**, pursuant to the Ordinance and the Petition to establish the District signed by representatives of the owners of record of more than fifty percent (a) assessed value of all real property within the District, and (b) per capita of all real property owners within the District, the Mayor of the City appointed and the St. Charles City Council approved the appointment of the members of the board of directors of the District; and

**WHEREAS**, pursuant to Paragraph 8 of Article IV of the Bylaws of the District, the Board of Directors shall conduct all meetings of the Board of Directors in accordance with the Sunshine Law of the State of Missouri; and

**WHEREAS**, pursuant to Section 610.020.7 of the Revised Statutes of Missouri, the Sunshine Law requires that minutes of meetings be taken and retained by the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

1. The Board of Directors of the District hereby ratifies the minutes of the annual meeting of the Board of Directors held on November 21, 2023, attached hereto as Exhibit A and directs the Secretary of the Board of Directors to attest to such minutes as ratified.

2. The Board of Directors of the District further ratifies the following resolutions passed at the annual meeting of the Board of Directors, including:

- (a) Resolution 2023-01 appointing the officers of the District;
- (b) Resolution 2023-02 ratifying the minutes of the meeting held of the Board of Directors at the November 29, 2022, meeting;
- (c) Resolution 2023-03 approving a budget for the fiscal year ending December 31, 2024; and

3. The Board of Directors of the District hereby directs that the minutes so attested and ratified be retained in the records of the District.

4. This resolution shall be in full force and effect from and after its adoption by the Board of Directors.

This Resolution was adopted at the meeting of the Board of Directors of the District duly called and held on this date. This Resolution shall be filed by the Custodian of Records of the District with the minutes of the meetings of the Board of Directors.

Approved this 20th day of November, 2024.

DocuSigned by:  
*Franklin Sears*  
3DE506AFA579451...  
Franklin Sears,  
Chairman of the Board of Directors

(SEAL)

ATTEST:

DocuSigned by:  
*Mike Anthon*  
F35BFA4F68DD426...  
Michael Anthon,  
Secretary of the Board of Directors

**Exhibit A**  
**Minutes of the November 21, 2023 Annual Meeting of the Board of Directors**

SEE ATTACHED

MINUTES

**MEETING OF THE BOARD OF DIRECTORS OF  
THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT**

**NOVEMBER 21, 2023**

---

A meeting of the Board of Directors of the West Clay Extension Community Improvement District ("District") was held via teleconference, on Tuesday, November 21, 2023, at 1:30 p.m.

1. Meeting Opening

The following members of the Board of Directors were present in person or via teleconference and thereby constituted a quorum of the Directors:

Mike Anthon ( in person /  via teleconference)  
Chris Bertel ( in person /  via teleconference)  
Jill Duchinsky ( in person /  via teleconference)

The following guests of the Board of Directors were present in person or via teleconference :

Carson D. Maricle - Greensfelder, Hemker & Gale, P.C., Counsel to the District ( in person /  via teleconference)  
Kathleen Wildhaber ( in person /  via teleconference)  
Mark Schoene ( in person /  via teleconference)

The following members of the Board of Directors was not present for the Meeting:

Melissa Setser  
Franklin Sears

Carson Maricle, Esq. opened the meeting at approximately 1:31 p.m. stating that a Notice of Open Meeting had been posted in the St. Charles City Hall on November 17, 2023, at 12:00 p.m. and a signed Affidavit of Posting had been received.

Mr. Maricle asked if there were any changes to the Agenda for the meeting as previously posted. There were no changes to the Agenda. Having a quorum, the Board of Directors took the following actions pursuant to Section 67.1451.8 RSMo.:

Considerations and Resolutions

2. The matter of electing the officers of the District came on for consideration and was discussed. After consideration and discussion by the Board, Director Anthon made a motion for the adoption of Resolution No. **2023-01**, titled as follows:

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST CLAY  
EXTENSION COMMUNITY IMPROVEMENT DISTRICT APPOINTING OFFICERS  
OF THE DISTRICT.**

Director Bertel seconded the motion. Thereupon, the resolution was put to a roll call vote, and was passed by the following vote:

Mike Anthon ( aye /  nay)  
Chris Bertel ( aye /  nay)  
Jill Duchinsky ( aye /  nay)

Thereupon, Carson Maricle, as District Counsel, declared said Resolution duly passed and the Resolution was then signed by the Chairman and attested and certified by the Secretary.

3. The matter of approving and ratifying the minutes of the meeting of the Board of Directors held on November 29, 2022, came on for consideration and was discussed. After consideration and discussion by the Board, Director Bertel moved for the adoption of Resolution No. **2023-02**, titled as follows:

**A RESOLUTION OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT RATIFYING THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD ON NOVEMBER 29, 2022.**

Director Anthon seconded the motion. Thereupon, the resolution was put to a roll call vote, and was passed by the following vote:

Mike Anthon ( aye /  nay)  
Chris Bertel ( aye /  nay)  
Jill Duchinsky ( aye /  nay)

Thereupon, Carson Maricle, as District Counsel, declared said Resolution duly passed and the Resolution was then signed by the Chairman and attested and certified by the Secretary.

4. The matter of approving the annual budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, came on for consideration and was discussed. After consideration and discussion by the Board, Director Anthon made a motion for the adoption of Resolution No. **2023-03**, titled as follows:

**A RESOLUTION OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT APPROVING A BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2024.**

Director Bertel seconded the motion. Thereupon, the resolution was put to a roll call vote, and was passed by the following vote:

Mike Anthon ( aye /  nay)  
Chris Bertel ( aye /  nay)  
Jill Duchinsky ( aye /  nay)

Thereupon, Carson Maricle, as District Counsel, declared said Resolution duly passed and the Resolution was then signed by the Chairman and attested and certified by the Secretary.

5. New Business

The matters of (a) new business to address at the next meeting of the Board of Directors, and (b) setting the date, time and place for the next meeting of the Board of Directors in November 2024, were discussed.

There being no further business to come before the Board of Directors, upon motion duly made by Director Anthon seconded by Director Bertel and unanimously carried by the Board of Directors, the meeting was adjourned.

DocuSigned by:

*Mike Anthon*

F35BF44F88D1428...  
Michael Anthon,

Secretary of the Board of Directors

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT  
APPROVING A BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2025**

**WHEREAS**, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the City of St. Charles, Missouri (the "City") adopted Ordinance No. 12-111 on June 19, 2012 (the "Ordinance"), which Ordinance was approved on June 21, 2012, establishing the West Clay Extension Community Improvement District (the "District") as a political sub-division of the State of Missouri; and

**WHEREAS**, pursuant to the Ordinance and the Petition to establish the District signed by representatives of the owners of record of more than fifty percent (a) assessed value of all real property within the District, and (b) per capita of all real property owners within the District, the Mayor of the City appointed and the St. Charles City Council approved the appointment of the members of the board of directors of the District; and

**WHEREAS**, pursuant to Paragraph 8 of Article IV of the Bylaws of the District, the Board of Directors shall conduct all meetings of the Board of Directors in accordance with the Sunshine Law of the State of Missouri; and

**WHEREAS**, pursuant to Section 67.1471.1 of the CID Act and District Resolution 2013-01, the District's fiscal year is January 1 – December 31; and

**WHEREAS**, pursuant to Section 67.1471.2 of the CID Act, the District is required to submit a proposed annual budget to the City for review and comment; and

**WHEREAS**, pursuant to Section 67.1471.3 of the CID Act, the District is required to adopt an annual budget; and

**WHEREAS**, pursuant to Section 67.1451.8 of the CID Act, the board of directors of a community improvement district is authorized to act on behalf of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

1. The District represents that it has submitted a budget and budget message to the City for review and comment for the fiscal year beginning January 1, 2025, and ending December 31, 2025 ("Fiscal Year 2025") on or about October 2, 2024.

2. Each member of the Board of Directors acknowledges that he or she has received and reviewed, and the District hereby approves, the budget in substantially the form attached hereto as Exhibit A, subject to review and comment by the City in accordance with the CID Act.

3. The amounts set forth on the Budget are hereby appropriated for the purposes set forth therein for Fiscal Year 2025.

4. The District shall, and the officials, agents and employees of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the annual budget requirements of the CID Act.

5. This Resolution shall take effect and be in full force from and after the date of its adoption by the Board of Directors.

This Resolution was adopted at the meeting of the Board of Directors of the District duly called and held on this date. This Resolution shall be filed by the Custodian of Records of the District with the minutes of the meetings of the Board of Directors.

Approved this 20th day of November, 2024.

DocuSigned by:  
*Franklin Sears*  
30E506AFA579451...  
Franklin Sears,  
Chairman of the Board of Directors

(SEAL)

ATTEST:

DocuSigned by:  
*Mike Anthon*  
F35BF4AF88DD426...  
Michael Anthon,  
Secretary of the Board of Directors

**Exhibit A**

**West Clay Extension Community Improvement District**

**Fiscal Year 2025 Budget and Budget Message**

SEE ATTACHED

**WEST CLAY EXTENSION  
COMMUNITY IMPROVEMENT DISTRICT**

October 3, 2024

Ms. Kimberly Hudson  
City Clerk  
City of Saint Charles  
200 N. Second Street  
Fourth Floor, Room 402  
St. Charles, Missouri 63301

**Re: West Clay Extension Community Improvement District (the "District")  
Budget for FY Ending December 31, 2025**

Dear Ms. Whitehead:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, no earlier than one hundred eighty days and no later than ninety days prior to the first day of the fiscal year the board of the District shall submit to the City Council of St. Charles, Missouri (the "City Council") a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year. The City Council may review and comment to the board on this proposed budget, but if such comments are given, the City Council shall provide such written comments to the board no later than sixty (60) days prior to the first day of the fiscal year.

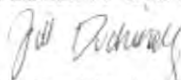
Enclosed herewith please find a draft budget and budget message for the District for the fiscal year ending December 31, 2025 for review and comment by the City Council.

If you have any questions, please do not hesitate to call.

Very truly yours,

**WEST CLAY EXTENSION COMMUNITY  
IMPROVEMENT DISTRICT**

By

  
Jill Duchinsky, Treasurer

**Wildhaber, Kathleen (DESCO)**

---

**From:** Duchinsky, Jill  
**Sent:** Thursday, October 3, 2024 5:23 PM  
**To:** Kimberly.hudson@stcharlescitemo.gov  
**Cc:** Wildhaber, Kathleen (DESCO); Carson D. Maricle; Jones, Jordan; Duchinsky, Jill  
**Subject:** West Clay Extension Community Improvement District - 2025 Budget  
**Attachments:** West Clay CID Budget Submission\_2025.pdf

Good morning Ms. Hudson,

Please see attached for the submission of West Clay Extension CID budget for the year ended December 31, 2025. Please contact me with any questions.

Thank you,  
Jill Duchinsky

**WEST CLAY EXTENSION  
COMMUNITY IMPROVEMENT DISTRICT**

**Budget for the Fiscal Year Ending December 31, 2025**

**Budget Message**

Pursuant to the official final results of the special mail-in ballot from the qualified voters of the District of an election held on Tuesday, August 20, 2013, as certified by the Director of Elections of St. Charles County, Missouri on August 21, 2013, the qualified voters of the District approved the imposition of a sales and use tax pursuant to Section 67.1545 of the CID Act in an aggregate amount equal to 1.000% (the "CID Sales Tax") for the purpose of financing the costs of certain community improvement projects and paying the costs of formation and operation of the District

On April 4, 2013 the District approved Resolution No. 2013-07 which authorized the execution of a district project agreement by and among the District, the City of St. Charles, MO and SM Properties UV, L.L.C., a Missouri limited liability company (the "Developer"), as the same may be amended from time to time (the "Project Agreement"). The Developer agrees to construct and implement the Project (as defined in the Project Agreement), and the District agrees to appropriate all District Sales Tax revenues in accordance with the Project Agreement and that certain Redevelopment Agreement dated as of August 24, 2012 by and between the City of St. Charles, Missouri and the Developer, (as the same may be amended), for application as provided in said Redevelopment Agreement.

The District anticipates collecting approximately \$515,000 of tax revenues from the CID Sales Tax in the 2025 Budget Year. It is hereby requested that such tax revenues be appropriated in the estimated amounts and for the purposes set forth on the 2025 Fiscal Year budget.

The District budget for the fiscal year ending December 31, 2025 is hereby submitted to the St. Charles City Council for review and comment, and it will be submitted to the District's Board of Directors for adoption and approval.

A summary comparative statement of estimated total receipts and transfers-in (excluding any beginning balances) and estimated total expenditures and transfers-out of certain funds for the 2025 Budget Year and the two years next preceding is set forth below:

	2025	2024	2023
	BUDGET	BUDGET	ACTUAL
<b>TOTAL RECEIPTS:</b>			
Sales Tax Revenues	\$515,000	\$490,000	\$582,453
Operating Account Deposit	16,139	15,745	22,670
<b>TOTAL DISBURSEMENTS:</b>			
Transfer to District Revenues Account	(\$535,000)	(\$520,000)	(\$581,247)
Bank Fees/Admin Expenses/Legal	(10,500)	(10,500)	(2,360)

**West Clay Extension Community Improvement District  
Budget  
For the Fiscal Year Ending December 31, 2025**

	District Revenues	Operating Account
Projected Beginning Balance (1/1/25)	0	26,000
Summary of Receipts		
Sales Tax Revenue	515,000	
Note Proceeds		
Interest Earnings		
From Special Trust Fund		
From District Revenues Account of Special Allocation Fund		16,139
From Debt Reserve Fund		
Total Receipts and Beginning Balance	515,000	42,139
Summary of Disbursements		
To District Revenues Account of Special Allocation Fund	(515,000)	(20,000)
To Operating Fund		
To Bond Payment Account		
To Redemption Account		
To Project Fund		
To Surplus Fund		
Operating Expenses:		
Bank Fees		(500)
Administrative Costs		(5,000)
Insurance Expenses		
Legal Expenses		(5,000)
Audit Fee		
Project Expenses		
Debt Instrument - Cost of Issuance		
Debt Service		
Principal		
Interest		
Total Disbursements	(515,000)	(30,500)
Other Financing Sources (Uses)		
Transfers In		
Transfers Out		
Ending Balance (12/31/25)	0	11,639

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Comm. of Whole

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 2

Sponsor(s): N/A

**Description:**

Receipt of the Annual Report for 2024 as Submitted by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Attached is the Annual Report for the Fountain Lakes Commerce Center North Community Improvement District, for the fiscal year ending December 31, 2024 in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statues of Missouri, as amended.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA Prepared by KSH On Behalf of Council Member(s): N/A Dept. Dir.: \_\_\_\_\_

# GILMORE BELL

One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 29, 2025

## VIA ELECTRONIC MAIL

Ms. Kimberly Hudson  
City Clerk  
City of St. Charles  
200 North 2<sup>nd</sup> Street  
4<sup>th</sup> Floor, Room 402  
St. Charles, Missouri 63301

Ms. Michelle Hataway  
Director  
Missouri Department of Economic Development  
301 West High Street, Suite 680  
Jefferson City, Missouri 65101

Re: Fountain Lakes Commerce Center North Community Improvement District

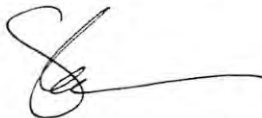
Dear Ms. Hudson and Ms. Hataway:

Pursuant to Section 67.1471.4 of the Revised Statutes of Missouri, as amended, enclosed is the Annual Report for the above-referenced District for the fiscal year ended December 31, 2024.

**The City is required to make this report a part of its official records and cause it “to be spread upon the records of the City.”**

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Shannon W. Creighton

SWC:etm  
Enclosure

---

**FOUNTAIN LAKES COMMERCE CENTER NORTH  
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL REPORT  
FISCAL YEAR ENDED DECEMBER 31, 2024**

**Submitted to the**

**City of Saint Charles, Missouri**

**and the**

**Missouri Department of Economic Development**

**April 29, 2025**

**BOARD OF DIRECTORS**

Robert Millstone, Chairman, Treasurer and Director

David Zeigler, Vice Chairman and Director

Steve Garlock, Secretary and Director

Anthony Hasek, Director

Colleen Millstone, Director

---

Prepared by:

Gilmore & Bell, P.C.,  
St. Louis, Missouri

## **FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT**

### **BACKGROUND**

On September 3, 2008, the Fountain Lakes Commerce Center North Community Improvement District (the "District") was created by the City of St. Charles, Missouri (the "City") as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended. The District is located along Interstate 370 in St. Charles County, Missouri.

The District was established to promote the redevelopment, induce new activity in an area that had been lacking in growth and development, improve business development opportunities, and enhance property values through coordination of infrastructure improvements for the benefit of businesses within the District and the community. The District constructed certain public improvements, including: Street and roadway improvements; a parking lot accompanying site preparation, grading, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, storm water facilities, utilities, signing, striping, lighting, landscaping, irrigation and similar improvements.

The Fountain Lakes Commerce Center South ("FLCCS") CID was merged with Fountain Lakes Commerce Center North ("FLCCN") CID, thus FLCCN assumed all responsibilities of FLCCS as of FLCCS Resolution No. 2015-03 and corresponding FLCCN Resolution 2015-02. The boundaries of FLCCN were expanded to include all of the FLCCS by Ordinance No. 15-127.

### **REVENUE SOURCES**

On October 2, 2008, the Board of Directors of the District authorized the imposition of the CID Special Assessment within the District at the maximum annual rate of One Dollar (\$1.00) per One Hundred Dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract or lot in the District.

On December 8, 2008, the Board of Directors of the District authorized the imposition of a one percent (1%) sales and use tax on all retail sales made within the District (the "District Sales Tax"). The District Sales Tax began on April 1, 2009.

### **REVENUE/EXPENDITURES**

Attached as **Exhibit A** is a table showing the revenues and expenditures of the District as of December 31, 2024. These figures are unaudited.

### **GOVERNANCE STRUCTURE**

The Board of Directors is comprised of five representatives, appointed by the Mayor of the City with the consent of the City Council. Attached as **Exhibit B** is a copy of all written resolutions approved by the Board of Directors during the fiscal year ended December 31, 2024.

### **DISTRICT ADMINISTRATOR**

Gilmore & Bell, P.C.

**EXHIBIT A**  
**REVENUES AND EXPENSES**

**Fountain Lakes Commerce Center North CID**  
 Unaudited Financial Statement for Fiscal Year Ended December 31, 2024

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Insurance Account	Fund Total
<b>Collections</b>											
CID Sales Tax Revenue	\$ 53,312.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,312.28
CID Special Assessment	217,830.31	-	-	-	-	-	-	-	-	-	217,830.31
Interest	-	416.72	1,240.31	636.20	-	311.47	0.28	-	1,037.92	-	3,642.90
<b>Total Collections</b>	271,142.59	416.72	1,240.31	636.20	-	311.47	0.28	-	1,037.92	-	274,785.49
<b>Disbursements</b>											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	-	-	-	-	-	-	-	-
Audit Fees	-	-	-	10,008.88	-	-	-	-	-	-	10,008.88
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	-	-	-	-	-	-	-	-
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	237,387.23	-	-	-	-	237,387.23
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	-	3,000.00	-	10,008.88	-	237,387.23	-	-	-	-	250,396.11
<b>Increase (decrease) in cash from operations</b>	271,142.59	(2,583.28)	1,240.31	(9,372.68)	-	(237,075.76)	0.28	-	1,037.92	-	24,389.38
<b>Bond/Note Proceeds</b>											
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
<b>Total Bond Activity</b>	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	48,330.25	241,410.48	9,877.09	-	237,086.63	-	-	-	-	536,713.45
Transfers out	(299,626.82)	(45,044.81)	(192,041.82)	-	-	-	-	-	-	-	(536,713.45)
<b>Total fund transfers</b>	(299,626.82)	3,294.44	49,368.66	9,877.09	-	237,086.63	-	-	-	-	-
<b>Increase (decrease) in cash</b>	(28,484.23)	711.16	50,608.97	504.41	-	10.87	0.28	-	1,037.92	-	24,389.38
<b>Cash balance at beginning of period</b>	28,484.23	12,195.42	1.69	11,771.55	-	15.67	10.14	-	21,469.79	-	73,948.49
<b>Cash balance at end of period</b>	\$ -	\$ 12,906.58	\$ 50,610.66	\$ 12,275.96	\$ -	\$ 26.54	\$ 10.42	\$ -	\$ 22,507.71	\$ -	\$ 98,337.87

**EXHIBIT B**  
**RESOLUTIONS**

RESOLUTION NO. 2024-01

A RESOLUTION ELECTING OFFICERS OF THE DISTRICT.

WHEREAS, the Fountain Lakes Commerce Center North Community Improvement District (the "District") is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
Robert Millstone	Chairman
David Zeigler	Vice Chairman
Robert Millstone	Treasurer
Steve Garlock	Secretary
Colleen Millstone	Assistant Secretary

Section 2. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

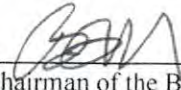
Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

PASSED this November 18, 2024



  
Chairman of the Board of Directors

ATTEST:

  
Secretary of the Board of Directors

RESOLUTION NO. 2024-02

A RESOLUTION ADOPTING AN AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND A BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025.

WHEREAS, Sections 67.010 and 67.1471 of the Revised Statutes of Missouri requires each community improvement district to prepare an annual budget; and

WHEREAS, on November 30, 2023, the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District (the "District") adopted a budget for the District's fiscal year ending December 31, 2024 (the "2024 Budget"); and

WHEREAS, the Board of Directors hereby finds and determines that it is necessary to amend the 2024 Budget (the "Amended 2024 Budget") and adopt a budget for the District's fiscal year ending December 31, 2025 (the "2025 Budget" and, together with the Amended 2024 Budget, the "Budgets");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Board of Directors of the District hereby adopts the District's amended budget for the fiscal year ending December 31, 2024, and budget for the fiscal year ending December 31, 2025, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference.

Section 2. The amounts set forth on the Budgets are hereby appropriated for the purposes set forth therein for the respective fiscal year.

Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

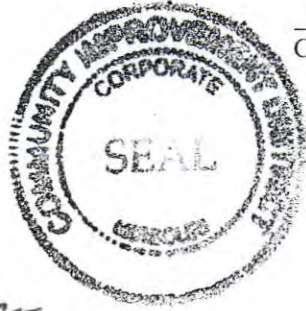
Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

PASSED this November 18, 2024



Chairman of the Board of Directors



ATTEST:



Secretary of the Board of Directors

EXHIBIT A

AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND  
BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

**FOUNTAIN LAKES COMMERCE CENTER NORTH  
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR  
FISCAL YEAR ENDING  
DECEMBER 31, 2024**

**AND**

**BUDGET FOR  
FISCAL YEAR ENDING  
DECEMBER 31, 2025**

**FOUNTAIN LAKES COMMERCE CENTER NORTH**  
**COMMUNITY IMPROVEMENT DISTRICT**

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*The following schedules represent the account activity categorized by the following:*

- 2023 Actual
- 2024 Year-to-Date
- 2024 Budget (Original)
- 2024 Budget (Amended)
- 2025 Budget

**BUDGET MESSAGE**

The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (the "Act") to purchase, construct, extend, improve, and equip certain projects (as defined in the Act) and to issue industrial revenue bonds for the purpose of providing funds to pay the costs of such projects.

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act") and Ordinance No. 08-185 adopted on September 3, 2008, the City of St. Charles, Missouri (the "City") approved the formation of the Fountain Lakes Commerce Center North Community Improvement District as a political subdivision of the State of Missouri (the "District").

Pursuant to the CID Act and Ordinance No. 08-248 adopted on November 18, 2008, the City approved the formation of the Fountain Lakes Commerce Center South Community Improvement District as a political subdivision of the State of Missouri (the "South District").

On May 19, 2015, the City adopted Ordinance No. 15-127 approving a petition to add real property to the District's boundaries, including all of the real property located in the South District, in order to consolidate the projects and reduce the administrative and operating costs of the districts.

The voters of the District have approved the imposition of, and the District has imposed, a sales and use tax (the "CID Sales Tax") and a special assessment (the "CID Special Assessment") for the purpose of financing the costs of certain public improvements and services in the District (the "Project") and paying the costs of formation and operation of the District and the South District.

Pursuant to an Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated as of September 4, 2015 (as further amended from time to time, the "Cooperation Agreement"), by and among the City, the District, the South District, Fountain Lakes Land Holding, LLC ("Fountain Lakes"), and The Millstone Company ("Millstone" and, collectively with Fountain Lakes, the "Developer"), (a) the Developer agreed to design and construct a portion of the Project on behalf of the South District or the District, respectively, and to advance all costs and expenses necessary therefor and, in consideration thereof, the District agreed to issue, or cause to be issued, revenue notes to reimburse the Developer for such expenses, and (b) the District assumed all assets and liabilities of the South District.

On November 9, 2018, the Board of Directors of the Authority adopted a resolution, (the "Authority Bond Resolution") authorizing the issuance of not to exceed \$3,749,214.81 aggregate principal amount of Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Bonds"), for the purpose of providing funds, together with other legally available funds of the District, to (a) pay certain Reimbursable Project Costs (as defined in the Cooperation Agreement), and (b) pay the costs of issuance of the Bonds.

On November 19, 2018, the District adopted a resolution (the "District Bond Resolution") (a) approving the Authority's issuance of the Bonds pursuant to the Indenture to be secured by a pledge and assignment of a portion of the revenues received by the District from the imposition of the CID Sales Tax and the CID Special Assessment, and (b) authorizing the execution of a Financing Agreement dated as of November 1, 2018, between the District and the Authority (the "Financing Agreement"), and other documents in connection with the issuance of the Bonds.

In 2025, the Fountain Lakes Commerce Center North Community Improvement District anticipates CID Sales Tax Revenue of approximately \$60,000 and CID Special Assessment and Sales Tax revenue of approximately \$196,589 and operational expenses of approximately \$13,250.

#### BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2024 and ending December 31, 2024 and (2) beginning January 1, 2025 and ending December 31, 2025.

Respectfully Submitted,



Treasurer

Fountain Lakes Commerce Center North  
Community Improvement District

**Fountain Lakes Commerce Center North CID  
Budget Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2024 (Year to Date) (Budget vs. Actual)	2025 Budget
<b>Collections</b>						
CID Sales Tax	\$ 40,875.93	\$ 49,044.94	\$ 40,000.00	\$ 53,503.57	\$ (4,458.63)	\$ 60,000.00
CID Special Assessment	209,416.98	167,225.16	196,588.94	167,225.16	-	196,588.93
Interest	2,956.88	3,505.01	3,058.73	3,710.89	(205.88)	3,710.89
<b>Total Collections</b>	<b>253,249.79</b>	<b>219,775.11</b>	<b>239,647.67</b>	<b>224,439.62</b>	<b>(4,664.51)</b>	<b>260,299.82</b>
<b>Disbursements</b>						
Bank Fee	-	-	-	-	-	-
Administrative Fees	10,000.00	10,008.88	10,000.00	10,008.88	-	10,000.00
Audit Fees	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-
Legal Fees	-	-	500.00	-	-	250.00
Project Fund	-	-	-	-	-	-
Trustee Fees	3,000.00	3,000.00	3,000.00	3,000.00	-	3,000.00
Miscellaneous	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Interest	206,341.30	237,387.23	235,768.37	237,387.23	-	258,997.32
Principal Payment	-	-	-	-	-	-
<b>Total Disbursements</b>	<b>219,341.30</b>	<b>250,396.11</b>	<b>249,268.37</b>	<b>250,396.11</b>	<b>-</b>	<b>272,247.32</b>
<b>Bond/Note Activity</b>						
Bond/Note Proceeds	-	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-
<b>Total Bond Activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Increase (decrease) in cash	33,908.49	(30,621.00)	(9,620.70)	(25,956.49)	(4,664.51)	(11,947.50)
Cash balance at beginning of period	40,040.00	73,948.49	43,666.50	73,948.49	-	47,992.01
<b>Cash balance at end of period</b>	<b>\$ 73,948.49</b>	<b>\$ 43,327.49</b>	<b>\$ 34,045.81</b>	<b>\$ 47,992.00</b>	<b>\$ (4,664.51)</b>	<b>\$ 36,044.51</b>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
BOKF Trust Fund Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ 40,875.93	\$ 49,044.94	\$ 40,000.00	\$ 53,503.57	\$ 60,000.00
CID Special Assessment	209,416.98	167,225.16	196,588.94	167,225.16	196,588.93
Interest	-	-	-	-	-
<b>Total Collections</b>	<u>250,292.91</u>	<u>216,270.10</u>	<u>236,588.94</u>	<u>220,728.73</u>	<u>256,588.93</u>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>250,292.91</u>	<u>216,270.10</u>	<u>236,588.94</u>	<u>220,728.73</u>	<u>256,588.93</u>
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund transfers</b>					
Transfers in	-	-	-	-	-
Transfers out	(221,808.68)	(244,754.33)	(236,588.94)	(249,212.96)	(256,588.93)
<b>Total fund transfers</b>	<u>(221,808.68)</u>	<u>(244,754.33)</u>	<u>(236,588.94)</u>	<u>(249,212.96)</u>	<u>(256,588.93)</u>
Increase (decrease) in cash	28,484.23	(28,484.23)	-	(28,484.23)	-
Cash balance at beginning of period	-	28,484.23	-	28,484.23	-
<b>Cash balance at end of period</b>	<u>\$ 28,484.23</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
CID Revenue Account Comparison**

	<b>2023 (Actual)</b>	<b>2024 (Year to Date)*</b>	<b>2024 Budget (Original)</b>	<b>2024 Budget (Amended)</b>	<b>2025 Budget</b>
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	324.24	398.76	330.58	435.01	435.01
<b>Total Collections</b>	<u>324.24</u>	<u>398.76</u>	<u>330.58</u>	<u>435.01</u>	<u>435.01</u>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<u>3,000.00</u>	<u>3,000.00</u>	<u>3,000.00</u>	<u>3,000.00</u>	<u>3,000.00</u>
Increase (decrease) in cash from operations	<u>(2,675.76)</u>	<u>(2,601.24)</u>	<u>(2,669.42)</u>	<u>(2,564.99)</u>	<u>(2,564.99)</u>
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund transfers</b>					
Transfers in	38,042.93	44,071.91	40,000.00	48,530.54	50,205.99
Transfers out	(32,618.33)	(45,044.81)	(47,611.80)	(45,044.81)	(60,757.16)
<b>Total fund transfers</b>	<u>5,424.60</u>	<u>(972.90)</u>	<u>(7,611.80)</u>	<u>3,485.73</u>	<u>(10,551.17)</u>
Increase (decrease) in cash	2,748.84	(3,574.14)	(10,281.22)	920.74	(13,116.16)
Cash balance at beginning of period	9,446.58	12,195.42	10,281.22	12,195.42	13,116.16
<b>Cash balance at end of period</b>	<u>\$ 12,195.42</u>	<u>\$ 8,621.28</u>	<u>\$ -</u>	<u>\$ 13,116.16</u>	<u>\$ -</u>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Special Assessment Account Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	1,036.11	1,240.31	1,130.30	1,240.31	1,240.31
<b>Total Collections</b>	<u>1,036.11</u>	<u>1,240.31</u>	<u>1,130.30</u>	<u>1,240.31</u>	<u>1,240.31</u>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service	-	-	-	-	-
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>1,036.11</u>	<u>1,240.31</u>	<u>1,130.30</u>	<u>1,240.31</u>	<u>1,240.31</u>
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund transfers</b>					
Transfers in	172,551.50	190,805.33	196,588.94	190,805.33	196,588.93
Transfers out	(173,585.92)	(192,041.82)	(197,836.05)	(192,041.82)	(197,834.75)
<b>Total fund transfers</b>	<u>(1,034.42)</u>	<u>(1,236.49)</u>	<u>(1,247.11)</u>	<u>(1,236.49)</u>	<u>(1,245.82)</u>
Increase (decrease) in cash	1.69	3.82	(116.81)	3.82	(5.51)
Cash balance at beginning of period	-	1.69	116.81	1.69	5.51
<b>Cash balance at end of period</b>	<u>\$ 1.69</u>	<u>\$ 5.51</u>	<u>\$ -</u>	<u>\$ 5.51</u>	<u>\$ -</u>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Operating Fund Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	547.39	593.86	546.27	647.85	647.85
<b>Total Collections</b>	<u>547.39</u>	<u>593.86</u>	<u>546.27</u>	<u>647.85</u>	<u>647.85</u>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	10,000.00	10,008.88	10,000.00	10,008.88	10,000.00
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	500.00	-	250.00
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<u>10,000.00</u>	<u>10,008.88</u>	<u>10,500.00</u>	<u>10,008.88</u>	<u>10,250.00</u>
Increase (decrease) in cash from operations	<u>10,000.00</u>	<u>(9,415.02)</u>	<u>(9,953.73)</u>	<u>(9,361.03)</u>	<u>(9,602.15)</u>
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund transfers</b>					
Transfers in	11,214.25	9,877.09	9,878.21	9,877.09	9,794.01
Transfers out	-	-	-	-	-
<b>Total fund transfers</b>	<u>11,214.25</u>	<u>9,877.09</u>	<u>9,878.21</u>	<u>9,877.09</u>	<u>191.86</u>
Increase (decrease) in cash	1,761.64	462.07	(75.52)	516.06	191.86
Cash balance at beginning of period	<u>10,009.91</u>	<u>11,771.55</u>	<u>11,770.43</u>	<u>11,771.55</u>	<u>12,479.46</u>
<b>Cash balance at end of period</b>	<u>\$ 11,771.55</u>	<u>\$ 12,233.62</u>	<u>\$ 11,694.92</u>	<u>\$ 12,287.61</u>	<u>\$ 12,479.46</u>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Project Account Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
<b>Total Collections</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Increase (decrease) in cash from operations	-	-	-	-	-
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund transfers</b>					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
<b>Total fund transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
<b>Cash balance at end of period</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Debt Service Account Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	146.09	311.47	159.29	339.79	339.79
<b>Total Collections</b>	<u>146.09</u>	<u>311.47</u>	<u>159.29</u>	<u>339.79</u>	<u>339.79</u>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	206,341.30	237,387.23	235,768.37	237,387.23	258,997.32
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<u>(206,195.21)</u>	<u>237,387.23</u>	<u>235,768.37</u>	<u>237,387.23</u>	<u>258,997.32</u>
Increase (decrease) in cash from operations		<u>(237,075.76)</u>	<u>(235,609.08)</u>	<u>(237,047.44)</u>	<u>(258,657.53)</u>
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund transfers</b>					
Transfers in	206,204.25	237,086.63	235,580.21	237,086.63	258,602.67
Transfers out	-	-	-	-	-
<b>Total fund transfers</b>	<u>206,204.25</u>	<u>237,086.63</u>	<u>235,580.21</u>	<u>237,086.63</u>	<u>258,602.67</u>
Increase (decrease) in cash	9.04	10.87	(28.87)	39.19	(54.86)
Cash balance at beginning of period	6.63	15.67	28.87	15.67	54.86
<b>Cash balance at end of period</b>	<u>\$ 15.67</u>	<u>\$ 26.54</u>	<u>\$ -</u>	<u>\$ 54.86</u>	<u>\$ -</u>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Redemption Account Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	0.43	0.28	0.43	0.31	0.31
<b>Total Collections</b>	<u>0.43</u>	<u>0.28</u>	<u>0.43</u>	<u>0.31</u>	<u>0.31</u>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service	-	-	-	-	-
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>0.43</u>	<u>0.28</u>	<u>0.43</u>	<u>0.31</u>	<u>0.31</u>
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund transfers</b>					
Transfers in	-	-	-	-	-
Transfers out	-	-	(10.57)	-	(10.76)
<b>Total fund transfers</b>	<u>-</u>	<u>-</u>	<u>(10.57)</u>	<u>-</u>	<u>(10.76)</u>
Increase (decrease) in cash	0.43	0.28	(10.14)	0.31	(10.45)
Cash balance at beginning of period	9.71	10.14	10.14	10.14	10.45
<b>Cash balance at end of period</b>	<u>\$ 10.14</u>	<u>\$ 10.42</u>	<u>\$ -</u>	<u>\$ 10.45</u>	<u>\$ -</u>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Refunding Account Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
<b>Total Collections</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Increase (decrease) in cash from operations	-	-	-	-	-
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund transfers</b>					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
<b>Total fund transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
<b>Cash balance at end of period</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Extraordinary Expense Fund Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	902.62	960.33	891.86	1,047.63	1,047.63
<b>Total Collections</b>	<u>902.62</u>	<u>960.33</u>	<u>891.86</u>	<u>1,047.63</u>	<u>1,047.63</u>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service	-	-	-	-	-
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>902.62</u>	<u>960.33</u>	<u>891.86</u>	<u>1,047.63</u>	<u>1,047.63</u>
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund transfers</b>					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
<b>Total fund transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	902.62	960.33	891.86	1,047.63	1,047.63
Cash balance at beginning of period	<u>20,567.17</u>	<u>21,469.79</u>	<u>21,459.03</u>	<u>21,469.79</u>	<u>22,517.42</u>
Cash balance at end of period	<u>\$ 21,469.79</u>	<u>\$ 22,430.12</u>	<u>\$ 22,350.89</u>	<u>\$ 22,517.42</u>	<u>\$ 23,565.05</u>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Cost of Issuance Account Comparison**

	2023 (Actual)	2024 (Year to Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
<b>Total Collections</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Disbursements</b>					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
<b>Total Disbursements</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Increase (decrease) in cash from operations	-	-	-	-	-
<b>Bond/Note Activity</b>					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
<b>Total Bond Activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund transfers</b>					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
<b>Total fund transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
<b>Cash balance at end of period</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Fund Statement (2023 Fiscal Year Actual)**

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
<b>Collections</b>											
CID Sales Tax Revenue	\$ 40,875.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,875.93
CID Special Assessment	209,416.98	-	-	-	-	-	-	-	-	-	209,416.98
Interest	-	324.24	1,036.11	547.39	-	146.09	0.43	-	902.62	-	2,956.88
<b>Total Collections</b>	250,292.91	324.24	1,036.11	547.39	-	146.09	0.43	-	902.62	-	253,249.79
<b>Disbursements</b>											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,000.00	-	-	-	-	-	-	10,000.00
Audit Fees	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	-	-	-	-	-	-	-	-
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	206,341.30	-	-	-	-	206,341.30
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	-	3,000.00	-	10,000.00	-	206,341.30	-	-	-	-	219,341.30
<b>Increase (decrease) in cash from operations</b>	250,292.91	(2,675.76)	1,036.11	(9,452.61)	-	(206,195.21)	0.43	-	902.62	-	33,908.49
<b>Bond/Note Proceeds</b>											
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
<b>Total Bond Activity</b>	-	-	-	-	-	-	-	-	-	-	-
<b>Transfers in</b>											
Transfers out	(221,808.68)	38,042.93	172,551.50	11,214.25	-	206,204.25	-	-	-	-	428,012.93
Total fund transfers	(221,808.68)	(32,618.33)	(173,585.92)	11,214.25	-	206,204.25	-	-	-	-	(428,012.93)
<b>Increase (decrease) in cash</b>	28,484.23	2,748.84	1.69	1,761.64	-	9.04	0.43	-	902.62	-	33,908.49
Cash balance at beginning of period	-	9,446.58	-	10,009.91	-	6.63	9.71	-	20,567.17	-	40,040.00
<b>Cash balance at end of period</b>	\$ 28,484.23	\$ 12,195.42	\$ 1.69	\$ 11,771.55	\$ -	\$ 15.67	\$ 10.14	\$ -	\$ 21,469.79	\$ -	\$ 73,948.49

**Fountain Lakes Commerce Center North CID  
Fund Statement (2024 Year-to-Date)\***

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
<b>Collections</b>											
CID Sales Tax Revenue	\$ 49,044.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,044.94
CID Special Assessment	167,225.16	-	-	-	-	-	-	-	-	-	167,225.16
Interest	-	398.76	1,240.31	593.86	-	311.47	0.28	-	960.33	-	3,505.01
<b>Total Collections</b>	<b>216,270.10</b>	<b>398.76</b>	<b>1,240.31</b>	<b>593.86</b>	<b>-</b>	<b>311.47</b>	<b>0.28</b>	<b>-</b>	<b>960.33</b>	<b>-</b>	<b>219,775.11</b>
<b>Disbursements</b>											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	-	-	-	-	-	-	-	-
Audit Fees	-	-	-	10,008.88	-	-	-	-	-	-	10,008.88
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	-	-	-	-	-	-	-	-
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	237,387.23	-	-	-	-	237,387.23
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	<b>-</b>	<b>3,000.00</b>	<b>-</b>	<b>10,008.88</b>	<b>-</b>	<b>237,387.23</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,396.11</b>
<b>Increase (decrease) in cash from operations</b>	<b>216,270.10</b>	<b>(2,601.24)</b>	<b>1,240.31</b>	<b>(9,415.02)</b>	<b>-</b>	<b>(237,075.76)</b>	<b>0.28</b>	<b>-</b>	<b>960.33</b>	<b>-</b>	<b>(30,621.00)</b>
<b>Bond/Note Proceeds</b>											
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
<b>Total Bond Activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Transfers in</b>											
Transfers out	(244,754.33)	44,071.91	190,805.33	9,877.09	-	237,086.63	-	-	-	-	481,840.96
Total fund transfers	(244,754.33)	(45,044.81)	(192,041.82)	-	-	-	-	-	-	-	(481,840.96)
		(972.90)	(1,236.49)	9,877.09	-	237,086.63	-	-	-	-	-
<b>Increase (decrease) in cash</b>	<b>(28,484.23)</b>	<b>(3,574.14)</b>	<b>3.82</b>	<b>462.07</b>	<b>-</b>	<b>10.87</b>	<b>0.28</b>	<b>-</b>	<b>960.33</b>	<b>-</b>	<b>(30,621.00)</b>
Cash balance at beginning of period	28,484.23	12,195.42	1.69	11,771.55	-	15.67	10.14	-	21,469.79	-	73,948.49
<b>Cash balance at end of period</b>	<b>\$ -</b>	<b>\$ 8,621.28</b>	<b>\$ 5.51</b>	<b>\$ 12,233.62</b>	<b>\$ -</b>	<b>\$ 26.54</b>	<b>\$ 10.42</b>	<b>\$ -</b>	<b>\$ 22,430.12</b>	<b>\$ -</b>	<b>\$ 43,327.49</b>

\*As of 11/18/2024

**Fountain Lakes Commerce Center North CID  
Fund Statement (2024 Original Budget)**

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
<b>Collections</b>											
CID Sales Tax Revenue	\$ 40,000.00	\$ -	-	-	-	-	-	-	\$ -	-	\$ 40,000.00
CID Special Assessment	196,588.94	-	1,130.30	546.27	-	159.29	0.43	-	-	-	196,588.94
Interest	-	330.58	-	-	-	-	-	-	891.86	-	3,058.73
<b>Total Collections</b>	236,588.94	330.58	1,130.30	546.27	-	159.29	0.43	-	891.86	-	239,647.67
<b>Disbursements</b>											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,000.00	-	-	-	-	-	-	10,000.00
Audit Fees	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	500.00	-	-	-	-	-	-	500.00
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	235,768.37	-	-	-	-	235,768.37
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	-	3,000.00	-	10,500.00	-	235,768.37	-	-	-	-	249,268.37
Increase (decrease) in cash from operations	236,588.94	(2,669.42)	1,130.30	(9,953.73)	-	(235,609.08)	0.43	-	891.86	-	(9,620.70)
<b>Bond/Note Proceeds</b>											
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
<b>Total Bond Activity</b>	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	40,000.00	196,588.94	9,878.21	-	235,580.21	-	-	-	-	482,047.36
Transfers out	(236,588.94)	(47,611.80)	(197,836.05)	-	-	-	(10.57)	-	-	-	(482,047.36)
<b>Total fund transfers</b>	(236,588.94)	(7,611.80)	(1,247.11)	9,878.21	-	235,580.21	(10.57)	-	-	-	-
Increase (decrease) in cash	-	(10,281.22)	(116.81)	(75.52)	-	(28.87)	(10.14)	-	891.86	-	(9,620.70)
Cash balance at beginning of period	-	10,281.22	116.81	11,770.43	-	28.87	10.14	-	21,459.03	-	43,666.50
<b>Cash balance at end of period</b>	\$ -	\$ -	\$ -	\$ 11,694.92	\$ -	\$ -	\$ -	\$ -	\$ 22,350.89	\$ -	\$ 34,045.81

**Fountain Lakes Commerce Center North CID  
Fund Statement (2024 Amended Budget)**

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account*	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
<b>Collections</b>											
CID Sales Tax Revenue	\$ 53,503.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,503.57
CID Special Assessment	167,225.16	-	1,240.31	647.85	-	339.79	0.31	-	-	-	167,225.16
Interest	-	435.01	-	-	-	-	-	-	1,047.63	-	3,710.89
<b>Total Collections</b>	<b>220,728.73</b>	<b>435.01</b>	<b>1,240.31</b>	<b>647.85</b>	<b>-</b>	<b>339.79</b>	<b>0.31</b>	<b>-</b>	<b>1,047.63</b>	<b>-</b>	<b>224,439.62</b>
<b>Disbursements</b>											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	-	-	-	-	-	-	-	-
Audit Fees	-	-	-	10,008.88	-	-	-	-	-	-	10,008.88
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	-	-	-	-	-	-	-	-
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	237,387.23	-	-	-	-	237,387.23
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	<b>-</b>	<b>3,000.00</b>	<b>-</b>	<b>10,008.88</b>	<b>-</b>	<b>237,387.23</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,396.11</b>
<b>Increase (decrease) in cash from operations</b>	<b>220,728.73</b>	<b>(2,564.99)</b>	<b>1,240.31</b>	<b>(9,361.03)</b>	<b>-</b>	<b>(237,047.44)</b>	<b>0.31</b>	<b>-</b>	<b>1,047.63</b>	<b>-</b>	<b>(25,956.49)</b>
<b>Bond/Note Proceeds</b>											
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
<b>Total Bond Activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers in	-	48,530.54	190,805.33	9,877.09	-	237,086.63	-	-	-	-	486,299.59
Transfers out	(249,212.96)	(45,044.81)	(192,041.82)	-	-	-	-	-	-	-	(486,299.59)
<b>Total fund transfers</b>	<b>(249,212.96)</b>	<b>3,485.73</b>	<b>(1,236.49)</b>	<b>9,877.09</b>	<b>-</b>	<b>237,086.63</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Increase (decrease) in cash</b>	<b>(28,484.23)</b>	<b>920.74</b>	<b>3.82</b>	<b>516.06</b>	<b>-</b>	<b>39.19</b>	<b>0.31</b>	<b>-</b>	<b>1,047.63</b>	<b>-</b>	<b>(25,956.49)</b>
<b>Cash balance at beginning of period</b>	<b>28,484.23</b>	<b>12,195.42</b>	<b>1.69</b>	<b>11,771.55</b>	<b>-</b>	<b>15.67</b>	<b>10.14</b>	<b>-</b>	<b>21,469.79</b>	<b>-</b>	<b>73,948.49</b>
<b>Cash balance at end of period</b>	<b>\$ -</b>	<b>\$ 13,116.16</b>	<b>\$ 5.51</b>	<b>\$ 12,287.61</b>	<b>\$ -</b>	<b>\$ 54.86</b>	<b>\$ 10.45</b>	<b>\$ -</b>	<b>\$ 22,517.42</b>	<b>\$ -</b>	<b>\$ 47,992.00</b>

**Fountain Lakes Commerce Center North CID  
Fund Statement (2025 Budget)**

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
<b>Collections</b>											
CID Sales Tax Revenue	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
CID Special Assessment	196,588.93	-	-	647.85	-	339.79	0.31	-	-	-	196,588.93
Interest	-	435.01	1,240.31	-	-	-	-	-	1,047.63	-	3,710.89
<b>Total Collections</b>	256,588.93	435.01	1,240.31	647.85	-	339.79	0.31	-	1,047.63	-	260,299.82
<b>Disbursements</b>											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,000.00	-	-	-	-	-	-	10,000.00
Audit Fees	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	250.00	-	-	-	-	-	-	250.00
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	258,997.32	-	-	-	-	258,997.32
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	-	3,000.00	-	10,250.00	-	258,997.32	-	-	-	-	272,247.32
<b>Increase (decrease) in cash from operations</b>	256,588.93	(2,564.99)	1,240.31	(9,602.15)	-	(258,657.53)	0.31	-	1,047.63	-	(11,947.50)
<b>Bond/Note Proceeds</b>											
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
<b>Total Bond Activity</b>	-	-	-	-	-	-	-	-	-	-	-
<b>Transfers in</b>											
Transfers in	-	50,205.99	196,588.93	9,794.01	-	258,602.67	-	-	-	-	515,191.60
Total fund transfers	(256,588.93)	(60,757.16)	(197,834.75)	9,794.01	-	258,602.67	(10.76)	-	-	-	(515,191.60)
<b>Increase (decrease) in cash</b>	-	(13,116.16)	(5.51)	191.86	-	(54.86)	(10.45)	-	1,047.63	-	(11,947.50)
Cash balance at beginning of period	-	13,116.16	5.51	12,287.61	-	54.86	10.45	-	22,517.42	-	47,992.01
<b>Cash balance at end of period</b>	\$ -	\$ -	\$ -	\$ 12,479.46	\$ -	\$ -	\$ -	\$ -	\$ 23,565.05	\$ -	\$ 36,044.51

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Comm. of Whole

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 3

Sponsor(s): N/A

**Description:**

Receipt of the Annual Report Fiscal Year Ending December 31, 2024 as Submitted by the Board of Directors of the Riverpointe Phase 3 Community Improvement District

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Fiscal Year Ending December 31, 2024 for the Riverpointe Phase 3 Community Improvement District is submitted to the City Council for receipt.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA Prepared by KSH On Behalf of N/A  
City Clerk Staff: \_\_\_\_\_ Council Member(s): \_\_\_\_\_ Dept. Dir.: \_\_\_\_\_



GILMORE BELL

One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 29, 2025

**VIA ELECTRONIC MAIL**

Ms. Kimberly Hudson  
City Clerk  
City of St. Charles  
200 North 2<sup>nd</sup> Street  
4<sup>th</sup> Floor, Room 402  
St. Charles, Missouri 63301

Ms. Michelle Hataway  
Director  
Missouri Department of Economic Development  
301 West High Street, Suite 680  
Jefferson City, Missouri 65101

Re: Riverpointe Phase 3 Community Improvement District

Dear Ms. Hudson and Ms. Hataway:

Pursuant to Section 67.1471.4 of the Revised Statutes of Missouri, as amended, enclosed is the Annual Report for the above-referenced District for the fiscal year ended December 31, 2024.

**The City is required to make this report a part of its official records and cause it “to be spread upon the records of the City.”**

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Mark A. Spykerman

SWC:etm  
Enclosure

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**RIVERPOINTE PHASE 3  
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL REPORT  
FISCAL YEAR ENDED DECEMBER 31, 2024**

Submitted to the

City of Saint Charles, Missouri

and the

Missouri Department of Economic Development

April 29, 2025

**BOARD OF DIRECTORS**

Larry Dobrosky, Chairman and Director  
Brad Temme, Vice Chairman and Director  
Kory Goodson, Assistant Treasurer and Director  
Zach Tusinger, Assistant Secretary and Director  
Daniel Mann, Director

---

Prepared by:

Gilmore & Bell, P.C.,  
St. Louis, Missouri

## **RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT**

### **BACKGROUND**

On December 2, 2020, the Riverpointe Phase 3 Community Improvement District (the “District”) was created by the City of St. Charles, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”). The District is located south of Interstate 70, east of South River Road, and west of the Missouri River, consisting of approximately 11.05 acres within the municipal boundaries of the City.

The District was established to provide funding for the construction and maintenance of various public improvements (the “Project”) within the District. The improvements contemplated as part of the Project will include, without limitation, construction, demolition, removal and replacement, relocation, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to, demolition, earth work, erosion control, paving, drainage systems and retention, seawalls, and improvements to storefronts and building facades, walls, parking lots, parking garages, pedestrian walkways, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, trails, patios, signage and other fixtures, and associated or other traffic or parking improvements, traffic signals, crosswalks, utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

### **ISSUANCE OF DEBT**

As of December 31, 2024, the District has not incurred or issued any debt.

### **REVENUE SOURCES**

On September 13, 2024, the Board of Directors of the District authorized the imposition of a one percent (1%) sales and use tax on all retail sales made within the District (the “District Sales Tax”). The District Sales Tax began on April 1, 2025.

### **REVENUE/EXPENDITURES**

Attached as **Exhibit A** is a table showing the revenues and expenditures of the District as of December 31, 2024. These figures are unaudited.

### **GOVERNANCE STRUCTURE**

The Board of Directors is comprised of five representatives, appointed by the Mayor of the City with the consent of the City Council. Attached as **Exhibit B** is a copy of all written resolutions approved by the Board of Directors during the fiscal year ended December 31, 2024.

### **DISTRICT ADMINISTRATOR**

Gilmore & Bell, P.C.

**EXHIBIT A**  
**REVENUES AND EXPENSES**

**Riverpointe Phase 3 Community Improvement District**  
 Unaudited Financial Statements for Fiscal Year Ended December 31, 2024

		2024 Actual
<b>Collections</b>		
Sales Tax Revenue	\$	-
City Contribution		486.20
Interest		-
		-
<b>Total Collections</b>		486.20
<b>Disbursements</b>		
Bank Fees		-
Legal Fees		-
Insurance		-
District Administration Fees		-
Fiscal Agent Fees		-
Miscellaneous		486.20
		486.20
<b>Total Disbursements</b>		486.20
Increase (decrease) in cash from operations		-
<b>Fund Transfers</b>		
Transfers in		-
Transfers out		-
		-
<b>Total fund transfers</b>		-
Increase (decrease) in cash		-
Cash balance at beginning of period		-
		-
<b>Cash balance at end of period</b>	<b>\$</b>	<b>-</b>

**EXHIBIT B**  
**RESOLUTIONS**

**RESOLUTION NO. 2024-1**

**A RESOLUTION APPOINTING OFFICERS OF THE DISTRICT.**

**WHEREAS**, the Riverpointe Phase 3 Community Improvement District (the "District") is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

**WHEREAS**, the District's Bylaws require the District's Board of Directors to appoint annually a chairman, vice chairman, treasurer, assistant treasurer, secretary, assistant secretary and such other officers as may be deemed appropriate;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
<u>Larry Dobrosky</u>	Chairman
<u>Brad Temme</u>	Vice Chairman
<u>Mike Klinghammer</u>	Treasurer
<u>Kory Goodson</u>	Assistant Treasurer
<u>Holly Magdziarz</u>	Secretary
<u>Zach Tusinger</u>	Assistant Secretary

**Section 2.** Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

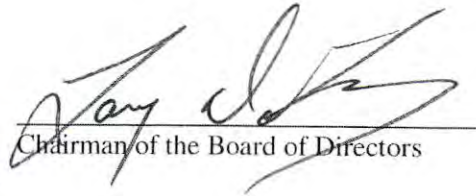
**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

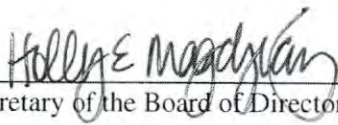
**PASSED** this June 17, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-2**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ENGAGEMENT LETTER WITH THE LAW FIRM OF  
GILMORE & BELL, P.C. TO ACT AS GENERAL COUNSEL TO  
THE DISTRICT.**

**WHEREAS**, Section 67.1461 of the Revised Statutes of Missouri, grants to community improvement districts the power necessary to carry out and effectuate the purposes of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri; and

**WHEREAS**, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") wishes to employ Gilmore & Bell, P.C. as General Counsel to the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Chairman of the District is authorized to execute, and the Secretary is authorized to attest, on behalf of the District, an engagement letter with the law firm of Gilmore & Bell, P.C., substantially in the form attached hereto as **Exhibit A** and incorporated fully herein, for the provision of legal services related to the District.

**Section 2.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of Page Intentionally Left Blank.]*

PASSED this June 17, 2024.



*[Handwritten Signature]*  
\_\_\_\_\_  
Chairman of the Board of Directors

(SEAL)

ATTEST:

*Holly E. Magdman*  
\_\_\_\_\_  
Secretary of the Board of Directors

**EXHIBIT A**

**ENGAGEMENT LETTER WITH GILMORE & BELL, P.C.**



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

June 17, 2024

Members of the Board of Directors  
Riverpointe Phase 3 Community Improvement District

Re: Legal Services Relating to the Riverpointe Phase 3 Community Improvement District

Ladies and Gentlemen:

Thank you for selecting Gilmore & Bell, P.C. as your counsel for legal services related to the District.

#### **Scope of Representation**

Gilmore & Bell, P.C. will represent the District as General Counsel.

#### **Terms of Engagement**

The District's execution of this letter will ratify the services we have provided to date and will authorize our firm to bill the District for legal services performed in connection with the formation and administration of the District. Our representation of the District will end when we send you our final statement for services rendered in accordance with this engagement; provided, however, that the services provided hereunder will cease on December 31, 2025, unless our engagement is extended by the District. At your request, we will return your papers and property to you upon termination of the engagement. We will retain our own files related to the matters handled by the firm. We reserve the right to destroy or dispose of them within a reasonable time after the engagement has terminated. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct for attorneys.

#### **Fees and Expenses**

(a) Our fee for providing the services as General Counsel to the District will be an annual fee of \$4,500 per fiscal year, payable at the conclusion of each fiscal year (or such other time as may be mutually agreed upon from time to time).

(b) In addition to the annual fee charged pursuant to paragraph (a) above, additional fees may be charged in the event of an issuance of notes, bonds or other obligations by or on behalf of the District. Such fees will be determined when the structure and scope of any note, bond or other obligation is ascertainable. We expect such additional fees will be paid from the proceeds of any such notes, bonds or other obligations.

(c) In addition to the fees set forth in (a) and (b) above, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the transaction, such as travel, postage, deliveries, photocopying and similar expenses.

**Conflicts**

To reduce recurring conflict problems, we have adopted a policy on this matter. We will represent the District under the condition that it consents in advance to our representation in other matters of clients whose interests may conflict with the District's interests so long as we, in our employment, do not become privy to confidential information that would be relevant in our representation of another client with adverse interests. In addition, Gilmore & Bell, P.C. reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you and/or any individual members or the entities represented by those individual members, including litigation in which they or their members or such entities are parties.

**General**

To ensure our efficient and effective counsel, we understand that you will provide us with all information known or available to you relevant to our representation and you will pay our statements for services and expenses according to this agreement.

If the foregoing terms of this engagement are acceptable, please so indicate by returning a copy to me, retaining one original for your files. We appreciate the opportunity to work with you.

Very truly yours,



Mark A. Spykerman

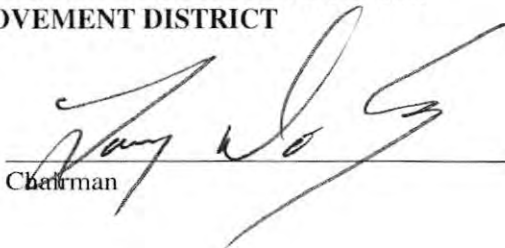
MAS:etm

**ACCEPTED and APPROVED:**

Date: June 17, 2024

**RIVERPOINTE PHASE 3 COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Title: Chairman



**RESOLUTION NO. 2024-4**

**A RESOLUTION ADOPTING A POLICY CONCERNING OPEN MEETINGS AND RECORDS.**

**WHEREAS**, Section 610.028.2 of the Revised Statutes of Missouri requires each political subdivision to provide a reasonable written policy in compliance with Sections 610.010 to 610.030 of the Revised Statutes of Missouri regarding the release of information on any meeting, record or vote;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Riverpointe Phase 3 Community Improvement District (the "District") hereby adopts the open meetings and records policy attached hereto as **Exhibit A** to apply to the Board of Directors of the District and to all boards, commissions, committees, and other governmental bodies of the District.

**Section 2.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

**PASSED** this June 17, 2024.



(SEAL)

ATTEST:

  
Chairman of the Board of Directors

  
Secretary of the Board of Directors

## EXHIBIT A

### OPEN MEETINGS AND RECORDS POLICY

**Section 1.** All meetings, records and votes of all boards, commissions, committees or governmental bodies of the Riverpointe Phase 3 Community Improvement District (the "District") are open to the public, except any governmental body may close any meeting, record or vote relating to the following:

(a) Legal actions, causes of action or litigation involving the governmental body and any confidential or privileged communications between the governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving the governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of the governmental body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of Section 610.011 of the Revised Statutes of Missouri, however, the amount of any moneys paid by, or on behalf of, the governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

(b) Leasing, purchase or sale of real estate by the governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by the governmental body shall be made public upon execution of the lease, purchase or sale of the real estate;

(c) Hiring, firing, disciplining or promoting of particular employees by the governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by the governmental body, to hire, fire, promote or discipline an employee of the governmental body must be made available with a record of how each member voted to the public within 72 hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the 72-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;

(d) Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

(e) Testing and examination materials, before the test or examination is given, or if it is to be given again, before so given again;

(f) Welfare cases of identifiable individuals;

- (g) Preparation, including any discussions or work product, on behalf of the governmental body or its representatives for negotiations with employee groups;
- (h) Software codes for electronic data processing and documentation thereof;
- (i) Specifications for competitive bidding, until either the specifications are officially approved by the governmental body or the specifications are published for bid;
- (j) Sealed bids and related documents until the bids are opened and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed or all proposals are rejected;
- (k) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such;
- (l) Records which are protected from disclosure by law;
- (m) Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;
- (n) Records relating to municipal hotlines established for the reporting of abuse and wrongdoing;
- (o) Confidential or privileged communications between the governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open;
- (p) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, the governmental body for such computer, computer system, computer network, or telecommunications network shall be open;
- (q) Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the governmental body and a person or entity doing business with the governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of the governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by the governmental body; and
- (r) Any other meeting, record or vote that may, from time to time, be authorized by Missouri law to be closed to the public.

**Section 2.** All records that may be closed are hereby deemed closed records unless the governmental body votes to make them public. Before closing a meeting or vote to the public, a majority of a quorum of the governmental body must vote to do so in a public vote. The vote of each member of the governmental body on the question of closing the meeting or vote and the reason for closing the meeting or vote by reference to a specific exception listed in **Section 1** shall be announced publicly at an open meeting of the governmental body and entered into the minutes.

**Section 3.** The governmental body shall give notice of the time, date and place of a closed meeting or vote and the reason for holding it by reference to a specific exception listed in **Section 1**. The notice shall be the same as described in **Section 4**. No other business may be discussed in a closed meeting, record or vote which does not directly relate to the specific reason announced to close the meeting or vote to the public. The governmental body holding a closed meeting shall close only an existing portion of the meeting facility necessary to house the members of the governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the governmental body following the closed session.

**Section 4.** The governmental body shall give notice of the time, date, place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered. The notice shall be placed on the appropriate bulletin board at the St. Charles City Hall, 200 North Second Street, St. Charles, Missouri, and at the principal meeting place of the governmental body if the meeting place is not at the St. Charles City Hall. Notice shall be given at least 24 hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of the meeting. If an emergency makes it impossible or impractical to give 24-hour notice, the reason must be reflected in the minutes, and as much notice as is reasonably possible shall be given. Notice shall also be provided to any representative of the news media who requests notice of a particular meeting concurrent with the notice being made available to the members of the governmental body. Notwithstanding anything to the contrary contained herein, the governmental body shall give four days' notice, exclusive of weekends and holidays when the facility is closed, of any such meetings where four days' notice is required by Section 67.2725 of the Revised Statutes of Missouri.

**Section 5.** The meeting place must be reasonably accessible and must be reasonably convenient to the public. At any meeting conducted by telephone or other electronic means, the public shall be allowed to observe and attend the meeting at a designated location identified in the notice of the meeting. Reasonable efforts must be made to grant special access to the meeting to handicapped or disabled individuals. If it is not possible or not practical to hold the meeting at a reasonable place or time, then the reason must be stated in the minutes.

**Section 6.** A formally constituted subunit of the District may conduct a meeting without notice as required by this policy during a lawful meeting of the Board of Directors of the District, a recess in that meeting, or immediately following that meeting if the meeting of the subunit is publicly announced at the meeting of the Board of Directors of the District and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the Board of Directors of the District.

**Section 7.** Gilmore & Bell, P.C., as General Counsel, shall be the custodian of records and will be responsible for maintenance and control of all records. Fees for copying public records shall not exceed the actual cost of document search and duplication. Copies of records of the District shall be furnished to the public as provided in Section 610.026 of the Revised Statutes of Missouri.

**Section 8.** The General Counsel shall provide public access to all public records as soon as possible but no later than the end of the third business day following the date the request is received by the General Counsel. If access to the public record is not granted immediately, the General Counsel shall

give a detailed explanation for the delay and the place and earliest time and date that the record will be available for inspection. If a request for access is denied, the General Counsel shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request for the statement is received.

\* \* \*

## RESOLUTION NO. 2024-5

### **A RESOLUTION AUTHORIZING THE DISTRICT'S GENERAL COUNSEL OR ANY OFFICER OF THE DISTRICT TO PERFORM CERTAIN ACTIONS IN CONNECTION WITH THE ONGOING OPERATION AND ADMINISTRATION OF THE DISTRICT.**

**WHEREAS**, Section 67.1461 of the Revised Statutes of Missouri grants to community improvement districts the power necessary to carry out and effectuate the purposes of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

**WHEREAS**, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") finds it necessary and desirable to authorize the District's General Counsel and officers of the District to perform certain actions in connection with the ongoing operation and administration of the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The District hereby authorizes the District's General Counsel or any officer of the District to prepare and formulate an annual budget proposal and annual report in accordance with Section 67.1471 of the Revised Statutes of Missouri. The District's General Counsel or any officer of the District is hereby further authorized to submit such budget proposal and annual report to the City of St. Charles, Missouri and the Missouri Department of Economic Development, as applicable and as required by law.

**Section 2.** The District hereby authorizes the District's General Counsel or any officer of the District to distribute the annual financial statements of the District to the Missouri State Auditor in accordance with Section 105.145 of the Revised Statutes of Missouri. If audited financial statements are not available, the General Counsel or any officer or representative of the District is hereby further authorized to prepare and distribute unaudited financial statements of the District.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

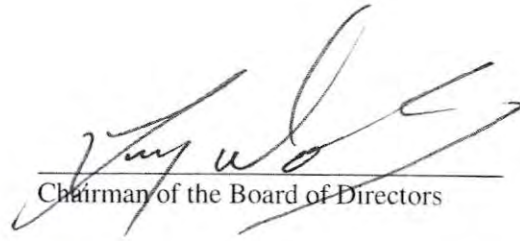
**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

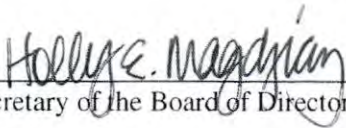
PASSED this June 17, 2024.



(SEAL)

ATTEST:

  
Chairman of the Board of Directors

  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-6**

**A RESOLUTION AUTHORIZING CERTAIN OFFICERS AND REPRESENTATIVES OF THE DISTRICT TO RECEIVE AND REVIEW THE REPORTS PREPARED BY THE MISSOURI DEPARTMENT OF REVENUE IN CONNECTION WITH THE COLLECTION AND ADMINISTRATION OF THE DISTRICT'S SALES TAX.**

**WHEREAS**, on June 17, 2024, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") intends to adopt Resolution No. 2024-8 imposing a sales and use tax at the rate of one percent (1%) on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, with certain exceptions listed in the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), for the purpose of financing the costs of certain improvements within the District and paying the costs of operating and administering the District (the "CID Sales Tax"); and

**WHEREAS**, Section 67.1461 of the CID Act grants the District the power necessary to carry out and effectuate the purposes of the CID Act; and

**WHEREAS**, the Board of Directors of the District finds it necessary and desirable to authorize certain officers and representatives of the District to receive and review the reports prepared by the Missouri Department of Revenue in connection with the collection and administration of the CID Sales Tax;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The District hereby authorizes all officers of the District and the District's General Counsel to receive and review the reports prepared by the Missouri Department of Revenue in connection with the collection and administration of the CID Sales Tax. The District hereby acknowledges that, pursuant to Section 32.057 of the Revised Statutes of Missouri, the information contained in such reports is confidential, and such officers of the District and the District's General Counsel will at all times safeguard and keep all information secret and confidential until such time, if ever, as such information becomes available to the general public, and will not, without the prior written consent of District, disclose any of said information. The District hereby further acknowledges that if any such officers of the District or the District's General Counsel discloses or causes the unauthorized disclosure of said information, such individual may, upon conviction, be guilty of a class E felony pursuant to Section 32.057 of the Revised Statutes of Missouri.

**Section 2.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions

without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

**PASSED** this June 17, 2024.



(SEAL)

ATTEST:

Chairman of the Board of Directors

Secretary of the Board of Directors

**RESOLUTION NO. 2024-7**

**A RESOLUTION APPROVING A BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024.**

**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri, requires each political subdivision to prepare an annual budget; and

**WHEREAS**, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") hereby finds and determines that it is necessary to adopt a budget for the District's fiscal year ending December 31, 2024 (the "2024 Budget");

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Board of Directors of the District hereby adopts the 2024 Budget, attached hereto as **Exhibit A** and is incorporated herein by reference.

**Section 2.** The amounts set forth on the 2024 Budget are hereby appropriated for the purposes set forth therein for the 2024 fiscal year.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

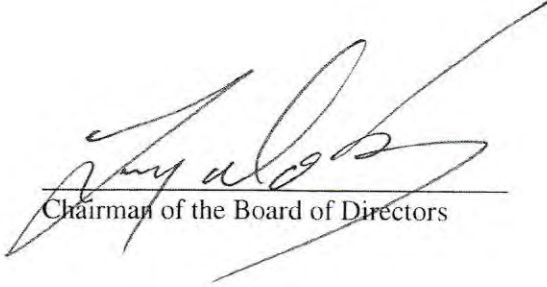
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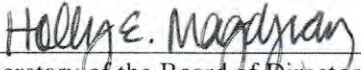
PASSED this June 17, 2024.



(SEAL)

ATTEST:

  
Chairman of the Board of Directors

  
Secretary of the Board of Directors

**EXHIBIT A**

**ANNUAL BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2024**

**RIVERPOINTE  
COMMUNITY IMPROVEMENT  
DISTRICT**

**BUDGET FOR  
THE FISCAL YEAR ENDING  
DECEMBER 31, 2024**

## RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT

### BUDGET MESSAGE

#### BACKGROUND

The Riverpointe Phase 3 Community Improvement District (the "District") was created on December 2, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-174 of the City of St. Charles, Missouri.

#### ISSUANCE OF DEBT

The District has no outstanding obligations.

#### REVENUE SOURCES

The District intends to impose a 1.0% community improvement district sales and use tax (the "CID Sales Tax"). No CID Sales Tax revenues are expected for the fiscal year ending December 31, 2024.

#### EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY

*Fiscal Year Ending December 31, 2024 budget:*

- Total estimated revenues of \$0.
- Total estimated disbursements of \$0.

#### BUDGET PERIOD

This budget relates to the period beginning January 1, 2024 and ending December 31, 2024.

Respectfully Submitted,

  
\_\_\_\_\_  
Treasurer  
Riverpointe Phase 3 Community Improvement District

**RESOLUTION NO. 2024-8**

**A RESOLUTION IMPOSING A COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX, CALLING AN ELECTION THEREFOR, AND PRESCRIBING THE FORMS AND ADMINISTRATIVE RULES AND REGULATIONS FOR REPORTING AND COLLECTING THE COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX.**

**WHEREAS**, in accordance with the provisions of Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), the Riverpointe Phase 3 Community Improvement District (the "District") intends to impose a one percent (1.0%) sales and use tax (the "CID Sales Tax") on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, with certain exceptions listed in the CID Act, and call an election therefor; and

**WHEREAS**, pursuant to Section 67.1545 of the CID Act, this Resolution shall not be effective unless and until the Board of Directors of the District submits to the qualified voters of the District a proposal to authorize the Board of Directors of the District to impose the CID Sales Tax;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** Subject to the approval of a majority of the qualified voters of the District voting thereon by mail-in ballot in accordance with Section 67.1545.1 of the CID Act, there is hereby imposed, effective January 1, 2025, a one percent (1.0%) community improvement district sales and use tax on all retail sales within the District which are subject to taxation under Sections 144.010 to 144.525 of the Revised Statutes of Missouri (the "Sales Tax Law"), and the rules and regulations of the director of revenue issued pursuant thereto, for the purpose of providing revenues to pay eligible costs in accordance with the CID Act. The CID Sales Tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

**Section 2.** The CID Sales Tax is hereby imposed upon all such sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail, to the extent and in the manner provided in the Sales Tax Law, and the rules and regulations of the director of revenue issued pursuant thereto, except that the rate of the tax shall be as prescribed herein. Notwithstanding the foregoing, the use tax portion of the CID Sales Tax shall be imposed to the extent permitted by law.

**Section 3.** Promptly after adoption of this Resolution, there shall be submitted to the "qualified voters" (as that term is defined and used in the CID Act) of the District, by mail-in ballot, a proposal to authorize the CID Sales Tax in substantially the following form:

**Shall the Riverpointe Phase 3 Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?**

**Section 4.** The form of the Notice of Election for said election, a copy of which is attached hereto as **Exhibit A**, is hereby approved. The District's General Counsel is hereby authorized to make any changes necessary to the form of the notice as may be required by the St. Charles County Election Authority.

**Section 5.** If a majority of the votes cast by the qualified voters on the proposed CID Sales Tax are in favor of the tax, then this Resolution is adopted. If a majority of the votes cast by the qualified voters are opposed to the CID Sales Tax, then this Resolution is void. The District shall pay for any costs for the printing of ballots, as reasonably required by the St. Charles County Election Authority.

**Section 6.** The District's General Counsel is hereby authorized to (a) notify the St. Charles County Election Authority of the election in substantially the form attached as **Exhibit B** hereto and (b) if the proposal is approved, within 10 days after the qualified voters have approved the proposal, notify the Director of the Department of Revenue in accordance with Section 67.1545 of the CID Act and Section 32.087 of the Revised Statutes of Missouri, in substantially the form attached as **Exhibit C** hereto and mailed by first-class United States mail, return receipt requested. The CID Sales Tax shall become effective on the first day of the second calendar quarter after the Director of the Department of Revenue receives notice of the adoption of the CID Sales Tax (January 1, 2025).

**Section 7.** Every retailer within the District that is subject to the CID Sales Tax shall add the CID Sales Tax imposed to the retailer's sale price, and when so added, such tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price.

**Section 8.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

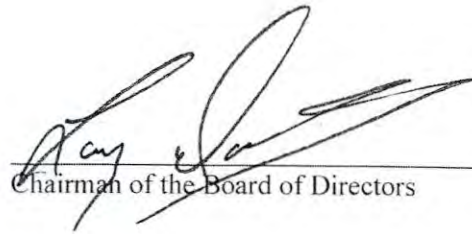
**Section 9.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 10.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of Page Intentionally Left Blank.]*

PASSED this June 25, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**

**NOTICE OF ELECTION  
RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT**

Notice is hereby given to the qualified voters of the Riverpointe Phase 3 Community Improvement District (the "District") that the Board of Directors of the District has called an election to be held in the District on **September 3, 2024**, via mail-in ballot, on the proposition contained in the following sample ballot:

**OFFICIAL BALLOT**

**MAIL-IN ELECTION  
RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT  
PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX  
SEPTEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Phase 3 Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

The approval of the proposition will authorize the imposition of a one percent (1.0%) sales tax, to be collected in addition to the other sales taxes provided for by law, on all receipts from the sale at retail of all tangible personal property or taxable services at retail within the Riverpointe Phase 3 Community Improvement District that are subject to taxation under the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri.

The election will be held via mail-in ballot. All qualified voters have been mailed ballots. Completed ballots must be returned to the St. Charles County Election Authority, 397 Turner Boulevard, St. Peters, Missouri 63376 **no later than 5:00 p.m. on September 3, 2024.**

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kurt Bahr  
St. Charles County Election Authority

**EXHIBIT B**

**NOTICE TO ELECTION AUTHORITY**

July 1, 2024

Mr. Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

Re: Request for Public Election to Approve Community Improvement District Sales Tax

Dear Mr. Bahr:

In accordance with Section 115.125 of the Revised Statutes of Missouri, you are hereby notified that the Riverpointe Phase 3 Community Improvement District (the "District"), by resolution duly adopted by the Board of Directors, has called for a special election in the District on **September 3, 2024** regarding the imposition of a community improvement district sales and use tax. A copy of the resolution and the legal Notice of Election are enclosed.

This election will be conducted via mail-in ballot pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and the Mail Ballot Election Act, Sections 115.650 to 115.660 of the Revised Statutes of Missouri. Only those "Qualified Voters," as that term is defined in Section 67.1401.2(14)(b) of the CID Act will be allowed to vote. The District believes there is one qualified voter (the City of St. Charles, Missouri).

We understand that as a result of this Notification, your office will be responsible for publication of the Notice of Election and the conduct of the election. However, with your permission, the District is willing to mail the ballot via certified mail to the qualified voters on your behalf. Such mailing would occur on August 5, 2024 (so that the District can confirm the City of St. Charles, Missouri is still the only qualified voter as of 30 days prior to the election pursuant to Section 67.1401.2(14) of the CID Act). The ballot would still be returned to your office for counting.

We enclose several copies of this Notification and request that you sign the receipt at the bottom of each copy, retain one copy and return the remaining copies to us using the enclosed self-addressed stamped envelope.

Upon successful conclusion of the election, please send me three copies each of the affidavit of publication of the Notice of Election, election ballot and abstract of votes.

Thank you for your time and consideration in conducting this election. If you have any questions, please do not hesitate to contact me at (314) 436-1000.

Very truly yours,

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Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Phase 3 Community Improvement District

Filed in my office at \_\_\_\_\_: \_\_\_\_\_ .m. on \_\_\_\_\_, 2024.

---

Kurt Bahr  
St. Charles County Election Authority

**OFFICIAL BALLOT**

**MAIL-IN ELECTION**

**RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT  
PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX  
SEPTEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Phase 3 Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

By submitting this Ballot to the Board of Directors of the Riverpointe Phase 3 Community Improvement District, the undersigned hereby certifies, represents and warrants that the undersigned is an owner in fee (or a legally authorized representative) of one or more parcels located within the District per the tax records for real property of St. Charles County, Missouri, as of August 4, 2024, which is the 30th day before the date of this election.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS BALLOT MAY BE RETURNED BY MAIL OR HAND DELIVERY TO:

Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

**EXHIBIT C**

**NOTICE OF IMPOSITION OF SALES TAX**

\_\_\_\_\_, 2024

VIA CERTIFIED MAIL

Director of Revenue  
Harry S. Truman State Office Building  
301 West High Street  
Jefferson City, Missouri 65101

Re: Notice of imposition of community improvement district sales tax

The Riverpointe Phase 3 Community Improvement District (the “District”) is a community improvement district established pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”), and an ordinance of the City of St. Charles, Missouri. The District adopted Resolution No. 2024-8 on June 25, 2024, imposing a sales and use tax (the “District Sales Tax”) on all retail sales within the District, pursuant to Section 67.1545 of the CID Act.

The CID Act states that the resolution shall not become effective until the District’s Board of Directors submits a proposal to authorize the District Sales Tax to the “qualified voters” of the District, as that term is defined in the CID Act. The District held an election in accordance with the Mail Ballot Election Act (Sections 115.650 to 115.660 of the Revised Statutes of Missouri) on September 3, 2024.

Pursuant to Section 32.087 of the Revised Statutes of Missouri, this letter shall serve as notification that a majority of the votes cast by the qualified voters of the District were in favor of the District Sales Tax. A copy of the Election Results, Resolution No. 2024-8, and a map clearly showing the boundaries of the District are enclosed herein. The District is located wholly within the incorporated boundaries of the City of St. Charles, Missouri. To the District’s knowledge, there are currently no retail sales in the District. The District expects retail sales in the future and will provide a list of retailers to the Department when such retailers locate in the District. The District’s Board of Directors respectfully requests you to begin collecting the District Sales Tax on January 1, 2025, which is the first day of the second calendar quarter after the date of this notice.

If you have any questions regarding this notice, please feel free to contact me at (314) 436-1000.

Very truly yours,

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Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Phase 3 Community Improvement District

Enclosures

**RESOLUTION NO. 2024-9**

**A RESOLUTION IMPOSING A COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX, CALLING AN ELECTION THEREFOR, AND PRESCRIBING THE FORMS AND ADMINISTRATIVE RULES AND REGULATIONS FOR REPORTING AND COLLECTING THE COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX.**

**WHEREAS**, in accordance with the provisions of Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), the Riverpointe Phase 3 Community Improvement District (the "District") intends to impose a one percent (1.0%) sales and use tax (the "CID Sales Tax") on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, with certain exceptions listed in the CID Act, and call an election therefor; and

**WHEREAS**, pursuant to Section 67.1545 of the CID Act, this Resolution shall not be effective unless and until the Board of Directors of the District submits to the qualified voters of the District a proposal to authorize the Board of Directors of the District to impose the CID Sales Tax;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** Subject to the approval of a majority of the qualified voters of the District voting thereon by mail-in ballot in accordance with Section 67.1545.1 of the CID Act, there is hereby imposed, effective April 1, 2025, a one percent (1.0%) community improvement district sales and use tax on all retail sales within the District which are subject to taxation under Sections 144.010 to 144.525 of the Revised Statutes of Missouri (the "Sales Tax Law"), and the rules and regulations of the director of revenue issued pursuant thereto, for the purpose of providing revenues to pay eligible costs in accordance with the CID Act. The CID Sales Tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

**Section 2.** The CID Sales Tax is hereby imposed upon all such sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail, to the extent and in the manner provided in the Sales Tax Law, and the rules and regulations of the director of revenue issued pursuant thereto, except that the rate of the tax shall be as prescribed herein. Notwithstanding the foregoing, the use tax portion of the CID Sales Tax shall be imposed to the extent permitted by law.

**Section 3.** Promptly after adoption of this Resolution, there shall be submitted to the "qualified voters" (as that term is defined and used in the CID Act) of the District, by mail-in ballot, a proposal to authorize the CID Sales Tax in substantially the following form:

**Shall the Riverpointe Phase 3 Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?**

**Section 4.** The form of the Notice of Election for said election, a copy of which is attached hereto as **Exhibit A**, is hereby approved. The District's General Counsel is hereby authorized to make any changes necessary to the form of the notice as may be required by the St. Charles County Election Authority.

**Section 5.** If a majority of the votes cast by the qualified voters on the proposed CID Sales Tax are in favor of the tax, then this Resolution is adopted. If a majority of the votes cast by the qualified voters are opposed to the CID Sales Tax, then this Resolution is void. The District shall pay for any costs for the printing of ballots, as reasonably required by the St. Charles County Election Authority.

**Section 6.** The District's General Counsel is hereby authorized to (a) notify the St. Charles County Election Authority of the election in substantially the form attached as **Exhibit B** hereto and (b) if the proposal is approved, within 10 days after the qualified voters have approved the proposal, notify the Director of the Department of Revenue in accordance with Section 67.1545 of the CID Act and Section 32.087 of the Revised Statutes of Missouri, in substantially the form attached as **Exhibit C** hereto and mailed by first-class United States mail, return receipt requested. The CID Sales Tax shall become effective on the first day of the second calendar quarter after the Director of the Department of Revenue receives notice of the adoption of the CID Sales Tax (April 1, 2025).

**Section 7.** Every retailer within the District that is subject to the CID Sales Tax shall add the CID Sales Tax imposed to the retailer's sale price, and when so added, such tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price.

**Section 8.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 9.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 10.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of Page Intentionally Left Blank.]*

PASSED this September 13, 2024.



Chairman of the Board of Directors



(SEAL)  
ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**

**NOTICE OF ELECTION  
RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT**

Notice is hereby given to the qualified voters of the Riverpointe Phase 3 Community Improvement District (the "District") that the Board of Directors of the District has called an election to be held in the District on **December 3, 2024**, via mail-in ballot, on the proposition contained in the following sample ballot:

**OFFICIAL BALLOT**

**MAIL-IN ELECTION  
RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT  
PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX  
DECEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Phase 3 Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

The approval of the proposition will authorize the imposition of a one percent (1.0%) sales tax, to be collected in addition to the other sales taxes provided for by law, on all receipts from the sale at retail of all tangible personal property or taxable services at retail within the Riverpointe Phase 3 Community Improvement District that are subject to taxation under the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri.

The election will be held via mail-in ballot. All qualified voters have been mailed ballots. Completed ballots must be returned to the St. Charles County Election Authority, 397 Turner Boulevard, St. Peters, Missouri 63376 **no later than 5:00 p.m. on December 3, 2024.**

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kurt Bahr  
St. Charles County Election Authority

**EXHIBIT B**

**NOTICE TO ELECTION AUTHORITY**

September \_\_, 2024

Mr. Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

Re: Request for Public Election to Approve Community Improvement District Sales Tax

Dear Mr. Bahr:

In accordance with Section 115.125 of the Revised Statutes of Missouri, you are hereby notified that the Riverpointe Phase 3 Community Improvement District (the "District"), by resolution duly adopted by the Board of Directors, has called for a special election in the District on **December 3, 2024** regarding the imposition of a community improvement district sales and use tax. A copy of the resolution and the legal Notice of Election are enclosed.

This election will be conducted via mail-in ballot pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and the Mail Ballot Election Act, Sections 115.650 to 115.660 of the Revised Statutes of Missouri. Only those "Qualified Voters," as that term is defined in Section 67.1401.2(14)(b) of the CID Act will be allowed to vote. The District believes there is one qualified voter (the City of St. Charles, Missouri).

We understand that as a result of this Notification, your office will be responsible for publication of the Notice of Election and the conduct of the election. However, with your permission, the District is willing to mail the ballot via certified mail to the qualified voters on your behalf. Such mailing would occur on November 4, 2024 (so that the District can confirm the City of St. Charles, Missouri is still the only qualified voter as of 30 days prior to the election pursuant to Section 67.1401.2(14) of the CID Act). The ballot would still be returned to your office for counting.

We enclose several copies of this Notification and request that you sign the receipt at the bottom of each copy, retain one copy and return the remaining copies to us using the enclosed self-addressed stamped envelope.

Upon successful conclusion of the election, please send me three copies each of the affidavit of publication of the Notice of Election, election ballot and abstract of votes.

Thank you for your time and consideration in conducting this election. If you have any questions, please do not hesitate to contact me at (314) 436-1000.

Very truly yours,

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Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Phase 3 Community Improvement District

Filed in my office at \_\_\_\_:\_\_\_\_.m. on \_\_\_\_\_, 2024.

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Kurt Bahr  
St. Charles County Election Authority

**OFFICIAL BALLOT**

**MAIL-IN ELECTION**

**RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT  
PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX  
DECEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Phase 3 Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

By submitting this Ballot to the Board of Directors of the Riverpointe Phase 3 Community Improvement District, the undersigned hereby certifies, represents and warrants that the undersigned is an owner in fee (or a legally authorized representative) of one or more parcels located within the District per the tax records for real property of St. Charles County, Missouri, as of November 3, 2024, which is the 30th day before the date of this election.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS BALLOT MAY BE RETURNED BY MAIL OR HAND DELIVERY TO:

Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

## NOTICE TO ELECTION AUTHORITY

September 17, 2024

### VIA FEDERAL EXPRESS

Mr. Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

Re: Request for Public Election to Approve Community Improvement District Sales Tax

Dear Mr. Bahr:

In accordance with Section 115.125 of the Revised Statutes of Missouri, you are hereby notified that the Riverpointe Phase 3 Community Improvement District (the "District"), by resolution duly adopted by the Board of Directors, has called for a special election in the District on **December 3, 2024** regarding the imposition of a community improvement district sales and use tax. A copy of the resolution and the legal Notice of Election are enclosed.

This election will be conducted via mail-in ballot pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and the Mail Ballot Election Act, Sections 115.650 to 115.660 of the Revised Statutes of Missouri. Only those "Qualified Voters," as that term is defined in Section 67.1401.2(14)(b) of the CID Act will be allowed to vote. The District believes there is one qualified voter (the City of St. Charles, Missouri).

We understand that as a result of this Notification, your office will be responsible for the conduct of the election. However, with your permission, the District is willing to mail the ballot via certified mail to the qualified voters on your behalf and arrange for publication of the Notice of Election. Such mailing would occur on November 4, 2024 (so that the District can confirm the City of St. Charles, Missouri is still the only qualified voter as of 30 days prior to the election pursuant to Section 67.1401.2(14) of the CID Act). The ballot would still be returned to your office for counting.

We enclosed several copies of this Notification and request that you sign the receipt at the bottom of each copy, retain one copy and return the remaining copies to us using the enclosed self-addressed stamped envelope.

Upon successful conclusion of the election, please send me three copies each of the election ballot and abstract of votes. We will provide you with an affidavit of publication for the Notice of Election.

Thank you for your time and consideration in conducting this election. If you have any questions, please do not hesitate to contact me at (314) 436-1000.

Very truly yours,



Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Phase 3 Community Improvement District

Filed in my office at 12:01 p.m. on September 19, 2024.



Kurt Bahr  
St. Charles County Election Authority

**EXHIBIT C**

**NOTICE OF IMPOSITION OF SALES TAX**

December \_\_, 2024

VIA CERTIFIED MAIL

Director of Revenue  
Harry S. Truman State Office Building  
301 West High Street  
Jefferson City, Missouri 65101

Re: Notice of imposition of community improvement district sales tax

The Riverpointe Phase 3 Community Improvement District (the "District") is a community improvement district established pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and an ordinance of the City of St. Charles, Missouri. The District adopted Resolution No. 2024-9 on September 13, 2024, imposing a sales and use tax (the "District Sales Tax") on all retail sales within the District, pursuant to Section 67.1545 of the CID Act.

The CID Act states that the resolution shall not become effective until the District's Board of Directors submits a proposal to authorize the District Sales Tax to the "qualified voters" of the District, as that term is defined in the CID Act. The District held an election in accordance with the Mail Ballot Election Act (Sections 115.650 to 115.660 of the Revised Statutes of Missouri) on December 3, 2024.

Pursuant to Section 32.087 of the Revised Statutes of Missouri, this letter shall serve as notification that a majority of the votes cast by the qualified voters of the District were in favor of the District Sales Tax. A copy of the Election Results, Resolution No. 2024-9, and a map clearly showing the boundaries of the District are enclosed herein. The District is located wholly within the incorporated boundaries of the City of St. Charles, Missouri. To the District's knowledge, there are currently no retail sales in the District. The District expects retail sales in the future and will provide a list of retailers to the Department when such retailers locate in the District. The District's Board of Directors respectfully requests you to begin collecting the District Sales Tax on April 1, 2025, which is the first day of the second calendar quarter after the date of this notice.

If you have any questions regarding this notice, please feel free to contact me at (314) 436-1000.

Very truly yours,

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Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Phase 3 Community Improvement District

Enclosures

**NOTICE OF IMPOSITION OF SALES TAX**

December 5, 2024

VIA CERTIFIED MAIL

Director of Revenue  
Harry S. Truman State Office Building  
301 West High Street  
Jefferson City, Missouri 65101

Re: Notice of imposition of community improvement district sales tax

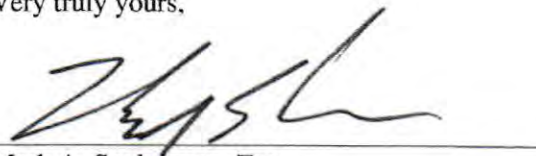
The **Riverpointe Phase 3 Community Improvement District** (the "District") is a community improvement district established pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and an ordinance of the City of St. Charles, Missouri. The District adopted Resolution No. 2024-9 on September 13, 2024, imposing a sales and use tax (the "District Sales Tax") on all retail sales within the District, pursuant to Section 67.1545 of the CID Act.

The CID Act states that the resolution shall not become effective until the District's Board of Directors submits a proposal to authorize the District Sales Tax to the "qualified voters" of the District, as that term is defined in the CID Act. The District held an election in accordance with the Mail Ballot Election Act (Sections 115.650 to 115.660 of the Revised Statutes of Missouri) on December 3, 2024.

Pursuant to Section 32.087 of the Revised Statutes of Missouri, this letter shall serve as notification that a majority of the votes cast by the qualified voters of the District were in favor of the District Sales Tax. A copy of the Election Results, Resolution No. 2024-9, and a map clearly showing the boundaries of the District are enclosed herein. The District is located wholly within the incorporated boundaries of the City of St. Charles, Missouri. To the District's knowledge, there are currently no retail sales in the District. The District expects retail sales in the future and will provide a list of retailers to the Department when such retailers locate in the District. The District's Board of Directors respectfully requests you to begin collecting the District Sales Tax on April 1, 2025, which is the first day of the second calendar quarter after the date of this notice.

If you have any questions regarding this notice, please feel free to contact me at (314) 436-1000.

Very truly yours,



Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Phase 3 Community Improvement District

Enclosures

**RESOLUTION NO. 2024-10**

**A RESOLUTION APPOINTING OFFICERS OF THE DISTRICT.**

**WHEREAS**, the Riverpointe Phase 3 Community Improvement District (the "District") is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

**WHEREAS**, the District's Bylaws require the District's Board of Directors to appoint annually a chairman, vice chairman, treasurer, assistant treasurer, secretary, assistant secretary and such other officers as may be deemed appropriate;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
<u>Larry Dobrosky</u>	Chairman
<u>Brad Temme</u>	Vice Chairman
<u>Jennifer O'Connor</u>	Treasurer
<u>Kory Goodson</u>	Assistant Treasurer
<u>Holly Magdziarz</u>	Secretary
<u>Zach Tusinger</u>	Assistant Secretary

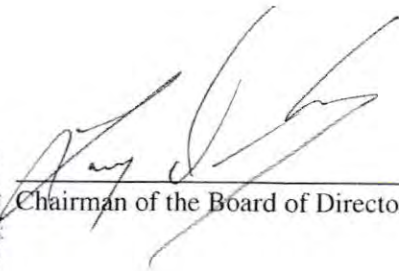
**Section 2.** Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

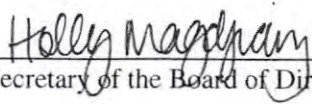
PASSED this December 11, 2024.



  
\_\_\_\_\_  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-11**

**A RESOLUTION AUTHORIZING AND DIRECTING CERTAIN OFFICERS AND AGENTS OF THE DISTRICT TO OPEN A DEPOSITORY/CHECKING BANK ACCOUNT ON BEHALF OF THE DISTRICT AND MAKE ARRANGEMENTS FOR A FISCAL AGENT; AND DESIGNATING CERTAIN OFFICERS AS AUTHORIZED AGENTS OF THE DISTRICT FOR THE PAYMENT OF MONEY FROM THE DISTRICT'S ACCOUNT.**

**WHEREAS**, the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, grants the board of directors of a community improvement district the authority to possess and exercise certain legislative and executive powers; and

**WHEREAS**, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") hereby finds and determines that it is necessary and desirable to direct certain officers and agents of the District to open a depository/checking bank account at Commerce Bank, N.A. to hold the administrative and operating funds of the District (the "District Sales Tax Trust Fund"); and

**WHEREAS**, the Board of Directors desires to designate certain officers of the District as authorized agents of the District for the payment of money from the District Sales Tax Trust Fund;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Board of Directors of the District hereby authorizes and directs the Chairman, Treasurer and Gilmore & Bell, P.C., to open the District Sales Tax Trust Fund. The Chairman and Treasurer are hereby designated as the authorized agents of the District for the payment of money from the District Sales Tax Trust Fund. All payments from the District Sales Tax Trust Fund are subject to annual appropriation by the District.

**Section 2.** The Chairman is hereby authorized to enter into a fiscal agent agreement in a form acceptable to the District's legal counsel to provide for the transfer and expenditure of funds from the District's Trust Fund, in accordance with the transactions contemplated by Resolution No. 2024-2 and appropriated operating expenses of the District.

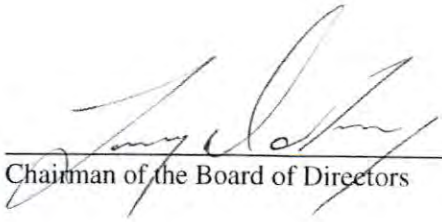
**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments (including bank resolutions, signature cards and all other documents related to the District Sales Tax Trust Fund) as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

**PASSED** this December 11, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-12**

**A RESOLUTION ADOPTING AN AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 AND A BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025.**

**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision to prepare an annual budget; and

**WHEREAS**, on June 17, 2024, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") adopted a budget for the District's fiscal year ending December 31, 2024 (the "2024 Budget"); and

**WHEREAS**, the Board of Directors hereby finds and determines that it is necessary to amend the 2024 Budget (the "Amended 2024 Budget") and adopt a budget for the District's fiscal year ending December 31, 2025 (the "2025 Budget" and, together with the Amended 2024 Budget, the "Budgets");

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Board of Directors of the District hereby adopts the District's amended budget for the fiscal year ending December 31, 2024 and budget for the fiscal year ending December 31, 2025, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2.** The amounts set forth on the Budgets are hereby appropriated for the purposes set forth therein for the respective fiscal year.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.


**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of page intentionally left blank.]*

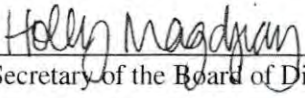
PASSED this December 11, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**

**AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 AND  
BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**

**RIVERPOINTE PHASE 3  
COMMUNITY IMPROVEMENT  
DISTRICT**

**AMENDED BUDGET FOR  
THE FISCAL YEAR ENDING  
DECEMBER 31, 2024**

**AND**

**BUDGET FOR  
THE FISCAL YEAR ENDING  
DECEMBER 31, 2025**

## **RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT**

### **BUDGET MESSAGE**

#### **BACKGROUND**

The Riverpointe Phase 3 Community Improvement District (the "District") was created on December 2, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-174 of the City of St. Charles, Missouri.

#### **ISSUANCE OF DEBT**

The District has no outstanding obligations.

#### **REVENUE SOURCES**

On September 13, 2024, the Board of Directors of the District authorized the imposition of a one percent (1.0%) sales and use tax on all retail sales made within the District (the "CID Sales and Use Tax"). The CID Sales and Use Tax was approved by the qualified voters of the District at an election held on December 3, 2024. The CID Sales and Use Tax will begin on April 1, 2025, and will remain in place for up to twenty-five (25) years.

No CID Sales and Use Tax revenues are expected for the fiscal year ending December 31, 2025.

#### **EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY**

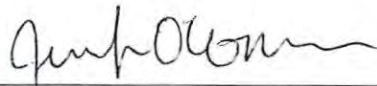
##### *Fiscal Year Ending December 31, 2025 budget:*

- Total estimated revenues of \$0.
- Total estimated disbursements of \$0.

#### **BUDGET PERIOD**

This budget relates to the periods (1) beginning January 1, 2024 and ending December 31, 2024, and (2) beginning January 1, 2025 and ending December 31, 2025.

Respectfully Submitted,



Treasurer

Riverpointe Phase 3 Community Improvement District

**Riverpointe Phase 3 Community Improvement District**  
Fiscal Year Comparison

	2024 (Year-to-Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>				
Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -
City Contribution	241.40	-	486.20	4,500.00
Interest	-	-	-	-
<b>Total Collections</b>	<u>241.40</u>	<u>-</u>	<u>486.20</u>	<u>4,500.00</u>
<b>Disbursements</b>				
Bank Fees	-	-	-	-
Legal Fees	-	-	-	4,500.00
Insurance	-	-	-	-
District Administration Fees	-	-	-	-
Fiscal Agent Fees	-	-	-	-
Miscellaneous Expenses	241.40	-	486.20	-
<b>Total Disbursements</b>	<u>241.40</u>	<u>-</u>	<u>486.20</u>	<u>4,500.00</u>
Increase (decrease) in cash from operations	-	-	-	-
<b>Fund Transfers</b>				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
<b>Total fund transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	(0.00)	-
Cash balance at beginning of period	-	-	-	-
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\* As of 12/9/2024

**Riverpointe Phase 3 Community Improvement District**  
Fund Statement  
2024 Fiscal Year Activity as of December 9, 2024

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ -
City Contribution	241.40
Interest	-
	-
<b>Total Collections</b>	241.40
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	241.40
	241.40
<b>Total Disbursements</b>	241.40
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	-
<b>Total fund transfers</b>	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	-
<b>Cash balance at end of period</b>	\$ -

**Riverpointe Phase 3 Community Improvement District**  
Fund Statement  
2024 Original Budget

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ -
City Contribution	-
Interest	-
	-
<b>Total Collections</b>	-
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
	-
<b>Total Disbursements</b>	-
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	-
<b>Total fund transfers</b>	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	-
<b>Cash balance at end of period</b>	\$ -

**Riverpointe Phase 3 Community Improvement District**  
Fund Statement  
2024 Amended Budget

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ -
City Contribution	486.20
Interest	-
	-
<b>Total Collections</b>	486.20
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	486.20
	486.20
<b>Total Disbursements</b>	486.20
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	-
<b>Total fund transfers</b>	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	-
<b>Cash balance at end of period</b>	\$ -

**Riverpointe Phase 3 Community Improvement District**  
Fund Statement  
2025 Budget

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ -
City Contribution	4,500.00
Interest	-
	-
<b>Total Collections</b>	4,500.00
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
	-
<b>Total Disbursements</b>	4,500.00
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	-
<b>Total fund transfers</b>	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	-
<b>Cash balance at end of period</b>	\$ -





One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 29, 2025

**VIA ELECTRONIC MAIL**

Ms. Kimberly Hudson  
City Clerk  
City of St. Charles  
200 North 2<sup>nd</sup> Street  
4<sup>th</sup> Floor, Room 402  
St. Charles, Missouri 63301

Ms. Michelle Hataway  
Director  
Missouri Department of Economic Development  
301 West High Street, Suite 680  
Jefferson City, Missouri 65101

Re: Riverpointe Community Improvement District

Dear Ms. Hudson and Ms. Hataway:

Pursuant to Section 67.1471.4 of the Revised Statutes of Missouri, as amended, enclosed is the Annual Report for the above-referenced District for the fiscal year ended December 31, 2024.

**The City is required to make this report a part of its official records and cause it “to be spread upon the records of the City.”**

Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "MS", is written over a horizontal line.

Mark A. Spykerman

SWC:etm  
Enclosure

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**RIVERPOINTE  
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL REPORT  
FISCAL YEAR ENDED DECEMBER 31, 2024**

**Submitted to the**

**City of Saint Charles, Missouri**

**and the**

**Missouri Department of Economic Development**

**April 29, 2025**

**BOARD OF DIRECTORS**

Larry Dobrosky, Chairman and Director  
Brad Temme, Vice Chairman and Director  
Kory Goodson, Assistant Treasurer and Director  
Zach Tusinger, Assistant Secretary and Director  
Daniel Mann, Director

---

Prepared by:

Gilmore & Bell, P.C.,  
St. Louis, Missouri

## **RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT**

### **BACKGROUND**

On August 19, 2020, the Riverpointe Community Improvement District (the “District”) was created by the City of St. Charles, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”). The District is located south of Interstate 70, east of South Main Street, and west of the Missouri River, consisting of approximately 24.484 acres within the municipal boundaries of the City.

The District was established to provide funding for the construction and maintenance of various public improvements (the “Project”) within the District. The improvements contemplated as part of the Project will include, without limitation, construction, demolition, removal and replacement, relocation, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to, demolition, earth work, erosion control, paving, drainage systems and retention, seawalls, and improvements to storefronts and building facades, walls, parking lots, parking garages, pedestrian walkways, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

### **ISSUANCE OF DEBT**

As of December 31, 2024, the District has not incurred or issued any debt.

### **REVENUE SOURCES**

On September 13, 2024, the Board of Directors of the District authorized the imposition of a one percent (1%) sales and use tax on all retail sales made within the District (the “District Sales Tax”). The District Sales Tax began on April 1, 2025.

### **REVENUE/EXPENDITURES**

Attached as **Exhibit A** is a table showing the revenues and expenditures of the District as of December 31, 2024. These figures are unaudited.

### **GOVERNANCE STRUCTURE**

The Board of Directors is comprised of five representatives, appointed by the Mayor of the City with the consent of the City Council. Attached as **Exhibit B** is a copy of all written resolutions approved by the Board of Directors during the fiscal year ended December 31, 2024.

### **DISTRICT ADMINISTRATOR**

Gilmore & Bell, P.C.

**EXHIBIT A**  
**REVENUES AND EXPENSES**

**Riverpointe Community Improvement District**  
 Unaudited Financial Statements for Fiscal Year Ended December 31, 2024

		2024	
		Actual	
<b>Collections</b>			
Sales Tax Revenue	\$	-	
		479.40	
Interest		-	
		<hr/>	
Total Collections		479.40	
		<hr/>	
<b>Disbursements</b>			
Bank Fees		-	
Legal Fees		-	
Insurance		-	
District Administration Fees		-	
Fiscal Agent Fees		-	
Parking Lot Improvements			
Miscellaneous Expenses		479.40	
		<hr/>	
Total Disbursements		479.40	
		<hr/>	
Increase (decrease) in cash from operations		-	
<b>Fund Transfers</b>			
Transfers in		-	
Transfers out		-	
		<hr/>	
<b>Total fund transfers</b>		-	
		<hr/>	
Increase (decrease) in cash		-	
Cash balance at beginning of period		-	
		<hr/>	
<b>Cash balance at end of period</b>	<b>\$</b>	-	
		<hr/> <hr/>	

**EXHIBIT B**  
**RESOLUTIONS**

**RESOLUTION NO. 2024-1**

**A RESOLUTION APPOINTING OFFICERS OF THE DISTRICT.**

**WHEREAS**, the Riverpointe Community Improvement District (the "District") is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

**WHEREAS**, the District's Bylaws require the District's Board of Directors to appoint annually a chairman, vice chairman, treasurer, assistant treasurer, secretary, assistant secretary and such other officers as may be deemed appropriate;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
<u>Larry Dobrosky</u>	Chairman
<u>Brad Temme</u>	Vice Chairman
<u>Mike Klinghammer</u>	Treasurer
<u>Kory Goodson</u>	Assistant Treasurer
<u>Holly Magdziarz</u>	Secretary
<u>Zach Tusinger</u>	Assistant Secretary

**Section 2.** Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

**PASSED** this June 17, 2024.



(SEAL)

ATTEST:

Holly E. Magdian  
Secretary of the Board of Directors

[Signature]  
Chairman of the Board of Directors

**RESOLUTION NO. 2024-2**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ENGAGEMENT LETTER WITH THE LAW FIRM OF  
GILMORE & BELL, P.C. TO ACT AS GENERAL COUNSEL TO  
THE DISTRICT.**

**WHEREAS**, Section 67.1461 of the Revised Statutes of Missouri, grants to community improvement districts the power necessary to carry out and effectuate the purposes of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri; and

**WHEREAS**, the Board of Directors of the Riverpointe Community Improvement District (the "District") wishes to employ Gilmore & Bell, P.C. as General Counsel to the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Chairman of the District is authorized to execute, and the Secretary is authorized to attest, on behalf of the District, an engagement letter with the law firm of Gilmore & Bell, P.C., substantially in the form attached hereto as **Exhibit A** and incorporated fully herein, for the provision of legal services related to the District.

**Section 2.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

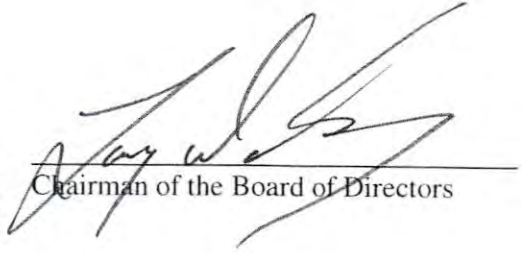
**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of Page Intentionally Left Blank.]*

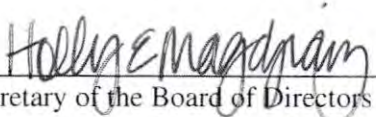
PASSED this June 17, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**

**ENGAGEMENT LETTER WITH GILMORE & BELL, P.C.**



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

June 17, 2024

Members of the Board of Directors  
Riverpointe Community Improvement District

Re: Legal Services Relating to the Riverpointe Community Improvement District

Ladies and Gentlemen:

Thank you for selecting Gilmore & Bell, P.C. as your counsel for legal services related to the District.

### **Scope of Representation**

Gilmore & Bell, P.C. will represent the District as General Counsel.

### **Terms of Engagement**

The District's execution of this letter will ratify the services we have provided to date and will authorize our firm to bill the District for legal services performed in connection with the formation and administration of the District. Our representation of the District will end when we send you our final statement for services rendered in accordance with this engagement; provided, however, that the services provided hereunder will cease on December 31, 2025, unless our engagement is extended by the District. At your request, we will return your papers and property to you upon termination of the engagement. We will retain our own files related to the matters handled by the firm. We reserve the right to destroy or dispose of them within a reasonable time after the engagement has terminated. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct for attorneys.

### **Fees and Expenses**

(a) Our fee for providing the services as General Counsel to the District will be an annual fee of \$4,500 per fiscal year, payable at the conclusion of each fiscal year (or such other time as may be mutually agreed upon from time to time).

(b) In addition to the annual fee charged pursuant to paragraph (a) above, additional fees may be charged in the event of an issuance of notes, bonds or other obligations by or on behalf of the District. Such fees will be determined when the structure and scope of any note, bond or other obligation is ascertainable. We expect such additional fees will be paid from the proceeds of any such notes, bonds or other obligations.

(c) In addition to the fees set forth in (a) and (b) above, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the transaction, such as travel, postage, deliveries, photocopying and similar expenses.

**Conflicts**

To reduce recurring conflict problems, we have adopted a policy on this matter. We will represent the District under the condition that it consents in advance to our representation in other matters of clients whose interests may conflict with the District's interests so long as we, in our employment, do not become privy to confidential information that would be relevant in our representation of another client with adverse interests. In addition, Gilmore & Bell, P.C. reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you and/or any individual members or the entities represented by those individual members, including litigation in which they or their members or such entities are parties.

**General**

To ensure our efficient and effective counsel, we understand that you will provide us with all information known or available to you relevant to our representation and you will pay our statements for services and expenses according to this agreement.

If the foregoing terms of this engagement are acceptable, please so indicate by returning a copy to me, retaining one original for your files. We appreciate the opportunity to work with you.

Very truly yours,




Mark A. Spykerman

MAS:etm

**ACCEPTED and APPROVED:**

Date: June 17, 2024

**RIVERPOINTE COMMUNITY  
IMPROVEMENT DISTRICT**

By:   
Title: Chairman

**RESOLUTION NO. 2024-4**

**A RESOLUTION ADOPTING A POLICY CONCERNING OPEN MEETINGS AND RECORDS.**

**WHEREAS**, Section 610.028.2 of the Revised Statutes of Missouri requires each political subdivision to provide a reasonable written policy in compliance with Sections 610.010 to 610.030 of the Revised Statutes of Missouri regarding the release of information on any meeting, record or vote;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Riverpointe Community Improvement District (the "District") hereby adopts the open meetings and records policy attached hereto as **Exhibit A** to apply to the Board of Directors of the District and to all boards, commissions, committees, and other governmental bodies of the District.

**Section 2.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

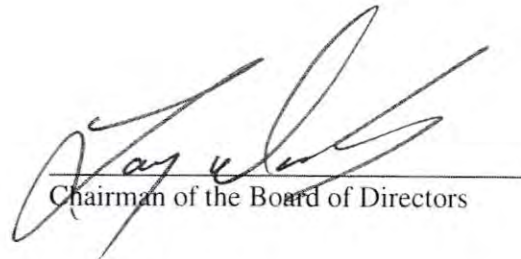
**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

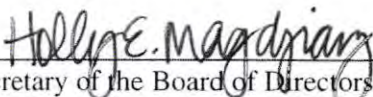
**PASSED** this June 17, 2024.



(SEAL)

ATTEST:

  
Chairman of the Board of Directors

  
Secretary of the Board of Directors

## EXHIBIT A

### OPEN MEETINGS AND RECORDS POLICY

**Section 1.** All meetings, records and votes of all boards, commissions, committees or governmental bodies of the Riverpointe Community Improvement District (the "District") are open to the public, except any governmental body may close any meeting, record or vote relating to the following:

(a) Legal actions, causes of action or litigation involving the governmental body and any confidential or privileged communications between the governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving the governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of the governmental body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of Section 610.011 of the Revised Statutes of Missouri, however, the amount of any moneys paid by, or on behalf of, the governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

(b) Leasing, purchase or sale of real estate by the governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by the governmental body shall be made public upon execution of the lease, purchase or sale of the real estate;

(c) Hiring, firing, disciplining or promoting of particular employees by the governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by the governmental body, to hire, fire, promote or discipline an employee of the governmental body must be made available with a record of how each member voted to the public within 72 hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the 72-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;

(d) Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

(e) Testing and examination materials, before the test or examination is given, or if it is to be given again, before so given again;

(f) Welfare cases of identifiable individuals;

(g) Preparation, including any discussions or work product, on behalf of the governmental body or its representatives for negotiations with employee groups;

- (h) Software codes for electronic data processing and documentation thereof;
- (i) Specifications for competitive bidding, until either the specifications are officially approved by the governmental body or the specifications are published for bid;
- (j) Sealed bids and related documents until the bids are opened and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed or all proposals are rejected;
- (k) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such;
- (l) Records which are protected from disclosure by law;
- (m) Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;
- (n) Records relating to municipal hotlines established for the reporting of abuse and wrongdoing;
- (o) Confidential or privileged communications between the governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open;
- (p) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, the governmental body for such computer, computer system, computer network, or telecommunications network shall be open;
- (q) Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the governmental body and a person or entity doing business with the governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of the governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by the governmental body; and
- (r) Any other meeting, record or vote that may, from time to time, be authorized by Missouri law to be closed to the public.

**Section 2.** All records that may be closed are hereby deemed closed records unless the governmental body votes to make them public. Before closing a meeting or vote to the public, a majority of a quorum of the governmental body must vote to do so in a public vote. The vote of each member of

the governmental body on the question of closing the meeting or vote and the reason for closing the meeting or vote by reference to a specific exception listed in **Section 1** shall be announced publicly at an open meeting of the governmental body and entered into the minutes.

**Section 3.** The governmental body shall give notice of the time, date and place of a closed meeting or vote and the reason for holding it by reference to a specific exception listed in **Section 1**. The notice shall be the same as described in **Section 4**. No other business may be discussed in a closed meeting, record or vote which does not directly relate to the specific reason announced to close the meeting or vote to the public. The governmental body holding a closed meeting shall close only an existing portion of the meeting facility necessary to house the members of the governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the governmental body following the closed session.

**Section 4.** The governmental body shall give notice of the time, date, place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered. The notice shall be placed on the appropriate bulletin board at the St. Charles City Hall, 200 North Second Street, St. Charles, Missouri, and at the principal meeting place of the governmental body if the meeting place is not at the St. Charles City Hall. Notice shall be given at least 24 hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of the meeting. If an emergency makes it impossible or impractical to give 24-hour notice, the reason must be reflected in the minutes, and as much notice as is reasonably possible shall be given. Notice shall also be provided to any representative of the news media who requests notice of a particular meeting concurrent with the notice being made available to the members of the governmental body. Notwithstanding anything to the contrary contained herein, the governmental body shall give four days' notice, exclusive of weekends and holidays when the facility is closed, of any such meetings where four days' notice is required by Section 67.2725 of the Revised Statutes of Missouri.

**Section 5.** The meeting place must be reasonably accessible and must be reasonably convenient to the public. At any meeting conducted by telephone or other electronic means, the public shall be allowed to observe and attend the meeting at a designated location identified in the notice of the meeting. Reasonable efforts must be made to grant special access to the meeting to handicapped or disabled individuals. If it is not possible or not practical to hold the meeting at a reasonable place or time, then the reason must be stated in the minutes.

**Section 6.** A formally constituted subunit of the District may conduct a meeting without notice as required by this policy during a lawful meeting of the Board of Directors of the District, a recess in that meeting, or immediately following that meeting if the meeting of the subunit is publicly announced at the meeting of the Board of Directors of the District and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the Board of Directors of the District.

**Section 7.** Gilmore & Bell, P.C., as General Counsel, shall be the custodian of records and will be responsible for maintenance and control of all records. Fees for copying public records shall not exceed the actual cost of document search and duplication. Copies of records of the District shall be furnished to the public as provided in Section 610.026 of the Revised Statutes of Missouri.

**Section 8.** The General Counsel shall provide public access to all public records as soon as possible but no later than the end of the third business day following the date the request is received by the General Counsel. If access to the public record is not granted immediately, the General Counsel shall give a detailed explanation for the delay and the place and earliest time and date that the record will be available for inspection. If a request for access is denied, the General Counsel shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific

provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request for the statement is received.

\* \* \*

## RESOLUTION NO. 2024-5

### **A RESOLUTION AUTHORIZING THE DISTRICT'S GENERAL COUNSEL OR ANY OFFICER OF THE DISTRICT TO PERFORM CERTAIN ACTIONS IN CONNECTION WITH THE ONGOING OPERATION AND ADMINISTRATION OF THE DISTRICT.**

**WHEREAS**, Section 67.1461 of the Revised Statutes of Missouri grants to community improvement districts the power necessary to carry out and effectuate the purposes of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

**WHEREAS**, the Board of Directors of the Riverpointe Community Improvement District (the "District") finds it necessary and desirable to authorize the District's General Counsel and officers of the District to perform certain actions in connection with the ongoing operation and administration of the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The District hereby authorizes the District's General Counsel or any officer of the District to prepare and formulate an annual budget proposal and annual report in accordance with Section 67.1471 of the Revised Statutes of Missouri. The District's General Counsel or any officer of the District is hereby further authorized to submit such budget proposal and annual report to the City of St. Charles, Missouri and the Missouri Department of Economic Development, as applicable and as required by law.

**Section 2.** The District hereby authorizes the District's General Counsel or any officer of the District to distribute the annual financial statements of the District to the Missouri State Auditor in accordance with Section 105.145 of the Revised Statutes of Missouri. If audited financial statements are not available, the General Counsel or any officer or representative of the District is hereby further authorized to prepare and distribute unaudited financial statements of the District.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.


PASSED this June 17, 2024.



(SEAL)

ATTEST:

  
\_\_\_\_\_  
Chairman of the Board of Directors

  
\_\_\_\_\_  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-6**

**A RESOLUTION AUTHORIZING CERTAIN OFFICERS AND REPRESENTATIVES OF THE DISTRICT TO RECEIVE AND REVIEW THE REPORTS PREPARED BY THE MISSOURI DEPARTMENT OF REVENUE IN CONNECTION WITH THE COLLECTION AND ADMINISTRATION OF THE DISTRICT'S SALES TAX.**

**WHEREAS**, on June 17, 2024, the Board of Directors of the Riverpointe Community Improvement District (the "District") intends to adopt Resolution No. 2024-8 imposing a sales and use tax at the rate of one percent (1%) on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, with certain exceptions listed in the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), for the purpose of financing the costs of certain improvements within the District and paying the costs of operating and administering the District (the "CID Sales Tax"); and

**WHEREAS**, Section 67.1461 of the CID Act grants the District the power necessary to carry out and effectuate the purposes of the CID Act; and

**WHEREAS**, the Board of Directors of the District finds it necessary and desirable to authorize certain officers and representatives of the District to receive and review the reports prepared by the Missouri Department of Revenue in connection with the collection and administration of the CID Sales Tax;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The District hereby authorizes all officers of the District and the District's General Counsel to receive and review the reports prepared by the Missouri Department of Revenue in connection with the collection and administration of the CID Sales Tax. The District hereby acknowledges that, pursuant to Section 32.057 of the Revised Statutes of Missouri, the information contained in such reports is confidential, and such officers of the District and the District's General Counsel will at all times safeguard and keep all information secret and confidential until such time, if ever, as such information becomes available to the general public, and will not, without the prior written consent of District, disclose any of said information. The District hereby further acknowledges that if any such officers of the District or the District's General Counsel discloses or causes the unauthorized disclosure of said information, such individual may, upon conviction, be guilty of a class E felony pursuant to Section 32.057 of the Revised Statutes of Missouri.

**Section 2.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions

without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

**PASSED** this June 17, 2024.



(SEAL)

ATTEST:

Chairman of the Board of Directors

Secretary of the Board of Directors

**RESOLUTION NO. 2024-7**

**A RESOLUTION APPROVING A BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024.**

**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri, requires each political subdivision to prepare an annual budget; and

**WHEREAS**, the Board of Directors of the Riverpointe Community Improvement District (the "District") hereby finds and determines that it is necessary to adopt a budget for the District's fiscal year ending December 31, 2024 (the "2024 Budget");

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Board of Directors of the District hereby adopts the 2024 Budget, attached hereto as **Exhibit A** and is incorporated herein by reference.

**Section 2.** The amounts set forth on the 2024 Budget are hereby appropriated for the purposes set forth therein for the 2024 fiscal year.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of Page Intentionally Left Blank.]*

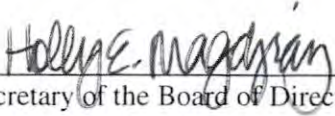
PASSED this June 17, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**

**ANNUAL BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2024**

**RIVERPOINTE  
COMMUNITY IMPROVEMENT  
DISTRICT**

**BUDGET FOR  
THE FISCAL YEAR ENDING  
DECEMBER 31, 2024**

# RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

## BUDGET MESSAGE

### BACKGROUND

The Riverpointe Community Improvement District (the "District") was created on August 19, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-112 of the City of St. Charles, Missouri.

### ISSUANCE OF DEBT

The District has no outstanding obligations.

### REVENUE SOURCES

The District intends to impose a 1.0% community improvement district sales and use tax (the "CID Sales Tax"). No CID Sales Tax revenues are expected for the fiscal year ending December 31, 2024.

### EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY


#### *Fiscal Year Ending December 31, 2024 budget:*

- Total estimated revenues of \$0.
- Total estimated disbursements of \$0.

### BUDGET PERIOD

This budget relates to the period beginning January 1, 2024 and ending December 31, 2024.

Respectfully Submitted,

  
\_\_\_\_\_  
Treasurer  
Riverpointe Community Improvement District

**RESOLUTION NO. 2024-8**

**A RESOLUTION IMPOSING A COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX, CALLING AN ELECTION THEREFOR, AND PRESCRIBING THE FORMS AND ADMINISTRATIVE RULES AND REGULATIONS FOR REPORTING AND COLLECTING THE COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX.**

**WHEREAS**, in accordance with the provisions of Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), the Riverpointe Community Improvement District (the "District") intends to impose a one percent (1.0%) sales and use tax (the "CID Sales Tax") on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, with certain exceptions listed in the CID Act, and call an election therefor; and

**WHEREAS**, pursuant to Section 67.1545 of the CID Act, this Resolution shall not be effective unless and until the Board of Directors of the District submits to the qualified voters of the District a proposal to authorize the Board of Directors of the District to impose the CID Sales Tax;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** Subject to the approval of a majority of the qualified voters of the District voting thereon by mail-in ballot in accordance with Section 67.1545.1 of the CID Act, there is hereby imposed, effective January 1, 2025, a one percent (1.0%) community improvement district sales and use tax on all retail sales within the District which are subject to taxation under Sections 144.010 to 144.525 of the Revised Statutes of Missouri (the "Sales Tax Law"), and the rules and regulations of the director of revenue issued pursuant thereto, for the purpose of providing revenues to pay eligible costs in accordance with the CID Act. The CID Sales Tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

**Section 2.** The CID Sales Tax is hereby imposed upon all such sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail, to the extent and in the manner provided in the Sales Tax Law, and the rules and regulations of the director of revenue issued pursuant thereto, except that the rate of the tax shall be as prescribed herein. Notwithstanding the foregoing, the use tax portion of the CID Sales Tax shall be imposed to the extent permitted by law.

**Section 3.** Promptly after adoption of this Resolution, there shall be submitted to the "qualified voters" (as that term is defined and used in the CID Act) of the District, by mail-in ballot, a proposal to authorize the CID Sales Tax in substantially the following form:

**Shall the Riverpointe Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?**

**Section 4.** The form of the Notice of Election for said election, a copy of which is attached hereto as **Exhibit A**, is hereby approved. The District's General Counsel is hereby authorized to make any changes necessary to the form of the notice as may be required by the St. Charles County Election Authority.

**Section 5.** If a majority of the votes cast by the qualified voters on the proposed CID Sales Tax are in favor of the tax, then this Resolution is adopted. If a majority of the votes cast by the qualified voters are opposed to the CID Sales Tax, then this Resolution is void. The District shall pay for any costs for the printing of ballots, as reasonably required by the St. Charles County Election Authority.

**Section 6.** The District's General Counsel is hereby authorized to (a) notify the St. Charles County Election Authority of the election in substantially the form attached as **Exhibit B** hereto and (b) if the proposal is approved, within 10 days after the qualified voters have approved the proposal, notify the Director of the Department of Revenue in accordance with Section 67.1545 of the CID Act and Section 32.087 of the Revised Statutes of Missouri, in substantially the form attached as **Exhibit C** hereto and mailed by first-class United States mail, return receipt requested. The CID Sales Tax shall become effective on the first day of the second calendar quarter after the Director of the Department of Revenue receives notice of the adoption of the CID Sales Tax (January 1, 2025).

**Section 7.** Every retailer within the District that is subject to the CID Sales Tax shall add the CID Sales Tax imposed to the retailer's sale price, and when so added, such tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price.

**Section 8.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 9.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 10.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of Page Intentionally Left Blank.]*

PASSED this June 25, 2024.



(SEAL)

ATTEST:

A handwritten signature in black ink, consisting of several large, sweeping loops and strokes, positioned above a horizontal line.

Chairman of the Board of Directors

A handwritten signature in black ink, written in a cursive style, positioned above a horizontal line.

Secretary of the Board of Directors

**EXHIBIT A**

**NOTICE OF ELECTION  
RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT**

Notice is hereby given to the qualified voters of the Riverpointe Community Improvement District (the "District") that the Board of Directors of the District has called an election to be held in the District on **September 3, 2024**, via mail-in ballot, on the proposition contained in the following sample ballot:

**OFFICIAL BALLOT**

**MAIL-IN ELECTION  
RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT  
PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX  
SEPTEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

The approval of the proposition will authorize the imposition of a one percent (1.0%) sales tax, to be collected in addition to the other sales taxes provided for by law, on all receipts from the sale at retail of all tangible personal property or taxable services at retail within the Riverpointe Community Improvement District that are subject to taxation under the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri.

The election will be held via mail-in ballot. All qualified voters have been mailed ballots. Completed ballots must be returned to the St. Charles County Election Authority, 397 Turner Boulevard, St. Peters, Missouri 63376 **no later than 5:00 p.m. on September 3, 2024.**

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kurt Bahr  
St. Charles County Election Authority

**EXHIBIT B**

**NOTICE TO ELECTION AUTHORITY**

July 1, 2024

Mr. Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

Re: Request for Public Election to Approve Community Improvement District Sales Tax

Dear Mr. Bahr:

In accordance with Section 115.125 of the Revised Statutes of Missouri, you are hereby notified that the Riverpointe Community Improvement District (the "District"), by resolution duly adopted by the Board of Directors, has called for a special election in the District on **September 3, 2024** regarding the imposition of a community improvement district sales and use tax. A copy of the resolution and the legal Notice of Election are enclosed.

This election will be conducted via mail-in ballot pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and the Mail Ballot Election Act, Sections 115.650 to 115.660 of the Revised Statutes of Missouri. Only those "Qualified Voters," as that term is defined in Section 67.1401.2(14)(b) of the CID Act will be allowed to vote. The District believes there are three qualified voters (the City of St. Charles, Missouri, CNP8 Real Estate LLC, and Tower Co 2013 LLC).

We understand that as a result of this Notification, your office will be responsible for publication of the Notice of Election and the conduct of the election. However, with your permission, the District is willing to mail the ballot via certified mail to the qualified voters on your behalf. Such mailing would occur on August 5, 2024 (so that the District can confirm that the City of St. Charles, Missouri, CNP8 Real Estate LLC, and Tower Co 2013 LLC are still the only qualified voters as of 30 days prior to the election pursuant to Section 67.1401.2(14) of the CID Act). The ballots would still be returned to your office for counting.

We enclose several copies of this Notification and request that you sign the receipt at the bottom of each copy, retain one copy and return the remaining copies to us using the enclosed self-addressed stamped envelope.

Upon successful conclusion of the election, please send me three copies each of the affidavit of publication of the Notice of Election, election ballot and abstract of votes.

Thank you for your time and consideration in conducting this election. If you have any questions, please do not hesitate to contact me at (314) 436-1000.

Very truly yours,

---

Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Community Improvement District

Filed in my office at \_\_\_\_: \_\_\_\_\_.m. on \_\_\_\_\_, 2024.

---

Kurt Bahr  
St. Charles County Election Authority

**OFFICIAL BALLOT**  
**MAIL-IN ELECTION**  
**RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT**  
**PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX**  
**SEPTEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

By submitting this Ballot to the Board of Directors of the Riverpointe Community Improvement District, the undersigned hereby certifies, represents and warrants that the undersigned is an owner in fee (or a legally authorized representative) of one or more parcels located within the District per the tax records for real property of St. Charles County, Missouri, as of August 4, 2024, which is the 30th day before the date of this election.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS BALLOT MAY BE RETURNED BY MAIL OR HAND DELIVERY TO:

Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

**EXHIBIT C**

**NOTICE OF IMPOSITION OF SALES TAX**

\_\_\_\_\_, 2024

VIA CERTIFIED MAIL

Director of Revenue  
Harry S. Truman State Office Building  
301 West High Street  
Jefferson City, Missouri 65101

Re: Notice of imposition of community improvement district sales tax

The Riverpointe Community Improvement District (the "District") is a community improvement district established pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and an ordinance of the City of St. Charles, Missouri. The District adopted Resolution No. 2024-8 on June 25, 2024, imposing a sales and use tax (the "District Sales Tax") on all retail sales within the District, pursuant to Section 67.1545 of the CID Act.

The CID Act states that the resolution shall not become effective until the District's Board of Directors submits a proposal to authorize the District Sales Tax to the "qualified voters" of the District, as that term is defined in the CID Act. The District held an election in accordance with the Mail Ballot Election Act (Sections 115.650 to 115.660 of the Revised Statutes of Missouri) on September 3, 2024.

Pursuant to Section 32.087 of the Revised Statutes of Missouri, this letter shall serve as notification that a majority of the votes cast by the qualified voters of the District were in favor of the District Sales Tax. A copy of the Election Results, Resolution No. 2024-8, and a map clearly showing the boundaries of the District are enclosed herein. The District is located wholly within the incorporated boundaries of the City of St. Charles, Missouri. Also enclosed is a list of businesses that generate retail sales, which would be subject to the District Sales Tax, currently operating within the District at this time. The District's Board of Directors respectfully requests you to begin collecting the District Sales Tax on January 1, 2025, which is the first day of the second calendar quarter after the date of this notice.

If you have any questions regarding this notice, please feel free to contact me at (314) 436-1000.

Very truly yours,

---

Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Community Improvement District

Enclosures

**RESOLUTION NO. 2024-9**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT AMONG THE DISTRICT, DISTRICT, THE CITY OF ST. CHARLES, MISSOURI AND CNP8 REAL ESTATE, LLC.**

**WHEREAS**, the Riverpointe Community Improvement District (the “District”), the City of St. Charles, Missouri and CNPS Real Estate, LLC desire to enter into a Cooperation Agreement, in substantially the form attached hereto as **Exhibit A** (the “Agreement”); and

**WHEREAS**, the Board of Directors hereby determines that it is necessary and advisable and in the best interests of the District and its inhabitants to authorize and approve the Agreement and the transactions contemplated thereby;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Agreement is hereby approved with such changes therein as shall be approved by the officers of the District executing the same. The Chairman is hereby authorized and directed to execute the Agreement on behalf of the District, and the Secretary is hereby authorized and directed to attest to the Agreement and to affix the seal of the District thereto.

**Section 2.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

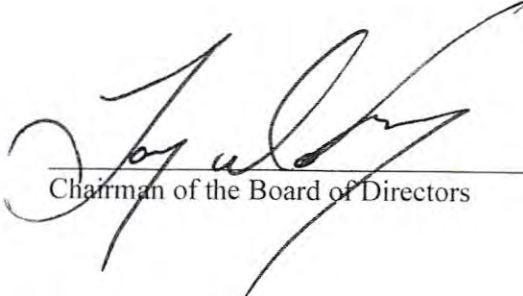
**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

[Remainder of Page Intentionally Left Blank]

PASSED this September 13, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**  
**COOPERATION AGREEMENT**

Sponsor: Vince Ratchford

**AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ENTER INTO A COOPERATION AGREEMENT WITH THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AND CNP8 REAL ESTATE, LLC.**

**WHEREAS**, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City of St. Charles, Missouri (the "City"), that the City enter into an agreement with the Riverpointe Community Improvement District (the "CID") and CNP8 Real Estate, LLC (the "Company"), whereby (1) the Company will agree to construct a parking lot on the site of former Fire Station No. 2 and (2) the CID will agree to reimburse the Company in installments plus interest for the cost of the parking lot, subject to the terms of the agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AS FOLLOWS:**

**Section 1. Authorization of Cooperation Agreement.** The City is hereby authorized to enter into a Cooperation Agreement with the CID and the Company, in substantially the form attached as **Exhibit A** hereto, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Cooperation Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Cooperation Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 2. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

October 1, 2024  
Date Passed

*Michael Galba*  
Michael Galba, Presiding Officer

10-2-24  
Date Approved by Mayor

*Daniel J. Borgmeyer*  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

*Michael P. Cullen* 9/16/24  
Michael P. Cullen, City Attorney Date

*Amberly Hudson*  
Amberly Hudson, City Clerk



## COOPERATION AGREEMENT

**THIS COOPERATION AND TRANSPORTATION PROJECT AGREEMENT** (this "*Agreement*") is made and entered into as of October 2, 2024, by and among the **CITY OF ST. CHARLES, MISSOURI**, a charter city and political subdivision of the State of Missouri (the "*City*"), the **RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "*CID*"), and **CNP8 REAL ESTATE, LLC**, a Missouri limited liability company (the "*Company*" and, collectively with the City and the CID, the "*Parties*").

### RECITALS:

**A.** On August 18, 2020, the City Council passed Ordinance No. 20-112 approving a petition to establish the CID.

**B.** On September 13, 2024, the Board of Directors of the CID passed (1) Resolution No. 2024-9 authorizing the execution of this Agreement and (2) Resolution No. 2024-10 imposing a one percent (1.0%) sales and use tax (the "*CID Sales Tax*") on all retail sales made in the CID that are subject to taxation sales under Missouri law, subject to voter approval thereof.

**C.** The Parties desire to enter into this Agreement whereby (1) the Company will agree to construct a parking lot (the "*Project Improvements*") on the site of former Fire Station No. 2 (Parcel No. 6-014D-3280-00-0025.2000000) (the "*Project Site*"), which is owned by the City, and (2) the CID will agree to reimburse the Company in installments plus interest as hereinafter provided for the cost of the Project Improvements paid by the Company.

**D.** The Parties are authorized to enter into this Agreement pursuant to the provisions of Section 70.210 *et seq.* of the Revised Statutes of Missouri.

**E.** On October 1, 2024, the City Council passed Ordinance No. 24-127 authorizing the execution of this Agreement.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

**Section 1. Definitions.** As used in this Agreement and unless otherwise defined herein, the following words and terms shall have the following meanings:

"*Certificate of Substantial Completion*" means a document, substantially in the form of **Exhibit A** attached hereto, delivered by the Company and which, upon the City's written acceptance thereof, will evidence the Company's satisfaction of all obligations and covenants to complete the Project Improvements.

"*CID*" means the Riverpointe Community Improvement District and its successors and assigns.

"*CID Petition*" means the petition submitted to and verified by the City with respect to the formation of the CID and the development of the Project described therein.

*“Project Improvements”* means an asphalt parking lot with lighting and any connecting sidewalks, as more fully described in the layout, drainage plan and photometric plan to be submitted to the City as part of the permitting process.

*“City”* means the City of St. Charles, Missouri.

*“Excusable Delay”* shall have the meaning set forth in **Section 6(j)**.

*“Reimbursable Project Improvements Costs”* shall have the meaning set forth in **Section 10(a)**.

*“Related Entity”* means any party or entity controlled by Dave Johnson or otherwise related to the Company by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party or entity controlled by or under common control with the Company.

*“State”* means the State of Missouri.

**Section 2. Authority of the City.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

**Section 3. Authority of the CID.** The CID has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. The Project Improvements fall within the scope of the “Project” described in the CID Petition. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

**Section 4. Authority of the Company.** The Company has the full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Company proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

**Section 5. Continuing Existence of the CID.** The CID will not take any action to dissolve the CID or reduce the rate of the CID Sales Tax until the Company has been reimbursed for the cost of the Project Improvements as set forth in Section herein, unless otherwise consented to by the Company and the City (unless the term of the CID expires before the Company has been reimbursed for the cost of the Project Improvements, in which case the CID may take appropriate action to wind up its affairs).

**Section 6. Construction of the Project Improvements.**

(a) Subject to compliance with all applicable laws, regulations, permits and governmental approvals, the Company shall obtain all inspections, tests and reports as it deems necessary, and shall hire and retain all experts, professionals, and staff, and to enter into one or more construction contracts to complete the Project Improvements. The Company shall advance all costs of designing, planning, constructing and completing the Project Improvements, subject to reimbursement as provided in **Section 10**. The Project Improvements shall be completed in good and workmanlike manner in accordance with all applicable laws and regulations.

(b) The Company shall complete the Project Improvements by March 31, 2025, subject to an Excusable Delay as described in (j) below.

(c) The City and its duly authorized agents may, at reasonable times during normal business hours, subject to safety and security requirements, inspect all work being performed in connection with the construction and installation of the Project Improvements.

(d) All construction contracts for the Project Improvements entered into by or on behalf of the Company shall state that the contractor has no recourse against the City or the CID in connection with the contractor's construction of the Project Improvements.

(e) During the course of construction of the Project Improvements, the Company shall obtain or shall require any contractor to obtain (i) workers' compensation insurance and (ii) commercial public liability in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri. The Company shall name the City and the CID as additional insureds on its commercial public liability insurance.

(f) The Company shall obtain or cause to be obtained all necessary governmental approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Company and to use its best efforts to process and consider all applications for the governmental approvals promptly as received.

(g) The Company is required to provide the City with a performance and payment bond for the Project Improvements in accordance with Section 107.170 of the Revised Statutes of Missouri. The Company shall comply with all other federal, state and local laws relating to the construction of the Project Improvements, including, but not limited to, laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Project Improvements.

(h) The Company acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the Project Improvements. The Company represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation by or on behalf of itself in a qualified work authorization program as evidence thereof.

(i) It shall be a material breach of this Agreement if the Company knowingly permits a contractor to employ persons not authorized to work in the United States. If the Company reasonably believes a contractor working on the Project Improvements is employing persons not authorized to work in the United States, the Company shall promptly report the basis for that belief to the City.

(j) Notwithstanding anything to the contrary contained herein, the schedule for substantially completing the Project Improvements described in (b) above shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Company, including acts of God, labor disputes, strikes, lockouts, civil disorder or unrest, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Company to proceed with the construction or cause the construction of the Project Improvements (provided that commercially reasonable efforts have been made to obtain said permits/authorizations and all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in the shipment of material or fuel, fire, unusually adverse weather conditions, unusually wet soil conditions, unavoidable casualties, materially adverse litigation relating to the Project Improvements, the occurrence of a public health emergency that materially impacts availability of labor, or any causes beyond the Company's reasonable control, or by any other cause

which the City reasonably determines may justify the delay (each, an "*Excusable Delay*"). No Excusable Delay will be deemed to exist unless the Company notifies the City in writing of such Excusable Delay within 60 days after the commencement of the event causing such Excusable Delay (or within 60 days after the date that the Company should reasonably have determined that such event will cause such Excusable Delay). An Excusable Delay shall not include any condition or circumstance caused or extended by the Company or a Related Entity or attributable to actions or inaction by the Company or a Related Entity.

**Section 7. Warranty.** The Company will obtain from its contractor(s) and assign to the City warranties that the Project Improvements (other than on-site grading) will be free from defects for a period of not less than two (2) years from the date that the City accepts the Certificate of Substantial Completion (the "*Warranty Period*").

**Section 8. Maintenance Bond.** The Company is required to provide the City with a maintenance bond for the Project Improvements. A maintenance bond, acceptable to the City, shall be provided for a period of not less than two (2) years after the City accepts the Certificate of Substantial Completion.

**Section 9. Certificate of Substantial Completion.** Promptly after substantial completion of the Project Improvements, the Company shall furnish a Certificate of Substantial Completion to the City. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to approve or reject a Certificate of Substantial Completion in writing within such 45-day period, then the Company shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion, such rejection shall specify in reasonable detail in what respects the Company has failed to complete the Project Improvements in reasonable accordance with the provisions of this Agreement, or in what respects the Company is otherwise in default, and what reasonable measures or acts the Company must take or perform, in the opinion of the City, to obtain such acceptance.

**Section 10. Financing of the Project Improvements.**

(a) To be reimbursed for costs of the Project Improvements, the Company shall, within 90 days after the City's acceptance of the Certificate of Substantial Completion, provide to the City and the CID an accounting of all costs advanced by the Company to construct the Project Improvements (the "*Reimbursable Project Improvements Costs*").

(b) Following the City's and the CID's receipt and approval of such costs and any additional information reasonably requested by the City or the CID to verify the Company's submittals, the CID shall use all CID Sales Tax revenues, less up to \$20,000 annually to pay for CID operating costs, to reimburse the Company for Reimbursable Project Improvements Costs.

(c) The reimbursement payments to the Company described in (b) above shall be made quarterly on each January 1, April 1, July 1 and October 1 (each, a "*Payment Date*") beginning on the first Payment Date (or if a Payment Date falls on a day when the City is not open for business, the next business day) after the later of (i) the Company submits the information required by subsection (b) above or (ii) the

CID first receives CID Sales Tax revenues. The CID shall continue to make such quarterly payments until the earlier of (A) the date upon which the Company has been fully reimbursed for Reimbursable Project Improvements Costs plus accrued interest as described below or (B) the expiration or earlier dissolution of the CID.

(d) Interest shall accrue on the Reimbursable Project Improvements Costs at a rate equal to the lesser of (i) the U.S. Prime Rate published in The Wall Street Journal (based on a 30/360 basis) (but in no event lower than 6.0%) or (ii) the maximum interest rate permitted by Missouri law (currently 10%), beginning as of the date that such Reimbursable Project Improvements Costs, with interest compounding on each Payment Date thereafter.

(e) The CID is obligated only to make the payments described in this Section as may lawfully be made from funds budgeted and appropriated for that purpose during the CID's then-current fiscal year. The obligations of the CID to make the payments hereunder constitute a current expense of the CID, are from year to year, and do not constitute a mandatory payment obligation of the CID in any fiscal year beyond the then-current fiscal year of the CID. The CID's obligations hereunder shall not in any way be construed to be a debt of the CID in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the CID, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the CID. **The City has no obligations whatsoever with respect to payment of the Project Improvements.**

(f) Notwithstanding anything to the contrary contained herein, the CID may issue notes, bonds or other obligations and use the proceeds thereof to reimburse the Company for the Reimbursable Project Improvement Costs and any interest accrued thereon pursuant to this Section prior to such reimbursement. The CID shall notify the City in writing prior to issuing any notes, bonds or other obligations and shall not issue any tax-exempt notes, bonds or other obligations without the City's written consent.

#### **Section 11. Release and Indemnification.**

(a) Notwithstanding anything herein to the contrary, the City, the CID, their governing bodies, officials, agents, employees and independent contractors, respectively, shall not be liable to the Company for damages of any kind or nature whatsoever or otherwise if any ordinance of the City adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City or the CID is prevented from performing any of their covenants and agreements herein or the Company is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit actions by the Company seeking specific performance of relevant contracts. Any such claims by the Company shall be limited to amounts advanced by the Company pursuant to **Section 10** of this Agreement; provided that on or after the date that is ten (10) years after the date of execution of this Agreement, the CID shall not be liable for any amounts advanced by the Company pursuant to **Section 10** of this Agreement.

(b) The Company releases from and covenants and agrees that the City, the CID and their governing bodies, officials, agents, employees and independent contractors, respectively, shall not be liable for, and agrees to indemnify and hold harmless the governing bodies, officials, agents, employees and independent contractors, respectively, thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Project Improvements, except as such may be caused by the intentional conduct, gross negligence, or other acts or omissions of the City, the CID, their governing bodies, officials, agents, employees or independent contractors, respectively, that are contrary to the provisions of this Agreement.

(c) The City, the CID, their governing bodies, officials, agents, employees and independent contractors, respectively, shall not be liable for any damage or injury to the persons or property of the Company or its officers, agents, independent contractors or employees or any other person who may be about the Project Site or the Project Improvements due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the City, the CID, their governing bodies, officials, agents, employees, or independent contractors, respectively, that are contrary to the provisions of this Agreement.

(d) All covenants, stipulations, promises, agreements and obligations of the City and the CID contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the CID, respectively, and not of any of their governing body, officials, agents, employees or independent contractors in their individual capacities, respectively.

(e) No member of the governing body, officials, agents, employees or independent contractors of the City or the CID shall be personally liable to the Company in the event of a default or breach by any party under this Agreement.

(f) The Company agrees to indemnify, defend and hold harmless the City, the CID, their governing bodies, officials, agents, employees and independent contractors, respectively, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with (i) this Agreement, (ii) the construction of the Project Improvements, and (iii) the negligence or willful misconduct of the Company, its governing body, officials, agents, employees or independent contractors in connection with the management, development and construction of the Project Improvements, except as such may be caused by the intentional conduct, gross negligence or breach of this Agreement by the City, the CID, their governing bodies, officials, agents, employees or independent contractors, respectively.

(g) To the extent permitted by law, the Company agrees to indemnify, defend, and hold harmless the City, the CID, their governing bodies, officials, agents, employees and independent contractors, respectively, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Project Site in connection with the construction of the Project Improvements or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Project Site in connection with the construction of the Project Improvements, regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs provided said release or threat of release is not caused as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to the construction of the Project Improvements, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating, to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project Site in connection with the construction of the Project Improvements, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Project Site in connection with the construction of the Project Improvements; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this paragraph, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials,

hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 *et seq.*), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, order, rule or regulation.

Notwithstanding anything herein to the contrary, the indemnity made by the Company in this **Section 11** shall survive the termination of this Agreement.

**Section 12. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**Section 13. Waiver.** Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

**Section 14. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**Section 15. Anti-Israel Discrimination.** Pursuant to Section 34.600, RSMo., the Company certifies it is not currently engaged in and shall not, for the duration of this Agreement, 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.

**Section 16. No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

**Section 17. Further Acts.** The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

**Section 18. Modification.** This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

**Section 19. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

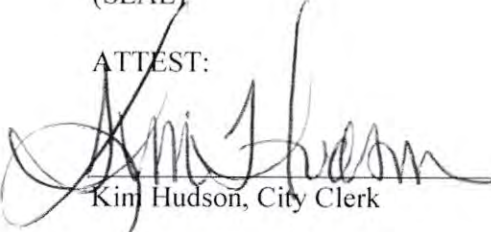
IN WITNESS WHEREOF, the City, the CID and the Company have caused this Agreement to be executed in their respective names and the City, the CID and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written.

CITY OF ST. CHARLES, MISSOURI

By:   
Daniel J. Borgmeyer, Mayor

(SEAL)

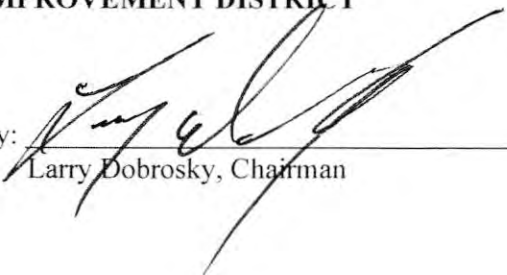
ATTEST:

  
Kim Hudson, City Clerk



**RIVERPOINTE COMMUNITY  
IMPROVEMENT DISTRICT**

By:

  
Larry Dobrosky, Chairman

(SEAL)

ATTEST:

  
Holly Magdziarz, Secretary

CNP8 REAL ESTATE, LLC

By: David Johnson  
Name: DAVID JOHNSON  
Title: FOUNDER

**EXHIBIT A**

**FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, CNP8 REAL ESTATE, LLC (the “*Company*”), pursuant to that certain Cooperation Agreement dated as of October \_\_, 2024, among the City of St. Charles, Missouri (the “*City*”), the Riverpointe Community Improvement District (the “*CID*”) and the Company (the “*Agreement*”), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_, the Project Improvements have been substantially completed in a good and workmanlike manner and in accordance with the Agreement.
2. Lien waivers for the Project Improvements have been obtained.
3. This Certificate of Substantial Completion is being issued by the Company to the City in accordance with the Agreement to evidence the Company’s satisfaction of all obligations and covenants related to the completion of the Project Improvements.
4. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate in accordance with the terms of the Agreement shall evidence the satisfaction of the Company’s agreements and covenants to complete the Project Improvements.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CNP8 REAL ESTATE, LLC**

By: \_\_\_\_\_  
Name:  
Its:

ACCEPTED:

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]

(Insert Notary Form(s) and Legal Description if recording)

**RCA FORM (OFFICE USE ONLY)**

Bill # 13895

MEETING/DATE: 9/24/2024

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 3

Sponsor(s): Vince Ratchford

**Description:**

An Ordinance Authorizing the City of St. Charles, Missouri, to enter into a Cooperation Agreement with the Riverpointe Community Improvement District and CNP8 Real Estate, LLC.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

This ordinance approves a Cooperation Agreement between the City, the Riverpointe Community Improvement District ("CID") and CNP8 Real Estate, LLC ("CNP8"). Pursuant to the terms of the agreement, CNP8 will construct a parking lot on the site of former Fire Station No. 2, and the CID will reimburse CNP8 in installments plus interest for the cost of the parking lot.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA prepared by: Legal Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

**RESOLUTION NO. 2024-10**

**A RESOLUTION IMPOSING A COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX, CALLING AN ELECTION THEREFOR, AND PRESCRIBING THE FORMS AND ADMINISTRATIVE RULES AND REGULATIONS FOR REPORTING AND COLLECTING THE COMMUNITY IMPROVEMENT DISTRICT SALES AND USE TAX.**

**WHEREAS**, in accordance with the provisions of Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), the Riverpointe Community Improvement District (the "District") intends to impose a one percent (1.0%) sales and use tax (the "CID Sales Tax") on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, with certain exceptions listed in the CID Act, and call an election therefor; and

**WHEREAS**, pursuant to Section 67.1545 of the CID Act, this Resolution shall not be effective unless and until the Board of Directors of the District submits to the qualified voters of the District a proposal to authorize the Board of Directors of the District to impose the CID Sales Tax;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** Subject to the approval of a majority of the qualified voters of the District voting thereon by mail-in ballot in accordance with Section 67.1545.1 of the CID Act, there is hereby imposed, effective April 1, 2025, a one percent (1.0%) community improvement district sales and use tax on all retail sales within the District which are subject to taxation under Sections 144.010 to 144.525 of the Revised Statutes of Missouri (the "Sales Tax Law"), and the rules and regulations of the director of revenue issued pursuant thereto, for the purpose of providing revenues to pay eligible costs in accordance with the CID Act. The CID Sales Tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

**Section 2.** The CID Sales Tax is hereby imposed upon all such sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail, to the extent and in the manner provided in the Sales Tax Law, and the rules and regulations of the director of revenue issued pursuant thereto, except that the rate of the tax shall be as prescribed herein. Notwithstanding the foregoing, the use tax portion of the CID Sales Tax shall be imposed to the extent permitted by law.

**Section 3.** Promptly after adoption of this Resolution, there shall be submitted to the "qualified voters" (as that term is defined and used in the CID Act) of the District, by mail-in ballot, a proposal to authorize the CID Sales Tax in substantially the following form:

**Shall the Riverpointe Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?**

**Section 4.** The form of the Notice of Election for said election, a copy of which is attached hereto as **Exhibit A**, is hereby approved. The District's General Counsel is hereby authorized to make any changes necessary to the form of the notice as may be required by the St. Charles County Election Authority.

**Section 5.** If a majority of the votes cast by the qualified voters on the proposed CID Sales Tax are in favor of the tax, then this Resolution is adopted. If a majority of the votes cast by the qualified voters are opposed to the CID Sales Tax, then this Resolution is void. The District shall pay for any costs for the printing of ballots, as reasonably required by the St. Charles County Election Authority.

**Section 6.** The District's General Counsel is hereby authorized to (a) notify the St. Charles County Election Authority of the election in substantially the form attached as **Exhibit B** hereto and (b) if the proposal is approved, within 10 days after the qualified voters have approved the proposal, notify the Director of the Department of Revenue in accordance with Section 67.1545 of the CID Act and Section 32.087 of the Revised Statutes of Missouri, in substantially the form attached as **Exhibit C** hereto and mailed by first-class United States mail, return receipt requested. The CID Sales Tax shall become effective on the first day of the second calendar quarter after the Director of the Department of Revenue receives notice of the adoption of the CID Sales Tax (April 1, 2025).

**Section 7.** Every retailer within the District that is subject to the CID Sales Tax shall add the CID Sales Tax imposed to the retailer's sale price, and when so added, such tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price.

**Section 8.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 9.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 10.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of Page Intentionally Left Blank.]*

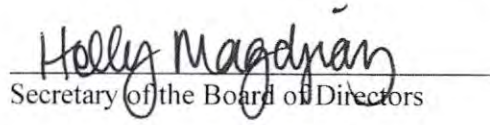
PASSED this September 13, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**

**NOTICE OF ELECTION  
RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT**

Notice is hereby given to the qualified voters of the Riverpointe Community Improvement District (the "District") that the Board of Directors of the District has called an election to be held in the District on **December 3, 2024**, via mail-in ballot, on the proposition contained in the following sample ballot:

**OFFICIAL BALLOT**

**MAIL-IN ELECTION  
RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT  
PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX  
DECEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

The approval of the proposition will authorize the imposition of a one percent (1.0%) sales tax, to be collected in addition to the other sales taxes provided for by law, on all receipts from the sale at retail of all tangible personal property or taxable services at retail within the Riverpointe Community Improvement District that are subject to taxation under the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri.

The election will be held via mail-in ballot. All qualified voters have been mailed ballots. Completed ballots must be returned to the St. Charles County Election Authority, 397 Turner Boulevard, St. Peters, Missouri 63376 **no later than 5:00 p.m. on December 3, 2024.**

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kurt Bahr  
St. Charles County Election Authority

**EXHIBIT B**

**NOTICE TO ELECTION AUTHORITY**

September \_\_\_\_, 2024

Mr. Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

Re: Request for Public Election to Approve Community Improvement District Sales Tax

Dear Mr. Bahr:

In accordance with Section 115.125 of the Revised Statutes of Missouri, you are hereby notified that the Riverpointe Community Improvement District (the "District"), by resolution duly adopted by the Board of Directors, has called for a special election in the District on **December 3, 2024** regarding the imposition of a community improvement district sales and use tax. A copy of the resolution and the legal Notice of Election are enclosed.

This election will be conducted via mail-in ballot pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and the Mail Ballot Election Act, Sections 115.650 to 115.660 of the Revised Statutes of Missouri. Only those "Qualified Voters," as that term is defined in Section 67.1401.2(14)(b) of the CID Act will be allowed to vote. The District believes there are three qualified voters (the City of St. Charles, Missouri, CNP8 Real Estate LLC, and Tower Co 2013 LLC).

We understand that as a result of this Notification, your office will be responsible for publication of the Notice of Election and the conduct of the election. However, with your permission, the District is willing to mail the ballot via certified mail to the qualified voters on your behalf. Such mailing would occur on November 4, 2024 (so that the District can confirm that the City of St. Charles, Missouri, CNP8 Real Estate LLC, and Tower Co 2013 LLC are still the only qualified voters as of 30 days prior to the election pursuant to Section 67.1401.2(14) of the CID Act). The ballots would still be returned to your office for counting.

We enclose several copies of this Notification and request that you sign the receipt at the bottom of each copy, retain one copy and return the remaining copies to us using the enclosed self-addressed stamped envelope.

Upon successful conclusion of the election, please send me three copies each of the affidavit of publication of the Notice of Election, election ballot and abstract of votes.

Thank you for your time and consideration in conducting this election. If you have any questions, please do not hesitate to contact me at (314) 436-1000.

Very truly yours,

---

Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Community Improvement District

Filed in my office at \_\_\_\_\_: \_\_\_\_\_ .m. on \_\_\_\_\_, 2024.

---

Kurt Bahr  
St. Charles County Election Authority

**OFFICIAL BALLOT**  
**MAIL-IN ELECTION**  
**RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT**  
**PROPOSAL TO IMPOSE A ONE PERCENT (1.0%) SALES AND USE TAX**  
**DECEMBER 3, 2024**

**PROPOSITION**

Shall the Riverpointe Community Improvement District (the "District") impose a community improvement district-wide sales and use tax at the maximum rate of one percent (1.0%) for a period not to exceed 25 years from the date on which such tax is first imposed for the purposes of providing revenue to acquire, construct, install, maintain and equip certain improvements within the District, perform services within the District and to operate, administer and maintain the District?

[ ] YES      [ ] NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

By submitting this Ballot to the Board of Directors of the Riverpointe Community Improvement District, the undersigned hereby certifies, represents and warrants that the undersigned is an owner in fee (or a legally authorized representative) of one or more parcels located within the District per the tax records for real property of St. Charles County, Missouri, as of November 3, 2024, which is the 30th day before the date of this election.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS BALLOT MAY BE RETURNED BY MAIL OR HAND DELIVERY TO:

Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

## NOTICE TO ELECTION AUTHORITY

September 17, 2024

### VIA FEDERAL EXPRESS

Mr. Kurt Bahr  
St. Charles County Election Authority  
397 Turner Boulevard  
St. Peters, Missouri 63376

Re: Request for Public Election to Approve Community Improvement District Sales Tax

Dear Mr. Bahr:

In accordance with Section 115.125 of the Revised Statutes of Missouri, you are hereby notified that the Riverpointe Community Improvement District (the "District"), by resolution duly adopted by the Board of Directors, has called for a special election in the District on **December 3, 2024** regarding the imposition of a community improvement district sales and use tax. A copy of the resolution and the legal Notice of Election are enclosed.

This election will be conducted via mail-in ballot pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and the Mail Ballot Election Act, Sections 115.650 to 115.660 of the Revised Statutes of Missouri. Only those "Qualified Voters," as that term is defined in Section 67.1401.2(14)(b) of the CID Act will be allowed to vote. The District believes there are three qualified voters (the City of St. Charles, Missouri, CNP8 Real Estate LLC, and Tower Co 2013 LLC).

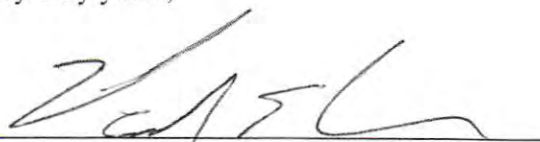
We understand that as a result of this Notification, your office will be responsible for the conduct of the election. However, with your permission, the District is willing to mail the ballot via certified mail to the qualified voters on your behalf and arrange for publication of the Notice of Election. Such mailing would occur on November 4, 2024 (so that the District can confirm that the City of St. Charles, Missouri, CNP8 Real Estate LLC, and Tower Co 2013 LLC are still the only qualified voters as of 30 days prior to the election pursuant to Section 67.1401.2(14) of the CID Act). The ballots would still be returned to your office for counting.

We enclosed several copies of this Notification and request that you sign the receipt at the bottom of each copy, retain one copy and return the remaining copies to us using the enclosed self-addressed stamped envelope.

Upon successful conclusion of the election, please send me three copies each of the election ballot and abstract of votes. We will provide you with an affidavit of publication for the Notice of Election.

Thank you for your time and consideration in conducting this election. If you have any questions, please do not hesitate to contact me at (314) 436-1000.

Very truly yours,



Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Community Improvement District

Filed in my office at 12:01 p.m. on September 19, 2024.



Kurt Bahr  
St. Charles County Election Authority



**EXHIBIT C**

**NOTICE OF IMPOSITION OF SALES TAX**

December \_\_\_\_, 2024

VIA CERTIFIED MAIL

Director of Revenue  
Harry S. Truman State Office Building  
301 West High Street  
Jefferson City, Missouri 65101

Re: Notice of imposition of community improvement district sales tax

The Riverpointe Community Improvement District (the "District") is a community improvement district established pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and an ordinance of the City of St. Charles, Missouri. The District adopted Resolution No. 2024-10 on September 13, 2024, imposing a sales and use tax (the "District Sales Tax") on all retail sales within the District, pursuant to Section 67.1545 of the CID Act.

The CID Act states that the resolution shall not become effective until the District's Board of Directors submits a proposal to authorize the District Sales Tax to the "qualified voters" of the District, as that term is defined in the CID Act. The District held an election in accordance with the Mail Ballot Election Act (Sections 115.650 to 115.660 of the Revised Statutes of Missouri) on December 3, 2024.

Pursuant to Section 32.087 of the Revised Statutes of Missouri, this letter shall serve as notification that a majority of the votes cast by the qualified voters of the District were in favor of the District Sales Tax. A copy of the Election Results, Resolution No. 2024-10, and a map clearly showing the boundaries of the District are enclosed herein. The District is located wholly within the incorporated boundaries of the City of St. Charles, Missouri. Also enclosed is a list of businesses that generate retail sales, which would be subject to the District Sales Tax, currently operating within the District at this time. The District's Board of Directors respectfully requests you to begin collecting the District Sales Tax on April 1, 2025, which is the first day of the second calendar quarter after the date of this notice.

If you have any questions regarding this notice, please feel free to contact me at (314) 436-1000.

Very truly yours,

---

Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Community Improvement District

Enclosures

**NOTICE OF IMPOSITION OF SALES TAX**

December 5, 2024

VIA CERTIFIED MAIL

Director of Revenue  
Harry S. Truman State Office Building  
301 West High Street  
Jefferson City, Missouri 65101

Re: Notice of imposition of community improvement district sales tax

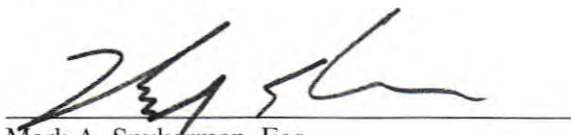
The **Riverpointe Community Improvement District** (the "District") is a community improvement district established pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and an ordinance of the City of St. Charles, Missouri. The District adopted Resolution No. 2024-10 on September 13, 2024, imposing a sales and use tax (the "District Sales Tax") on all retail sales within the District, pursuant to Section 67.1545 of the CID Act.

The CID Act states that the resolution shall not become effective until the District's Board of Directors submits a proposal to authorize the District Sales Tax to the "qualified voters" of the District, as that term is defined in the CID Act. The District held an election in accordance with the Mail Ballot Election Act (Sections 115.650 to 115.660 of the Revised Statutes of Missouri) on December 3, 2024.

Pursuant to Section 32.087 of the Revised Statutes of Missouri, this letter shall serve as notification that a majority of the votes cast by the qualified voters of the District were in favor of the District Sales Tax. A copy of the Election Results, Resolution No. 2024-10, and a map clearly showing the boundaries of the District are enclosed herein. The District is located wholly within the incorporated boundaries of the City of St. Charles, Missouri. Also enclosed is a list of businesses that generate retail sales, which would be subject to the District Sales Tax, currently operating within the District at this time. The District's Board of Directors respectfully requests you to begin collecting the District Sales Tax on April 1, 2025, which is the first day of the second calendar quarter after the date of this notice.

If you have any questions regarding this notice, please feel free to contact me at (314) 436-1000.

Very truly yours,



Mark A. Spykerman, Esq.  
Gilmore & Bell, P.C.  
General Counsel  
Riverpointe Community Improvement District

Enclosures

**RESOLUTION NO. 2024-11**

**A RESOLUTION APPOINTING OFFICERS OF THE DISTRICT.**

**WHEREAS**, the Riverpointe Community Improvement District (the “District”) is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”); and

**WHEREAS**, the District’s Bylaws require the District’s Board of Directors to appoint annually a chairman, vice chairman, treasurer, assistant treasurer, secretary, assistant secretary and such other officers as may be deemed appropriate;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
<u>Larry Dobrosky</u>	Chairman
<u>Brad Temme</u>	Vice Chairman
<u>Jennifer O’Connor</u>	Treasurer
<u>Kory Goodson</u>	Assistant Treasurer
<u>Holly Magdziarz</u>	Secretary
<u>Zach Tusinger</u>	Assistant Secretary

**Section 2.** Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**PASSED** this December 11, 2024.



*[Handwritten Signature]*  
\_\_\_\_\_  
Chairman of the Board of Directors

(SEAL)

ATTEST:

*Holly Magdyan*  
\_\_\_\_\_  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-12**

**A RESOLUTION AUTHORIZING AND DIRECTING CERTAIN OFFICERS AND AGENTS OF THE DISTRICT TO OPEN A DEPOSITORY/CHECKING BANK ACCOUNT ON BEHALF OF THE DISTRICT AND MAKE ARRANGEMENTS FOR A FISCAL AGENT; AND DESIGNATING CERTAIN OFFICERS AS AUTHORIZED AGENTS OF THE DISTRICT FOR THE PAYMENT OF MONEY FROM THE DISTRICT'S ACCOUNT.**

**WHEREAS**, the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, grants the board of directors of a community improvement district the authority to possess and exercise certain legislative and executive powers; and

**WHEREAS**, the Board of Directors of the Riverpointe Community Improvement District (the "District") hereby finds and determines that it is necessary and desirable to direct certain officers and agents of the District to open a depository/checking bank account at Commerce Bank, N.A. to hold the administrative and operating funds of the District (the "District Sales Tax Trust Fund"); and

**WHEREAS**, the Board of Directors desires to designate certain officers of the District as authorized agents of the District for the payment of money from the District Sales Tax Trust Fund;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Board of Directors of the District hereby authorizes and directs the Chairman, Treasurer and Gilmore & Bell, P.C., to open the District Sales Tax Trust Fund. The Chairman and Treasurer are hereby designated as the authorized agents of the District for the payment of money from the District Sales Tax Trust Fund. All payments from the District Sales Tax Trust Fund are subject to annual appropriation by the District.

**Section 2.** The Chairman is hereby authorized to enter into a fiscal agent agreement in a form acceptable to the District's legal counsel to provide for the transfer and expenditure of funds from the District's Trust Fund, in accordance with the transactions contemplated by Resolution No. 2024-2 and appropriated operating expenses of the District.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments (including bank resolutions, signature cards and all other documents related to the District Sales Tax Trust Fund) as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

**PASSED** this December 11, 2024.



  
\_\_\_\_\_  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**RESOLUTION NO. 2024-13**

**A RESOLUTION ADOPTING AN AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 AND A BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025.**

**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision to prepare an annual budget; and

**WHEREAS**, on June 17, 2024, the Board of Directors of the Riverpointe Community Improvement District (the “District”) adopted a budget for the District’s fiscal year ending December 31, 2024 (the “2024 Budget”); and

**WHEREAS**, the Board of Directors hereby finds and determines that it is necessary to amend the 2024 Budget (the “Amended 2024 Budget”) and adopt a budget for the District’s fiscal year ending December 31, 2025 (the “2025 Budget” and, together with the Amended 2024 Budget, the “Budgets”);

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The Board of Directors of the District hereby adopts the District’s amended budget for the fiscal year ending December 31, 2024 and budget for the fiscal year ending December 31, 2025, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2.** The amounts set forth on the Budgets are hereby appropriated for the purposes set forth therein for the respective fiscal year.

**Section 3.** All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

*[Remainder of page intentionally left blank.]*

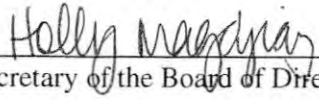
PASSED this December 11, 2024.



  
Chairman of the Board of Directors

(SEAL)

ATTEST:

  
Secretary of the Board of Directors

**EXHIBIT A**

**AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 AND  
BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**

**RIVERPOINTE  
COMMUNITY IMPROVEMENT  
DISTRICT**

**AMENDED BUDGET FOR  
THE FISCAL YEAR ENDING  
DECEMBER 31, 2024**

**AND**

**BUDGET FOR  
THE FISCAL YEAR ENDING  
DECEMBER 31, 2025**

## RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

### BUDGET MESSAGE

#### BACKGROUND

The Riverpointe Community Improvement District (the "District") was created on August 19, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-112 of the City of St. Charles, Missouri.

#### ISSUANCE OF DEBT

The District has no outstanding obligations.

#### REVENUE SOURCES

On September 13, 2024, the Board of Directors of the District authorized the imposition of a one percent (1.0%) sales and use tax on all retail sales made within the District (the "CID Sales and Use Tax"). The CID Sales and Use Tax was approved by the qualified voters of the District at an election held on December 3, 2024. The CID Sales and Use Tax will begin on April 1, 2025, and will remain in place for up to twenty-five (25) years.

The District anticipates that the CID Sales and Use Tax will generate \$50,000 in revenue during the fiscal year ending December 31, 2025.

#### EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY

##### *Fiscal Year Ending December 31, 2025 budget:*

- Total estimated revenues of \$50,000.
- Total estimated disbursements of \$50,000.

#### BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2024 and ending December 31, 2024, and (2) beginning January 1, 2025 and ending December 31, 2025.

Respectfully Submitted,



Treasurer

Riverpointe Community Improvement District

**Riverpointe Community Improvement District**  
Fiscal Year Comparison

	2024 (Year-to-Date)*	2024 Budget (Original)	2024 Budget (Amended)	2025 Budget
<b>Collections</b>				
Sales Tax Revenue	-	-	-	\$ 50,000.00
City Contribution	238.00	-	479.40	-
Interest	-	-	-	-
<b>Total Collections</b>	<u>238.00</u>	<u>-</u>	<u>479.40</u>	<u>50,000.00</u>
<b>Disbursements</b>				
Bank Fees	-	-	-	-
Legal Fees	-	-	-	4,500.00
Insurance	-	-	-	-
District Administration Fees	-	-	-	-
Fiscal Agent Fees	-	-	-	-
Parking Lot Improvements	-	-	-	45,500.00
Miscellaneous Expenses	238.00	-	479.40	-
<b>Total Disbursements</b>	<u>238.00</u>	<u>-</u>	<u>479.40</u>	<u>50,000.00</u>
Increase (decrease) in cash from operations	-	-	-	-
<b>Fund Transfers</b>				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
<b>Total fund transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-
Cash balance at beginning of period	-	-	-	-
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*As of 12/9/2024

**Riverpointe Community Improvement District**

Fund Statement

2024 Fiscal Year Activity as of December 9, 2024

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ -
City Contribution	238.00
Interest	-
	<hr/>
<b>Total Collections</b>	<u>238.00</u>
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Miscellaneous Expenses	238.00
	<hr/>
<b>Total Disbursements</b>	<u>238.00</u>
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	<hr/>
<b>Total fund transfers</b>	<u>-</u>
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	<hr/>
<b>Cash balance at end of period</b>	<u><u>\$ -</u></u>

**Riverpointe Community Improvement District**

Fund Statement  
2024 Original Budget

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ -
City Contribution	-
Interest	-
	<hr/>
<b>Total Collections</b>	<hr/> -
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Miscellaneous Expenses	-
	<hr/>
<b>Total Disbursements</b>	<hr/> -
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	<hr/>
<b>Total fund transfers</b>	<hr/> -
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	<hr/>
<b>Cash balance at end of period</b>	<hr/> <hr/> \$ -

**Riverpointe Community Improvement District**  
Fund Statement  
2024 Amended Budget

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ -
City Contribution	479.40
Interest	-
	-
<b>Total Collections</b>	479.40
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Miscellaneous Expenses	479.40
	479.40
<b>Total Disbursements</b>	479.40
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	-
<b>Total fund transfers</b>	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	-
<b>Cash balance at end of period</b>	\$ -

**Riverpointe Community Improvement District**

Fund Statement

2025 Budget

	<b>General Fund</b>
<b>Collections</b>	
Sales Tax Revenue	\$ 50,000.00
City Contribution	-
Interest	-
	<hr/>
<b>Total Collections</b>	<b>50,000.00</b>
	<hr/>
<b>Disbursements</b>	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	45,500.00
Miscellaneous Expenses	-
	<hr/>
<b>Total Disbursements</b>	<b>50,000.00</b>
	<hr/>
Increase (decrease) in cash from operations	-
<b>Fund Transfers</b>	
Transfers in	-
Transfers out	-
	<hr/>
<b>Total fund transfers</b>	<b>-</b>
	<hr/>
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	<hr/>
<b>Cash balance at end of period</b>	<b>\$ -</b>
	<hr/> <hr/>

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Hollander, Foust and Galba *MITCHELL* *West*

**Description:**

Resolution of Support of application for the City of St. Charles to become a Missouri Blue Shield Community. The purpose of this resolution is to demonstrate St. Charles City's commitment to enhance public safety, foster law enforcement support, encourage community partnerships related to public safety, and reduce violent crime within its jurisdiction.

**Contract Extension/Renewal:** Yes  No   
**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove   
**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

The Police Department requests and recommends approval of the resolution for submitting the City of St. Charles application to become a Missouri Blue Shield Community. Executive Order 25-03, signed by Governor Mike Kehoe on January 13, 2025, established the "Blue Shield Program", a statewide initiative to recognize local governments that are committed to public safety within their community. Communities with the Missouri Blue Shield designation will be eligible to apply for future grant funding for law enforcement training and equipment.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** \$ 0.00 N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA prepared by: VW Dept. Dir. *[Signature]* Finance Dir. *[Signature]* Dir. of Admin. *[Signature]*

Resolution No. \_\_\_\_\_

Sponsors: Mark Hollander, Justin Foust, Michael Galba, Mary West, Denise Mitchell

A RESOLUTION OF SUPPORT FOR SUBMISSION OF AN APPLICATION FOR THE CITY OF ST. CHARLES TO BECOME A MISSOURI BLUE SHIELD COMMUNITY.

Whereas, the Honorable Governor Mike Kehoe, on January 13, 2025, issued Executive Order 25-03 and thereby established the “Blue Shield Program,” a statewide initiative to recognize local governments that are committed to public safety within their community which shall be administered by the Missouri Department of Public Safety; and

Whereas, the “Blue Shield” designation recognizes and supports a local government’s efforts to enhance public safety, foster law enforcement support, encourage community partnerships relative to public safety and a commitment to reduce violent crime within its jurisdiction, and, further, allows for a community with the designation to be eligible to apply for future grant funding for law enforcement training and equipment; and

Whereas, the City of St. Charles meets the eligibility criteria for the Blue Shield Program, and desires to submit an application to become a Blue Shield designated community; and

Whereas, a resolution of support for the submission of an application to the Blue Shield Program will assist in the City’s desire to obtain a Blue Shield community designation and, thereby, to participate in the program and be eligible for future grant funding; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ST. CHARLES, MISSOURI AS FOLLOWS:

SECTION 1. The City Council of the City of St. Charles, Missouri hereby supports the submission of an application to the Missouri Department of Public Safety for designation of the City as a Blue Shield community.

SECTION 2. The Mayor is granted continuing authority to execute all documents necessary to carry out the intent of this Resolution.

SECTION 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Michael Galba, Presiding Officer

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz      4/8/2025  
\_\_\_\_\_  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



## Program Requirements

The below requirements must be met to be acknowledged as a Missouri Blue Shield Community. Required documentation for the application is noted below the requirement.

1. The local government's governing body shall adopt a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction.
  - Upload the local government's resolution document.
2. The local government has made extraordinary investments in public safety in the last 5 years or has included extraordinary funding for public safety in the current budget.
  - Upload a signed letter from the treasurer indicating increases in law enforcement personnel or budget.
3. The community has participated in policing initiatives.
  - Select from a list of community policing initiatives. See Exhibit 1.
4. The local government's law enforcement agency has a police officer recruitment and retention program.
  - Upload the policy.
5. The local government has partnered with local stakeholders in a joint effort to invest in and/or improve public safety in a significant way.
  - Describe the partnership or upload supporting documentation.
6. The local government has demonstrated effectiveness in reducing crime or created innovative programs that attempt to reduce crime.
  - Describe the program or upload supporting documentation.
7. The local government's law enforcement agency participates in regional anti-crime task forces, or has a demonstrated commitment to be a willing partner with them in the future.
  - Describe the law enforcement agency's participation or upload a letter in intent to participate in regional anti-crime task forces.
8. The local government's law enforcement agency is committed to proactive policing practices
  - Select from a list of proactive policing practices. See Exhibit 2.
9. The local government's law enforcement agency must be in compliance with at least the following statutes: sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.
  - Attest to compliance with the above statutes.
10. The local government should also include a summary of their law enforcement agency's recent accomplishments and goals for the coming year and next five years.
  - Describe the law enforcement agency's recent accomplishments.
  - Describe the local government's goals in supporting and investing in its local law enforcement agency.



Exhibit 1

Community Policing Initiatives

- |   |   |
|---|---|
| <input type="checkbox"/> Neighborhood Watch Programs        | <input type="checkbox"/> Crisis Intervention Teams (CIT)      |
| <input type="checkbox"/> Police Athletic Leagues (PAL)      | <input type="checkbox"/> Community Cleanups                   |
| <input type="checkbox"/> Community-Oriented Police Stations | <input type="checkbox"/> Business Watch Programs              |
| <input type="checkbox"/> Foot and Bike Patrols              | <input type="checkbox"/> Faith-Based Outreach                 |
| <input type="checkbox"/> Citizen Police Academies           | <input type="checkbox"/> Senior Safety Programs               |
| <input type="checkbox"/> School Resource Officers (SROs)    | <input type="checkbox"/> Reentry Support Programs             |
| <input type="checkbox"/> Community Advisory Boards          | <input type="checkbox"/> Child Development Project (CDP)      |
| <input type="checkbox"/> Coffee with a Cop                  | <input type="checkbox"/> Rape Aggression Defense System (RAD) |
| <input type="checkbox"/> Violence Interruption Programs     | <input type="checkbox"/> Mothers Against Drunk Driving (MADD) |
| <input type="checkbox"/> Homeless Outreach Teams            | <input type="checkbox"/> Other (please list)                  |



Exhibit 2 – Page 1 of 2

Proactive Policing Practices

Community Engagement & Prevention Strategies

- |  |  |
|--|--|
| <input type="checkbox"/> Community-Oriented Policing (COP)                     | <input type="checkbox"/> Business Crime Prevention Partnerships  |
| <input type="checkbox"/> Neighborhood Watch Programs                           | <input type="checkbox"/> Police Athletic Leagues (PALs)          |
| <input type="checkbox"/> School Resource Officers (SROs)                       | <input type="checkbox"/> Community Liaison Officers              |
| <input type="checkbox"/> Crime Prevention Through Environmental Design (CPTED) | <input type="checkbox"/> Gang Prevention & Intervention Programs |
| <input type="checkbox"/> Public Awareness & Education Campaigns                | <input type="checkbox"/> Other (please list)                     |

Data-Driven Policing Strategies

- |  |  |
|--|--|
| <input type="checkbox"/> Predictive Policing               | <input type="checkbox"/> Social Media Monitoring                                   |
| <input type="checkbox"/> CompStat (Comparative Statistics) | <input type="checkbox"/> License Plate Readers (LPRs)                              |
| <input type="checkbox"/> Crime Mapping                     | <input type="checkbox"/> Real-Time Crime Centers (RTCCs)                           |
| <input type="checkbox"/> Hot Spots Policing                | <input type="checkbox"/> Gunshot Detection Systems                                 |
| <input type="checkbox"/> Intelligence-Led Policing (ILP)   | <input type="checkbox"/> National Integrated Ballistic Information Network (NIBIN) |
| <input type="checkbox"/> Fusion Centers                    | <input type="checkbox"/> Other (please list)                                       |



Exhibit 2 – Page 2 of 2

Proactive Policing Practices

Targeted Enforcement & Patrol Strategies

- |   |   |
|---|---|
| <input type="checkbox"/> Directed Patrols                         | <input type="checkbox"/> Repeat Offender Programs (ROPs)      |
| <input type="checkbox"/> Broken Windows Policing                  | <input type="checkbox"/> Parolee & Probation Checks           |
| <input type="checkbox"/> Traffic Enforcement for Crime Prevention | <input type="checkbox"/> Vice & Human Trafficking Task Forces |
| <input type="checkbox"/> Gun Violence Reduction Strategies        | <input type="checkbox"/> Other (please list)                  |

Technology & Surveillance-Based Strategies

- |   |  |
|---|--|
| <input type="checkbox"/> Body-Worn Cameras (BWCs)             | <input type="checkbox"/> Surveillance Camera Networks    |
| <input type="checkbox"/> Predictive Analytics for Dispatching | <input type="checkbox"/> Enhanced Suspect Identification |
| <input type="checkbox"/> Electronic Monitoring of Offender    | <input type="checkbox"/> Other (please list)             |
| <input type="checkbox"/> Crime Analysis Units                 |  |

Collaborative & Specialized Units

- |   |  |
|---|--|
| <input type="checkbox"/> Violent Crime Task Forces                | <input type="checkbox"/> Cybercrime Units                      |
| <input type="checkbox"/> Crisis Intervention Teams (CITs)         | <input type="checkbox"/> Terrorism Early Warning Groups        |
| <input type="checkbox"/> Domestic Violence Prevention Units       | <input type="checkbox"/> Inter-Agency Collaboration Programs   |
| <input type="checkbox"/> Nuisance Abatement Programs              | <input type="checkbox"/> Alternative Crisis Response Teams     |
| <input type="checkbox"/> Financial Crime & Fraud Prevention Units | <input type="checkbox"/> High Intensity Drug Trafficking Areas |
| <input type="checkbox"/> Human Trafficking Prevention Task Forces | <input type="checkbox"/> Other (please list)                   |

## EXECUTIVE ORDER 25-03

WHEREAS, law enforcement is essential for the safety and security of Missouri's citizens, communities, and visitors; and

WHEREAS, engagement between the community and law enforcement plays a critical role in reducing crime by fostering trust between residents and law enforcement; and

WHEREAS, local participation in widespread initiatives cultivates a sense of collective responsibility, trust, and ownership; and

WHEREAS, public safety is the responsibility of communities at large – not just sworn peace officers, and requires commitment from local leaders; and

WHEREAS, community buy-in and accountability plays a significant role in influencing criminal activity within a community; and

WHEREAS, a local government's commitment to enhance public safety, foster law enforcement support, and encourage community partnerships related to public safety are worth encouraging, supporting, and recognizing.

NOW, THEREFORE, I, MIKE KEHOE, GOVERNOR OF THE STATE OF MISSOURI, by virtue of the authority vested in me by the Constitution and the laws of the State of Missouri, hereby order the following:

1. Establishment of the Blue Shield Program: I hereby establish the "Blue Shield Program", a statewide initiative to recognize local governments that are committed to public safety within their community.
2. Directive to the Department of Public Safety: The Missouri Department of Public Safety shall administer the Blue Shield Program.
3. Program Description: A Blue Shield designation recognizes and supports a local government's efforts to enhance public safety, foster law enforcement support, and encourage community partnerships relative to public safety.

4. Eligibility: Local governments that meet the following criteria may be eligible for the Blue Shield Program, as reviewed and approved by the Department of Public Safety:
- The local government's governing body has passed a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction;
  - The local government has made extraordinary investments in public safety in the last five years, or has included extraordinary funding for public safety in the current budget;
  - The community has active community policing initiatives in place or has partnered with local stakeholders in a joint effort to invest in and/or improve public safety in a significant way;
  - The local government's law enforcement agency has a police officer recruitment and retention program;
  - The local government has demonstrated effectiveness in reducing crime or created innovative programs that attempt to reduce crime;
  - The local government's law enforcement agency participates in regional anti-crime task forces, or has a demonstrated commitment to be a willing partner with them in the future; and
  - The local government's law enforcement agency is in compliance with at least the following statutes: sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.

The Director of the Department of Safety may establish additional requirements for local government participation in the program.

Applications for the Blue Shield Program shall be submitted to the Department of Public Safety and include documentation of how the local government has met all of the aforementioned requirements. The local government should also include a summary of their law enforcement agency's recent accomplishments and goals for both the coming year and upcoming five years.

5. Reporting and Accountability: Any local government that receives a Blue Shield designation shall submit a brief report annually to the

Department of Public Safety that describes the local government's dedication to public safety and law enforcement over the past year and its goals for the coming year. If the Department of Public Safety determines a local government no longer meets the requirements of the program, the department may withdraw the designation from the local government. The use of the program insignia is limited to currently active local governments and the Department of Public Safety. If a local government is no longer eligible for the program, they shall cease using the program insignia.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, on this 13th day of January, 2025.

**RCA FORM (OFFICE USE ONLY)**

Bill # 13964

MEETING/DATE: 4/1/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 1

Sponsor(s): Bill Otto

**Description:**

Authorizing the purchase of property at 1718 North Second Street for \$500,000.00 and closing costs not to exceed \$3,000.00 for a total amount of purchase not to exceed \$503,000.00.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

The City's offer to purchase 1718 North Second Street from Doug Medley and Mary Medley, the owners, is \$500,000.00. Frenchtown Transmission previously operated at this location. Old Republic Title Company will handle the closing at which time the Medleys must deliver a general warranty deed to the property. The closing costs are estimated at \$3,000.00, making the total amount of purchase not to exceed \$503,000.00.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** \$ 503,000.00 N/A

**Account #:** 410-100-101-871-101

**Project #:** \_\_\_\_\_

RCA prepared by: Legal Dept. Dir. Hamm Finance Dir. Geo Dir. of Admin. ☺

Bill No. 13964

Ordinance No. \_\_\_\_\_

Sponsor: Bill Otto

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 1718 NORTH SECOND STREET FOR \$500,000.00 AND CLOSING COSTS NOT TO EXCEED \$3,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$503,000.00, AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. The purchase of real property located at 1718 North Second Street identified on the attached Exhibit 1 is authorized for a total amount not to exceed \$503,000.00, inclusive of closing costs.

SECTION 2. The Mayor is authorized to execute the Purchase and Sale Agreement substantially the same in form and content as attached hereto and identified as Exhibit 2. The Mayor is granted continuing authority to perform all acts necessary to carry out the intent of this ordinance, including the execution of additional documents and all closing documents.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 3/19/2025  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



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.

Jim O'Leary 3-19-25  
Director of Finance Date

## EXHIBIT 1

### *Legal Description – 1718 North Second Street*

**A lot of ground in Block No. 48 of the City of St. Charles, Missouri described as follows: Beginning at the Northwest corner of said Block No. 48; thence Southwardly along the Eastern line of Second Street, 125 feet 2 inches which point is 131 feet 6 inches North of the Southwest corner of said Block; thence Eastwardly and along the Northern line of property formerly owned by Shulte 160 feet more or less to the Western line of the Public Alley; thence Northwardly along the Western line of said alley 125 feet 2 inches more or less to the Southern line of Wilkerson Street; thence Westwardly, along the Southern line of Wilkerson Street, a distance of 160 and 1/2 feet more or less to the place of beginning.**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered as of the last date signed below by and between CITY OF ST. CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri ("Purchaser"), and Doug Medley and Mary Medley, as husband and wife ("Seller"). The words "party," "parties," "Party" or "Parties" refers to Seller or Purchaser, or both.

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

1.1. The real property commonly referred to as 1718 North 2<sup>nd</sup> Street in the City of St. Charles, MO 63301 located in the County of St. Charles, Missouri, with a parcel identification number of 6-007C-B048-00-0006.0000000. Notwithstanding the foregoing, it is agreed and understood that the description of the land attached hereto is sufficient for purposes of this Agreement creating binding obligations of the parties hereunder;

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

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

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

2. **Purchase Price.** Subject to the terms and conditions hereof, on the Closing Date (as hereinafter defined), the Seller shall sell to Purchaser and Purchaser shall purchase from Seller, the Property for the purchase price in the amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) (the "Purchase Price"). Purchaser shall pay the Purchase Price, subject to Section 3 herein and, at Closing (as hereinafter defined), subject to the prorations and

adjustments described in Section 4 herein. Payment of the Purchase price shall not be contingent upon financing of Purchaser.

3. **Payment of Purchase Price.** The Purchase Price shall be payable by wire transfer to Old Republic Title Company, located at 7421 Mexico Road, Suite 201, St. Peters, MO 63376 (the "Title Company") on the Closing Date and then by wire transfer from the Title Company to Seller, subject to the adjustments provided in this Agreement at Closing.

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

5. **Property Sold "As Is."** Excepting for the performance of environmental site assessments, the satisfactory acceptance of which shall be in Purchaser's sole discretion, and those warranties and representations in Section 10, the Property is otherwise being conveyed to Purchaser without any warranties or any kind except as set forth in this Agreement.

6. **Closing.** The closing of the purchase and sale of the Property contemplated herein (the "Closing") is to occur at the offices of the Title Company within fifteen (15) calendar days of

the expiration, or earlier waiver, of the Inspection Period (as defined in Section 12) as may be extended by in writing upon the mutual consent of the parties, or at such other date, time or place upon which the Parties may mutually agree in writing (the "Closing Date"). At the Closing, Seller is to deliver to Purchaser a general warranty deed duly executed and acknowledged by Seller transferring and conveying to Purchaser good and marketable title to the Property free and clear of all liens and encumbrances (the "Deed"), and Purchaser is to deliver to Seller the Purchase Price in accordance with Section 3 herein.

**7. Possession.**

7.1 Subject to paragraph 7.2 below and as otherwise provided in this Agreement, Purchaser shall take possession of the Property on the Closing Date.

7.2. Purchaser acknowledges that the Property is currently subject to that certain lease, dated February 1, 2025, by and between the Seller and Gibbons-Hughes Company, LLC (the "Lease Agreement"). Upon Closing, the Seller agrees to assign, and the Purchaser agrees to assume, the Lease Agreement and all Seller's obligations thereunder by execution and delivery of a mutually agreeable Lease Assignment and Assumption Agreement (the "Lease Assignment"). As a condition precedent to Closing, Seller shall present to Purchaser an Estoppel Certificate executed by Patrick Hughes of Gibbons-Hughes Company, LLC, in a form satisfactory to Purchaser.

**8. Title.** In addition to the conditions precedent to Closing set forth elsewhere in this Agreement, the obligations of Purchaser under this Agreement are contingent upon Purchaser's receipt, at Purchaser's expense, of a title commitment (and copies of all instruments reflected as exceptions thereon) in a form and substance satisfactory to Purchaser based upon a reasonable person test (collectively, the "Title Commitment") covering all of the Property. Purchaser will endeavor to obtain the Title Commitment within twenty (20) days after the execution of its counterpart of this Agreement. Promptly after receiving the Title Commitment showing all exceptions, Purchaser shall provide Seller with written objections, if any, to title within five (5) days of receipt of the Title Commitment. Seller shall have ten (10) days thereafter in which to notify Purchaser regarding whether it will attempt to cure such objections and, if so, thirty (30) days from such notice in which to cure all such objections. Any title encumbrances or exceptions

set forth in the Title Commitment that Purchaser does not object to will be deemed permitted exceptions to Seller's title (the "Permitted Exceptions"). If any of Purchaser's objections are not cured by removal, disposal, endorsement over, or otherwise, or if Seller is unable or unwilling to cure such objections following its election to attempt to cure same, within ten (10) days following either such notice or failure to cure, Purchaser may elect, by written notice to Seller, either to (a) waive the objections not cured at which point such objections shall become Permitted Exceptions, or (b) terminate this Agreement such that the Parties shall have no further obligations hereunder.

**9. Conditions Precedent to Closing.**

9.1. Seller's Conditions. All of the obligations of Seller hereunder are subject to the satisfaction of every one of the conditions precedent set forth in this Agreement unless, and only to the extent, Seller waives in writing the following obligations and conditions of Purchaser: (i) the representations and warranties of Purchaser herein are true and correct as of the Closing Date; (ii) the covenants, agreements and undertakings of Purchaser herein have been complied with in all material respects; and (iii) Purchaser delivers the Purchase Price in accordance with Section 3 at Closing.

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

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

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

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

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

10.3. To the best of Seller's knowledge, there are no unrecorded or non-public liens encumbering the Property caused by Seller or unpaid bills owed by Seller in connection with the Property which are unpaid past any applicable due date.

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

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

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

11.1. Purchaser has the legal capacity and authority to execute, deliver and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto; and this Agreement and the other actions and documents

required of Purchaser hereunder are or shall be, as the case may be, binding on and enforceable against Purchaser.

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

12. **Purchaser's Access to the Property – Inspections.** For a period of one hundred twenty (120) days after the execution of this Agreement (the "Inspection Period"), Purchaser, its agents, engineers, surveyors and other representatives, may access the Property for purposes of inspecting the physical condition thereof, including the performance of environmental site assessments at Purchaser's cost. Purchaser shall coordinate all such access through Seller with not less than two (2) business days' prior written notice. At Seller's option, Seller may elect to have a representative of Seller present when Purchaser or its representatives enter the Property. To the extent permitted by applicable law, Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, damages, actions, or amounts that may be paid by Seller arising from or related to Purchaser's inspections or access to the Property, regardless whether caused by Purchaser or Purchaser's agents, engineers, surveyors, or other representatives. Purchaser's obligations under the preceding sentence shall survive any expiration or termination of this Agreement. At any time during the Inspection Period, Purchaser may terminate this Agreement at its sole discretion by notifying Seller in writing of its intent to terminate. If the Purchaser fails to notify the Seller in writing of its intent to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be obligated to timely close on the Property, pursuant to Section 6 herein.

13. **Commission.** Both Purchaser and Seller hereby acknowledge that Scout Realty Group, LLC ("Purchaser's Broker") is the Purchaser's Limited Agent and solely represents the Purchaser with regard to this transaction and that Purchaser's Broker is not representing or an agent of the Seller. Purchaser agrees to pay a commission to Purchaser's Broker at closing pursuant to a separate agreement. Purchaser and Seller acknowledge that this broker relationship was disclosed to the Purchaser and Seller or their respective agents.

Seller acknowledges that it has no contract or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to commission or finder's fee from Seller as a procuring cause of the sale contemplated herein. In the event that any broker or finder perfects a claim, Seller shall indemnify, save harmless and defend Purchaser from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by Purchaser in defending against the same.

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

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

To Purchaser:	City of St. Charles, Missouri Director of Administration, Larry Dobrosky 200 North Second Street St. Charles, Missouri 63301
With a Copy to:	City Attorney, Michael Cullen 200 North Second Street, Rm 401B St. Charles, Missouri 63301
To Seller:	Doug Medley & Mary Medley 7 Huntington Forest Ct W SE Charles MO 63301

16. **Miscellaneous.**

16.1. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties, whether oral or written.

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

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

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

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

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

16.7. Legal Fees. All legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the Party incurring such costs and expenses. In the event any Party brings suit to construe or enforce the terms of this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and expenses.

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

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

16.10. Effective Date. The effective date of this Agreement shall be the first business day following the latest date of mutual execution of this Agreement.

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

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

**PURCHASER:**

CITY OF ST. CHARLES, MISSOURI

\_\_\_\_\_  
By: Daniel J. Borgmeyer, Mayor      Date

**SELLER:**

DOUG MEDLEY

Doug Medley  
Doug Medley

Title: owner

Date: 3-16-25



**SELLER:**

MARY MEDLEY

Mary Medley  
Mary Medley

Title: owner

Date: 3-16-25

Attest:

\_\_\_\_\_  
City Clerk

**RCA FORM (OFFICE USE ONLY)**

Bill # 13972

MEETING/DATE: 04/15/2025

Regular (X) Special ( ) Comm. of Whole ( )

ATTACHMENT: YES (X) NO ( )

Report ( ) Resolution ( ) Ordinance (X)

**Request for Council Action**

Wards: All Sponsors: Denise Mitchell, Mark Hollander, Mary West, Justin Foust, Vince Ratchford  
Bart Haberstroh, Bill Otto

Description: An ordinance authorizing an Intergovernmental Memorandum of Understanding between the St. Charles City Fire Department and the St. Charles County Police Department.

\*\*\*\*\*

- Contract Extension/Renewal: Yes( ) No(X)
- Information Paper Attached: Yes(X) No( )

\*\*\*\*\*

**Board/Committee/Commission: Approve ( ) Disapprove ( )**

St. Charles Fire Department agrees to provide medical support for the St. Charles County Regional SWAT Team ("SCCRST") in the form of emergency medical technicians and/or paramedics ("tactical medics") and necessary on-scene medical equipment. St. Charles County Police Department will provide tactical training and safety equipment to assigned tactical medics such as ballistic vests and other necessary equipment.

STAFF RECOMMENDATION: Approve

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Account #: \_\_\_\_\_ Fiscal Impact: \_\_\_\_\_ Project #: \_\_\_\_\_

RCA prepared by: SMM Dept. Dir. Jiny 204 Finance Dir. qao Dir. of Admin. g

Bill No. 13972

Ordinance No. \_\_\_\_\_

Sponsors: Denise Mitchell, Mark Hollander, Mary West, Justin Foust, Vince Ratchford, Bart Haberstroh, Bill Otto

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, ON BEHALF OF ITS FIRE DEPARTMENT, AND ST. CHARLES COUNTY, ON BEHALF OF ITS POLICE DEPARTMENT, TO PROVIDE TACTICAL EMERGENCY MEDICAL SUPPORT FOR THE ST. CHARLES COUNTY REGIONAL SWAT TEAM.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Memorandum of Understanding for Tactical Emergency Medical Support from the City of St. Charles Fire Department for the St. Charles County Regional SWAT Team by and between the City of St. Charles and St. Charles County, is approved. The Memorandum of Understanding shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Memorandum of Understanding and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziaz 4/17/25  
Holly Magdziaz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



**SIGN  
HERE**

**MEMORANDUM OF UNDERSTANDING**  
for  
TACTICAL EMERGENCY MEDICAL SUPPORT FROM THE  
CITY OF ST. CHARLES FIRE DEPARTMENT FOR THE ST. CHARLES COUNTY  
REGIONAL SWAT TEAM

This Agreement is made between St. Charles County on behalf of the St. Charles County Police Department (“SCCPD”) and the City of St. Charles on behalf of the St. Charles City Fire Department (“SCFD”). In consideration of the promises contained in this Agreement and other valuable consideration, the parties agree as follows:

**WHEREAS**, recognizing the dangerous conditions and the conduciveness for injury during a tactical police deployment, an agreement for the provision of on-scene medical support is desired between the SCCPD and SCFD so that the SCFD may provide tactical emergency medical support (TEMS) to the St. Charles County Regional SWAT Team; and

**WHEREAS**, sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract and cooperate with each other for the operation of a common service; and

**WHEREAS**, the undersigned parties have each been authorized through order or ordinance of their respective governing bodies to enter into this Memorandum of Understanding for the common service of providing skilled medical support for the St. Charles County Regional SWAT Team under the terms more specifically set forth herein.

**I. Overview.** SCFD agrees to provide medical support for the St. Charles County Regional SWAT Team (“SCCRST”) in the form of emergency medical technicians and/or paramedics (“tactical medics”) and necessary on-scene medical equipment. SCCPD will provide tactical training and safety equipment to assigned tactical medics such as ballistic vests and other necessary equipment.

The tactical medics provided by SCFD shall be full-time employees of SCFD and shall have been selected by SCCPD officials. Only personnel completing the federal Counter Narcotics and Terrorism Operational Medical Support (CONTOMS) program sponsored by the United States Department of Health and Human Services, or other recognized program as approved by the SCCPD Medical Director, may participate. Participation in this program is voluntary; the tactical medics remain employees of SCFD and are compensated by SCFD during actual call-outs.

SCCPD will select and incorporate the tactical medics as full team members, notifying the SCFD employee on all SCCRST call-outs. SCCPD requires that the tactical medics continuously train with SCCRST and maintain active practice and training in the medic profession.

The tactical medic’s role on the team is one solely of medical support; therefore, the tactical medics will be unarmed and positioned at the discretion of the SWAT commander as the

## EXHIBIT A

situation dictates. However, generally the tactical medics will be positioned somewhere within the “warm zone” of the objective.

- II. Responsibility of the SCFD Medics.** The tactical medic serves as the team medical officer and shall:
- A.** Ensure the transfer of information to appropriate medical personnel to save valuable time during the treatment of injury or illness.
  - B.** Monitor the medical effects of environmental conditions on individuals and team performance.
  - C.** Provide field medical treatment to team members injured or taken ill while engaged in mission activity. Ensure that team members are afforded the best possible treatment and are transferred in a timely manner to an appropriate level of care. Provide humanitarian medical assistance to non-law enforcement personnel injured or taken ill during an operation until appropriate transfer to the EMS system can be safely effected. Elect when and where ambulances should be located in a stand-by mode during operations.
  - D.** Serve as the patient advocate for officers who are treated by other medical providers. Establish good working relationships with local EMS systems and with receiving medical institutions and assure appropriate integration of the team’s medical program with local health care delivery system. Keep commanding officers apprised of his/her findings and recommend actions to ensure optimum outcomes for the officer and the team following injury or illness.
  - E.** Conduct Medical Threat Assessments to determine the potential impact of medical/health factors on a mission and serving as the Medical Intelligence Officer. Serve as a health information resource for team members. The tactical medic is the commanders’ medical conscience and advisor on matters relating to the health of the team.
  - F.** Provide medical care under the direction of the SCCPD medical director (“Physician”), using medical protocols and standing orders as established by the Physician. Provide medical and operational documentation to the Physician for review.
  - G.** Be available several times per month on an on-call basis to respond to SCCRST call-outs, responding within 20 minutes to all calls. The on-call tactical medic shall carry a cell phone at all times while on call. He/She will also carry a SCCPD-issued mobile radio during responses to assure communications with the emergency communications center (ECC) as well as the other members of the SWAT Team.
- III. Responsibility of the SWAT Commander.** The tactical medic serves as an advisor to the unit commander, but the health and safety of the team is ultimately a command responsibility, which cannot be abrogated. The commanders shall:

## EXHIBIT A

- A. Provide command-level support to the tactical medics for matters relating to health and safety. The commander should demonstrate through intent and action a true interest and concern in the physical and psychological welfare of team members.
  - B. Ensure appropriate safety measures for the tactical medic are maintained during an operation, including:
    - 1. Positioning the medic at the scene of operation in a position of safe cover, so far as is practical, within the inner perimeter of the operation.
    - 2. Ensuring that the scene is safe, so far as is practical, prior to calling the tactical medic into the inner perimeter of the operation.
  - C. Ensure appropriate medical coverage for all team activities.
  - D. Ensure that the SCCPD Physician has medical oversight authority pursuant to Title 19 of the Missouri Code of State Regulations, Division 30, Chapter 40 (19 CSR 30-40) to oversee tactical medic maintenance of his/her medical skills through continuing education and clinical work requirements.
  - E. Ensure that adequate safety equipment, supplies, and other resources are provided for the tactical medic to carry out his/her mission.
  - F. Facilitate implementation of the tactical medics' recommendations when determined to be in the best interest of the team.
- IV. Goals of Tactical Medical Support Activity.** Implementation of an effective tactical medical support program is directed at achieving these important goals:
- A. Provide for a safer environment in which the tactical medic performs his/her duties at the scene of a tactical operation.
  - B. Enhance mission accomplishment.
  - C. Reduce death, injury, illness and related effects, among officers, medics, innocents, and perpetrators.
  - D. Reduce line-of-duty injury and disability cost to both agencies.
  - E. Reduce lost work time for specially trained, hard-to-replace tactical medics and officers.
  - F. Maintain good team morale when true concern for the members' good health is realized.
- V. Training and Qualifications.** Certain basic principles guide the development of a sound medical support program. These include:

## EXHIBIT A

- A. Tactical medics will be trained to at least the EMT level and will be required to maintain current certification through the State of Missouri Bureau of Emergency Medical Services (BEMS). Tactical medics will also maintain certification in International Trauma Life Support (ITLS), PreHospital Trauma Life Support (PHTLS), or similar certification.
- B. Tactical medics must be familiar with, and able to effectively coordinate with, the entire health system, from the area of operation to the receiving medical facility.
- C. Tactical medics must work with the tactical team on a regular basis and must be trained to understand mission objectives, tactics used, weapons, pyrotechnics, and other devices likely to be employed, and communication policies and procedures. In order to function effectively in support of a tactical team, the tactical medic must have a working knowledge of the team, its tools, and tactics.
- D. Tactical medics must maintain their clinical skills by actively participating in patient care activities on a regular basis.
- E. Tactical medics shall complete specialized training that teaches the skills necessary to operate in the austere environment and maintain CONTOMS certification as an "Emergency Medical Technician-Tactical."

### **VI. Financial Matters and Liability.**

- A. SCFD is responsible for tactical medics' pay and benefits, including off duty call out compensation and worker's compensation coverage.
- B. Minimum Limits of Insurance. Each political subdivision shall maintain a commercial general liability insurance policy for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo 2000, as amended.
- C. The insurance policy shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.
- D. Indemnification.
  - 1. Claims Arising From SWAT Team Actions. St. Charles County does hereby release and agree to indemnify, defend and hold harmless the City

EXHIBIT A

of St. Charles, SCFD, and each tactical medic from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the activities, conduct and actions of the SWAT Team during a SWAT Team operation, including without limitation property damage or injury to, or death of persons.

2. Limitations. Notwithstanding any other provision of this Agreement, the County reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its County employees as set forth in § 105.010 of the Ordinances of St. Charles County, Missouri, as may be amended from time to time.
  3. Hiring Own Counsel; Effect. Any tactical medic or SCFD shall have the right to retain their own counsel to defend against a claim, but in that event the County shall be relieved of any obligation of defense and indemnification imposed by this Agreement.
- E. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to any party to this Agreement of a claim by a third party relating to a SWAT Team operation, the notified party shall promptly report said claim to the County Counselor's Office. The County Counselor or designee shall have the primary responsibility to conduct an initial investigation of said claim.
- F. Any person or political subdivision seeking the benefit of indemnification and/or defense from the County pursuant to this Agreement shall cooperate with the attorneys conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence, attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.
- G. Release of claims for workers' compensation liability. Each party to this Agreement accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for members of the SWAT Team.

**VII. Additional Terms.**

- A. These principles and policies are hereby understood and agreed upon by SCCPD and SCFD.
- B. This Agreement is not intended to modify or supersede previous agreements between St. Charles County and St. Charles City, including the St. Charles County Regional SWAT Team Agreement.

EXHIBIT A

C. This Agreement shall be in effect from the date last written below through December 31st of the year first agreed. This Agreement may be terminated at any time by either party, for any reason, upon ten (10) days' prior written notice to the other party at the address written below. This Agreement shall automatically be renewed on January 1 for successive one-year periods unless either party gives written notice on or before December 1 of each year.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

ST. CHARLES COUNTY, MISSOURI

CITY OF SAINT CHARLES,  
MISSOURI



\_\_\_\_\_  
Steve Ehlmann, County Executive      Date

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

Attest:

Attest:

\_\_\_\_\_  
Greg Moore, County Registrar

\_\_\_\_\_  
Kimberly Hudson, City Clerk

Approved as to Legal Form:

Approved as to Legal Form:

\_\_\_\_\_  
Rory O'Sullivan, Acting County  
Counselor      Date

*Holly Magdziarz*      *3/25/2025*  
\_\_\_\_\_  
Holly Magdziarz, Acting City  
Attorney      Date

**RCA FORM (OFFICE USE ONLY)**

Bill # 13973

MEETING/DATE: 4/15/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Bart Haberstroh,

**Description:**

AN ORDINANCE AMENDING ORD #24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #5).

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

The Mayor is recommending that City Council give favorable consideration to the fifth budget amendment for the year 2025.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A N/A

**Account #:** Multiple - Please see details in Bill

**Project #:**

RCA prepared by: js Dept. Dir. gao Finance Dir. gao Dir. of Admin. lj



*Discover.*

April 15, 2025

TO: Members of City Council  
FROM: Finance Department  
SUBJECT: Proposed Amendment to the 2025 Budget  
Budget Amendment #5

The following budget amendment summary is presented for your consideration:

#### PROPERTY PURCHASE

- The City would like to purchase 1718 North Second Street in Frenchtown. The City will borrow funds from additional Street Maintenance Fund Balance to fund this purchase. The Capital Improvement Fund will pay the Street Maintenance Fund back over the next 5 years.

#### INSURANCE REIMBURSEMENTS

- The Police Department received \$22,906.12 for an insurance reimbursement to replace the license plate reader that was damaged. We are requesting an increase in Insurance Reimbursement Revenue for \$22,906.12 and a corresponding increase in Insurance General Liability Claim's expense.
- The Fire Department received \$6,214.69 for an insurance reimbursement for damages to a vehicle during a car accident. We are requesting an increase in Insurance Reimbursement Revenue for \$6,214.69 and a corresponding increase in Insurance General Liability Claim's expense.

*Finance Department*

City of Saint Charles  
200 North Second Street  
Saint Charles, MO 63301  
636.949.3280

Bill No. 13973

Ordinance No. \_\_\_\_\_

Sponsor: Bart Haberstroh

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #4)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as follows:

SECTION 1. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
601-000-000-450-201	Insurance Reimbursement	\$29,120.81	
410-000-000-501-204	Transfer from Street Fund	\$600,000.00	

SECTION 2. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 3. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
601-000-000-752-111	Insurance Claims	\$22,906.12	25PSPOL010
601-000-000-752-111	Insurance Claims	\$6,214.69	
410-100-101-871-101	Land Purchase	\$600,000.00	20ENG1
204-999-999-980-410	Transfer to Capital Fund	\$600,000.00	

SECTION 4. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 5. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 6. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
204-321-001	Street Fund Balance	\$600,000.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz      4/1/2025  
Holly Magdziarz, Asst. City Attorney      Date

\_\_\_\_\_  
City Clerk



**RCA FORM (OFFICE USE ONLY)**

Bill # 13974

MEETING/DATE: 04/15/2025

Regular (X) Special ( ) Comm. of Whole ( )

ATTACHMENT: YES (X) NO ( )

Report ( ) Resolution ( ) Ordinance (X)

**Request for Council Action**

Wards: All Sponsors: Denise Mitchell, Mary West, Mark Hollander, Justin Foust, Vince Ratchford, Bart Habestroh, Bill Otto.

Description: An ordinance authorizing an Intergovernmental Memorandum of Understanding between the City of St. Charles, Missouri Police Department and the United States Marshals Service.

\*\*\*\*\*

- Contract Extension/Renewal: Yes( ) No( X )
- Information Paper Attached: Yes( X ) No( )

\*\*\*\*\*

**Board/Committee/Commission: Approve ( ) Disapprove ( )**

The primary mission of this ongoing joint operation is to investigate and/or arrest persons who have active federal, state, local, tribal and/or territorial arrest warrants adopted by the USMS and/or investigate those in potential violation of any federal law within the purview of the USMS.

STAFF RECOMMENDATION: Approve

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Account #: \_\_\_\_\_ Fiscal Impact: \_\_\_\_\_ Project #: \_\_\_\_\_

RCA prepared by: SMM Dept. Dir. [Signature] Finance Dir. gao Dir. of Admin. [Signature]

Bill No. 13974

Ordinance No. \_\_\_\_\_

Sponsors: Denise Mitchell, Mary West, Mark Hollander, Justin Foust, Vince Ratchford, Bart Haberstroh, Bill Otto

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR NON-FEDERAL AGENCIES BETWEEN THE CITY OF ST. CHARLES POLICE DEPARTMENT AND THE UNITED STATES MARSHALS SERVICE.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Memorandum of Understanding for Non-Federal Agencies between the City of St. Charles Police Department and the United States Marshals Service, is approved. The Memorandum of Understanding shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Memorandum of Understanding and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. The Mayor may, in his or her discretion, enter into agreements for subsequent years that are substantially similar to the agreement approved herein, provided that any such agreement shall not exceed a term of 10 years and shall be subject to the same budgetary limitations as the current agreement.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 4/17/25  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



**United States Marshals Service**  
**Fugitive Task Force**  
**Memorandum of Understanding**  
**For Non-Federal Agencies**  
Rev. 08/2024

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the **St. Charles City Police Department** and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."), and 28 U.S.C. § 566(c) and (e)(1)(D) (USMS authorized to "assist State, local, and other Federal law enforcement agencies...in locating and recovering missing children" [566(e)(1)(A)]...and to... "command all necessary assistance to execute its duties" [566(c)]). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will

be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt felony violent crime arrest warrants non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. All members of the RFTF/VOTF, including Task Force Officers (TFO), when operating on task force missions are prohibited from seeking "no knock" warrants or making "no knock" entries unless done in compliance with USMS policy and the DOJ Deputy Attorney General memorandum, dated September 13, 2021, restricting "no knock" entries to specific scenarios. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency. Specially deputized task force officers are authorized to assist with USMS missing child recovery investigations undertaken by the USMS pursuant to the applicable USMS Policy Directive and Standard Operating Procedure.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending

availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms. DUSMs and SDUSM task force officers involved in USMS missing child recovery investigations may only transport recovered missing children in USMS GOVs consistent with applicable USMS Policy Directives, SOPs, and current official guidance.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF.

Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, EVIDENCE, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged

and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

In accordance with Department of Justice guidance, all firearms and fired cartridge casings seized as part of a Department-funded criminal investigation shall be promptly entered into the ATF's National Integrated Ballistic Information Network (NIBIN). If a partner agency seizes the firearm or fired cartridge casings, they shall process the seized items per their NIBIN agreement with the ATF. Partner agencies that do not have a NIBIN agreement with the ATF should request assistance from the ATF to accomplish NIBIN processing at an ATF Field Division or NIBIN lab site.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The

TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NO KNOCK ENTRIES:** It is the policy of both the Department of Justice (DOJ) and the USMS to limit the use of “no knock” entries into residences in connection with the execution of arrest

and search warrants. This includes those warrants adopted by the USMS regardless of the issuing court or tribunal.

A per policy, "No knock" entries are limited to circumstances where there is an imminent threat of physical harm. This threshold is narrower than that permitted by law - for example, USMS personnel must "knock and announce" even when they have reason to believe that doing so could result in the destruction of evidence.

In the absence of a judicially-authorized "no knock" warrant, task force personnel operating on a task force mission may conduct a "no knock" entry only when there arises at the scene exigent circumstances such that knocking and announcing would create an imminent threat of physical violence which could result in serious injury or death to anyone present (i.e., law enforcement, the subject, the public, etc.).

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

All media inquiries and press releases related to missing child investigations will be handled in accordance with the applicable USMS Standard Operating Procedure and should only be done in conjunction with the lead investigative agency as part of the overall coordinated effort to locate and recover the missing child.

**RELEASE OF LIABILITY:** The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim

under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case- by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: MO-E VOTF**

**UNITED STATES MARSHAL:**

**Print Name: Johnathan J. Jordan**

**Signature:**

**Date:**

**RFTF COMMANDER (where applicable):**

**Print Name:**

**Signature:**

**Date:**

**PARTNER AGENCY:**

**Name: St. Charles City Police Department**

**Location (City, State): St. Charles, MO**

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** *Ray Juengst, Chief of Police*

**Signature:** *[Handwritten Signature]*

**Date:** *03/31/2025*

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:**

**Signature:**

**Date:**

**City of St. Charles, Missouri**

**Daniel J. Borgmeyer, Mayor**



**Attest:**

**Kimberly Hudson, City Clerk**

**RCA FORM (OFFICE USE ONLY)**

Bill # 13975

MEETING/DATE: 4/15/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Michael Galba

**Description:**

An ordinance amending Section 700.150, Section 705.160 and Section 705.220 of the Code of Ordinances to delete references to the Public Works Advisory Board as the recommending board for the setting of water and sewer service rates, deposits and fees.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

The ordinance will amend Code Sections 700.150, 705.160 and 705.220 which currently reference the Public Works Advisory Board as a recommending board for water and sewer service rates, deposits and fees. The amendment is necessary because the code sections which established the board and its duties were repealed by Ordinance 24-001, and going forward such duties will be handled by a task force of appropriately qualified persons. Upon enactment of this ordinance, the duties related to the recommendation of rates, deposits and fees will be placed with the Director of Public Works and/or the Director of Finance.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** \$ 0.00 N/A

**Account #:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project #:** N/A

RCA prepared by: Legal Dept. Dir. Hamm Finance Dir. Gao Dir. of Admin. J

Sponsor: Michael Galba

AN ORDINANCE AMENDING SECTION 700.150, SECTION 705.160 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO DELETE REFERENCES TO THE PUBLIC WORKS ADVISORY BOARD AS THE RECOMMENDING BOARD FOR THE SETTING OF WATER AND SEWER SERVICE RATES, DEPOSITS AND FEES.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Section 700.150 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 700.150. Water Service Rates, Deposits And Fees Recommended By ~~The Public Works Advisory Board~~ And Established By Ordinance.**

A. Rates, deposits, fees and charges for water service shall be recommended by the ~~Public Works Advisory Board~~ Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges for water service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on July 1, 2021, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
<b>Customer Classification:</b>					
City resident or commercial bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
City resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$3.97	\$4.19	\$4.42	\$4.64	\$4.87
Tier 2 (8,000 – 25,000)	\$4.25	\$4.48	\$4.73	\$4.97	\$5.22
Tier 3 (> 26,000)	\$4.60	\$4.85	\$5.12	\$5.38	\$5.65
County resident or commercial bi-monthly charge	\$7.68	\$8.10	\$8.54	\$8.98	\$9.42
County resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$6.47	\$6.83	\$7.21	\$7.57	\$7.95
Tier 2 (8,000 – 25,000)	\$6.93	\$7.31	\$7.71	\$8.10	\$8.51
Tier 3 (> 26,000)	\$7.50	\$7.91	\$8.35	\$8.77	\$9.21
City commercial rate per 1,000 gallons	\$4.19	\$4.42	\$4.66	\$4.89	\$5.13
County commercial rate 1,000 gallons	\$6.83	\$7.20	\$7.60	\$7.97	\$8.36
Special bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
Special rate per 1,000 gallons	\$3.77	\$3.98	\$4.20	\$4.41	\$4.63

- B. Effective July 1, 2010, the minimum water meter charges for City residents and for County residents, based upon meter size, were established and are set forth in Section 150.030.
- C. New Customer Deposit.
  - 1. Each new owner-occupied water service customer and each new tenant water service customer shall pay to the City an initial deposit in the amounts stated in Section 150.030. The deposit shall be returned to the customer when:
    - a. The customer discontinues water service, in which case the City shall refund the deposit by first crediting the customer's account to offset the final bill and then issuing a check for any remaining amount due to the customer; or
    - b. The customer has no delinquent water bills during a two-year period, in which case the City shall refund the deposit by crediting the customer's account to offset subsequent bills.
  - 2. No customer shall be required to pay a deposit who has previously owned or leased property in the City within the preceding five (5) years, paid the deposit, and had the deposit returned after the two-year period.
- D. There is established an additional deposit requirement and a reconnection fee for all water service reconnections made during regular business hours; and for reconnections not made during regular business hours, an additional fee shall be charged. These fees are stated in Section 150.030. At the time a reconnection is made, the customer is required to pay to the City the full amount due on the delinquent bill, the additional deposit requirement and the reconnection fee. Notwithstanding the foregoing, no owner-occupied deposit account shall exceed one hundred fifty dollars (\$150.00) and no tenant water service customer account shall exceed two hundred dollars (\$200.00). For purposes of this Section, regular business hours are Monday through Friday on days City Hall is open for business and between the hours of 8:00 A.M. and 4:30 P.M. There shall be no fee charged for emergency reconnection of water service.
- E. Tap Reschedule Fee.
  - 1. Forty eight (48) hours notice is required for scheduling taps.
  - 2. The contractor is responsible for all excavations, shoring or sloping if needed and site restoration. The City of St. Charles Water Division

reserves the right to deny tapping procedure if unsafe or hazardous conditions are present.

3. Upon arrival to the site, all material will be inspected by water division personnel to ensure compliance with material specifications. If materials are not in compliance or on site and ready for inspection, the tap must be rescheduled when materials are in compliance or on site ready for inspection and excavation is deemed acceptable. A one hundred dollar (\$100.00) rescheduling fee must be paid prior to an appointment being rescheduled, to avoid any additional charges, the appointment must be cancelled two (2) hours prior to the scheduled time.
- F. Meter Test Fee. Customers may request a water meter to be tested. The customer can make one (1) request during the life of the meter at no cost to the customer. Routine testing or testing to confirm any abnormalities will be done at the discretion of the Water Department. Customers may be charged the amount stated in Section 150.030 for additional tests requested by the customer if the meter testing shows the meter is within AWWA accuracy limits. Customers may witness the meter test by scheduled appointment only at the Public Works Facility.
  - G. There is established an additional fee equal to ten percent (10%) of the water service bill, or a minimum of five dollars (\$5.00), for the late payment of the water service bill.
  - H. Effective September 1, 2009, water tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030. Rates for unmetered and main extensions also are listed therein. Sprinkler systems that run off a domestic tap with more than twenty (20) sprinkler heads are subject to a fifty percent (50%) increase in the listed rates.
  - I. Water tap-on fees shall not be assessed for construction projects of the City.
  - J. Effective January 1, 2018, the annual fee for customers with unmetered fire protection based on the size of the fire line shall be the amounts set forth in Section 150.030, with reference to the tap size at a water main.
  - K. Failure of the City to submit a service bill or a delinquent notice shall not excuse the water customer from the obligation to pay for water service when the bill is submitted.
  - L. Whenever, for any cause, a water meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of water supplied during such period and

the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 2. Section 705.160 of the Code of Ordinances of the City of St. Charles, Missouri is hereby repealed in its entirety as follows:

**Section 705.160. Public Works Advisory Board Recommending Authority (Reserved).**

~~The Public Works Advisory Board is authorized to recommend appropriate rules and regulations concerning private or individual sewage disposal for approval by ordinance. The provisions of Section 705.170 shall be incorporated into those rules and regulations.~~

SECTION 3. Section 705.220 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 705.220. Sewer Service Rates Recommended By Public Works Advisory Board And Established By Ordinance.**

A. Rates and charges for the use and services of the sanitary sewer system shall be recommended by the Public Works Advisory Board Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges shall be made and collected against each lot, parcel of land or premises which may have any active sewer connection with the sanitary sewer system or which may actively discharge sewage or industrial waste, either directly or indirectly, into such sewer system or any part thereof, unless the City was otherwise contractually obligated to a different rate and charge before the effective date of Ord. No. 79-47, May 16, 1979. The rates and charges for sewer service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on July 1, 2021, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
<b>Customer Classification:</b>					
City resident or commercial bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
City resident rate per 1,000 gallons	\$7.52	\$7.90	\$8.30	\$8.67	\$8.93
City commercial rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63
County resident or commercial bi-monthly charge	\$13.80	\$14.50	\$15.22	\$15.90	\$16.38
County resident or commercial rate per 1,000 gallons	\$10.03	\$10.53	\$11.06	\$11.56	\$11.91
Special bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
Special rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63

- B. Tap-on fees, user charges and surcharges shall be recommended by the ~~Public Works Advisory Board~~ Director of Public Works and/or the Director of Finance and established by ordinance. Effective September 1, 2009, sewer tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030.
- C. Sewer tap-on fees shall not be assessed for construction projects of the City.
- D. Failure of the City to submit a service bill or a delinquent notice shall not excuse the sewer customer from the obligation to pay for sewer service when the bill is submitted.
- E. Whenever, for any cause, a meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of sanitary sewer service provided as determined by the estimated amount of water supplied during such period and the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 4. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5. This Ordinance shall be in full force and effect from and after the date of passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest

Holly Magdziarz 4/1/2025  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



**RCA FORM (OFFICE USE ONLY)**

Bill # 13976

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Bart Haberstroh

**Description:**

AN ORDINANCE AMENDING ORD #24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #6).

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

The Mayor is recommending that City Council give favorable consideration to the sixth budget amendment for the year 2025.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A N/A

**Account #:** Multiple - Please see details in Bill

**Project #:** \_\_\_\_\_

RCA prepared by: js Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. SP For 10

Bill No. 13976

Ordinance No. \_\_\_\_\_

Sponsor: Bart Haberstroh

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #6)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as follows:

SECTION 1. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
001-000-000-439-001	Grant Corporate Award	\$3,000.00	
410-000-000-431-206	Grant Federal JAG	\$12,485.00	
001-000-000-450-205	Reimbursed Expenses Revenue	\$5,000.00	
218-000-000-432-200	Grants Tourism	\$80,000.00	

SECTION 2. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 3. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
001-140-401-761-099	Other Operating Supplies	\$3,000.00	25PSFIR015
410-120-258-874-105	Specialized Equipment	\$12,485.00	25PSPOL010
517-502-502-873-110	Stormwater Improvements	\$2,400,000.00	17STM17
001-060-016-733-006	Professional Services Legal	\$5,000.00	
417-451-873-109	Park Improvements	\$2,000,000.00	25PARKS013
217-451-873-109	Park Improvements	\$1,200,000.00	25PARKS029
218-180-801-754-099	Advertising Other	\$160,000.00	25TOURM010
219-000-000-873-199	Other Improvements	\$30,000.00	25MEDIA005
219-000-000-873-199	Other Improvements	\$20,000.00	25MEDIA006

SECTION 4. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 5. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 6. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
517-321-001	Stormwater Fund Balance	\$2,400,000.00	
417-321-001	Parks Capital Fund Balance	\$2,000,000.00	
217-321-001	Parks Fund Balance	\$1,200,000.00	
219-321-001	SBD Fund Balance	\$50,000.00	
218-321-001	Tourism Fund Balance	\$80,000.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 4/21/2025  
Holly Magdziarz, Interim City Attorney Date

\_\_\_\_\_  
City Clerk



*Discover.*

May 6, 2025

TO: Members of City Council  
FROM: Finance Department  
SUBJECT: Proposed Amendment to the 2025 Budget  
Budget Amendment #6

The following budget amendment summary is presented for your consideration.

#### WAPELHORST COMPLEX PROJECT

- The Parks Board approved for several projects with remaining funds to be closed and those funds transferred to a new project for turf infields and upgrades to the amenities at the Wapelhorst Complex. The total of these transfers is \$780,425.00. We are requesting to use \$1,200,000.00 in Parks Fund Balance to meet the total project cost of \$1,980,425.00.

#### DONATION

- The Fire Department received a \$3,000.00 donation from the St. Charles MO Kennel Club for canine equipment for the new fire dog. We are requesting an increase in donation revenue for \$3,000.00 and a corresponding increase in other operating supplies.

#### GRANTS

- The Police Department was awarded \$12,485.00 in grant funds from the Department of Justice BJA FY24 Edward Byrne Memorial Justice Assistance Grant Program to replace the License Plate Reader. We are requesting an increase in grant revenue for \$12,485.00 and a corresponding increase in specialized equipment expense.

#### CLARK STREET

- The Engineering Department has awarded Kolb Grading with the bid for the Clark Street Storm Water construction contract. We are under budgeted in this project to satisfy this contract. We would like use \$2,400,000.00 in Storm Water Fund Balance to fund the remainder of this project.

*Finance Department*

City of Saint Charles  
200 North Second Street  
Saint Charles, MO 63301  
636.949.3280

#### LEGAL PROFESSIONAL SERVICES

- The City will receive two reimbursements for legal expenses. We are requesting an increase of \$5,000.00 in reimbursed revenue and a corresponding increase in legal professional services expense.

#### 97 ACRE RECREATIONAL SITE PROJECT

- The Parks Board passed a Budget Amendment during the April 16, 2025 meeting to use \$2,000,000.00 in Parks Capital Fund Balance to proceed with phase 1 of the development.

#### GRANT ADVERTISING

- The Tourism Department was awarded an additional \$80,000.00 in Grant Advertising for FY2025. We are requesting to use \$80,000.00 in fund balance to cover our matching requirement.

#### MAIN STREET SPECIAL BUSINESS DISTRICT

- At the last Main Street SBD meeting, the Board approved to utilize \$50,000.00 of fund balance towards the new Main Street Sign Project, specifically \$30,000 for the two entry signs (Booneslick and Clark) and \$20,000 for the wayfinding sign project. We are requesting to use fund balance to increase other improvement expense by \$50,000.00.

**RCA FORM (OFFICE USE ONLY)**

Bill # 13977

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Michael Galba

**Description:**

Case No. TA-2025-04. (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, specifically to allow for more than one (1) building per lot within Industrial Zoning Districts.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

The current Zoning Code restricts most properties to one principal building per lot. However, exceptions are already in place for users within the "FD" Frenchtown District and any multi-family residential developments, institutional uses, and hotel/motel developments, recognizing the operational needs of those uses. The proposed Text Amendment recommends extending a similar exception to industrially zoned properties. This amendment would align the Code with contemporary development practices, reduce regulatory barriers, and ensure the City's zoning standards continue to support economic growth and a competitive industrial sector.

The Planning and Zoning Commission considered this item at their April 14, 2025 meeting where the staff introduced the item and there were 0 public speakers. The Commission voted 9 in favor, 0 opposed to forward the application as submitted to the City Council with a favorable recommendation.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: LAB Dept. Dir. [Signature] Finance Dir. gao Dir. of Admin. [Signature]



## AGENDA ITEM #10

# Memorandum

**To:** Planning and Zoning Commission

**From:** Lara Berry, Planner

**Meeting Date:** April 14, 2025

**Subject:** Case No. TA-2025-04, (The City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances, specifically Sections 400.110, 400.240 and 400.250 for the maximum number of buildings on an Industrial lot.

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The current Zoning Code restricts most properties to one principal building per lot. However, exceptions are already in place for users within the “FD” Frenchtown District and any multi-family residential developments, institutional uses, and hotel/motel developments, recognizing the operational needs of those uses. The proposed Text Amendment recommends extending a similar exception to industrially zoned properties.

Modern industrial users, particularly large employers and manufacturers, frequently operate in campus-style environments, with separate structures for manufacturing, warehousing, research and development, and administration. Campus-style developments like Boeing, logistics hubs, and technology parks would benefit from additional flexibility to group related functions on a single lot without artificial boundaries.

Historically, limiting the number of principal buildings per lot helped manage the intensity of use and ensure consistent design; however, in industrial districts, this approach has now created unnecessary hurdles/processes. It can complicate site planning, increase project timelines and costs (subdivision review), and lead to inefficient site layouts designed primarily to meet outdated lot requirements rather than support operational efficiency. Over time, this restriction may prompt applicants to seek variances for what is ultimately a reasonable and expected development pattern.

Previously, setbacks and separation standards were intended to address fire and building safety concerns through lot divisions. Today, modern fire and building codes already regulate structural separations. Through the site plan review process, setbacks, buffers, and landscaping requirements can be tailored effectively to maintain safety, access, and visual standards without relying on invisible boundary lines.

Staff recommends amending the relevant sections of the Zoning Code to permit more than one principal building per lot within industrial zoning districts, subject to site plan review and comply with past efforts for other uses and districts (FD, Frenchtown District). The review process would ensure that access, circulation, and code compliance standards are still met. This amendment would align the Code with contemporary development practices, reduce regulatory barriers, and ensure the City’s zoning standards continue to support economic growth and a competitive industrial sector.

As required by the Zoning Ordinance, the Commission shall conduct a public hearing on the proposed text amendment, deliberate the proposed changes to the zoning code, and vote to provide a recommendation to the City Council. The City Council will conduct a public hearing on May 6, 2025 on the proposed text amendment, receive the Commission’s recommendation, and introduce a bill to amend the zoning code to

adopt the text amendment. If the Commission recommends denial of the text amendment, the Commission is required to state the reasons for the negative recommendation to the City Council to be included in the record. Included is a draft language that provides struck-through text for removal and underlined text for new language.

**Recommended Motion**

*Motion to forward a recommendation of approval to City Council for application TA-2025-04, as submitted.*

### **Section 400.110 Location And Number Of Buildings On A Lot.**

- A. Every building hereafter erected, reconstructed, converted, moved or structurally altered shall be located on a lot as herein defined and in no case shall there be more than one (1) principal building on one (1) lot except as permitted pursuant to Section 400.290, "FD" Frenchtown District, Section 400.240, "I-1" Light Industrial District, and Section 400.250, "I-2" Heavy Industrial District.
- B. There may be more than one (1) multi-family, hotel, motel or institutional building located upon a lot or tract; provided, that:
  - 1. The required yards are maintained around the group of buildings;
  - 2. Buildings that are parallel, or that are within forty-five degrees (45°) of being parallel, shall be separated by a horizontal distance that is at least equal to the height of the highest building;
  - 3. Requirements for dwelling units per acre do not apply to dormitories, fraternities, sororities and other similar living quarters which are accessory to a permitted use and which have no cooking facilities in individual rooms or apartments.

### **Section 400.240 "I-1" Light Industrial District**

- A. Purpose. The purpose of the "I-1" Light Industrial District is to provide sufficient space in appropriate locations for certain types of business and manufacturing, relatively free from offense, on modern landscaped buildings sites, and to make available more attractive locations for these businesses and industries. In order to preserve the land for industry and to avoid future conflicts between industry and residence, future residential uses are restricted.
- B. Permitted Uses. A building or land in the "I-1" District shall be used only for the following purposes:
  - 1. Any use permitted in the "C-1," "C-2" and "C-3" Districts, except dwellings other than permitted below.
  - 2. Aluminum extrusion, rolling, fabrication and forming.
  - 3. Crematoria (cremation facilities), subject to meeting all requirements of State licensing regulations regarding cremation facilities and regarding clean air requirements.
  - 4. Dwellings for resident watchmen and caretakers employed on the premises.
  - 5. Establishments for the rent, sale and repair of heavy machinery.
  - 6. Food lockers, freezers, cold storage facilities.
  - 7. Laboratories, research, experimental or testing, but not testing combustion engines or explosives.
  - 8. Light manufacturing uses similar to those listed below, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, dust, smoke, lint, odor, heat or glare than that which is generally associated with light industries of the types specifically permitted below:
    - a. Beverage blending or bottling, bakery products, candy manufacture, dairy products and ice cream, fruit and vegetable processing and

canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.

- b. Compounding of cosmetics, toiletries, drugs and pharmaceutical products.
  - c. Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.
  - d. Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.
  - e. Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.
  - f. Manufacture of boxes, furniture, cabinets, baskets and other wood products of similar nature.
9. Outside storage of goods used in or produced by permitted commercial and industrial uses or related activities, subject to industrial performance standards.
  10. Radio or television station with receiving-transmission tower.
  11. Railroad spur tracks.
  12. Recycle operation for paper, glass, oil, metal, but not salvage.
  13. Welding or soldering shops.
  14. Wholesale merchandising or storage warehouses.

#### C. Conditional Uses.

1. The following uses may be permitted in the "I-1" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
  - a. Any conditional use listed in the "C-3" District unless permitted by the "I-1" District.
  - b. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacturing or processing.
  - c. Recreational facilities primarily for employees in the district.
  - d. Recreational vehicle campgrounds.
  - e. Temporary shelters.
  - f. The preparation of general purpose industrial commercial and household cleaning products and related chemicals (blending only).
  - g. Towing companies and impound lots.
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-1" District:

1. Minimum lot area: one (1) acre.
2. Minimum lot width at the building line: one hundred fifty (150) feet.
3. Minimum lot depth: two hundred (200) feet.
4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential district.

5. Minimum setbacks measured from building line to property line:
  - a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.

"GPRS" bonus:

All tiers: No part of any building, accessory structure or signs shall be located closer than seventy-five (75) feet to any residential district boundary.

- b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.

"GPRS" bonus:

Tiers 1 and 2: thirty (30) feet.

Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

- d. The rear yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

6. Maximum lot coverage: none.
7. Maximum floor area in square feet: none.
8. Public Utilities. Requirements are contained in Section 400.610.

9. Off-Street Parking And Loading.

a. No parking shall be permitted in a required front yard.

b. (Reserved)[3]

[3]Editor's Note: Former Subsection (D)(9)(b), regarding loading operations to be conducted at the side or rear of buildings, etc., was repealed 7-28-2017 by § 1 of Ord. No. 17-152.

c. Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of Article V, Division 1, Parking.

10. Protective Screening.

a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).

b. Where an "I-1" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-1" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

(1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge of foliage screening; or

(2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

11. Landscaping. The required front, side and rear yards shall be planted with trees and shrubs.

12. Maximum number of primary structures per lot: none.

E. Industrial Performance Standards.

1. Compliance With Standards. Any use or proposed use shall be operated so as to comply with the provisions of this Chapter. If it is deemed necessary by the Building Commissioner in order to determine compliance with these standards by any proposed or expansion of industry, the Commissioner may require any person, firm or corporation to retain an expert consultant or consultants to study and report as to compliance or non-compliance with these performance standards and to advise how a proposed use or proposed expansion of a use can be brought into compliance with these performance standards. Such consultants shall be fully qualified to give the required information and shall be persons or firms mutually agreeable to the Building Commissioner and to the persons or firms of the use in question. In the event of inability to select a mutual consultant, the Planning and Zoning Commission shall select the consultant. The cost of the consultant's services shall be borne by the owner, firm or corporation requesting such use. No use lawfully established before October 25, 1977, shall be hereafter altered or modified so as to conflict with or further conflict with these performance standards.
2. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage of raw, in process, or finished material, and supplies or waste material, or finished or semi-finished products manufactured on the premises, unless screened from the street, or any residential or business district by fences or walls in accordance with these district regulations.
3. Noise. At no point on the boundary of a residential or business district shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation facilities) exceed the decibel levels in the designated octave bands shown in the following table:

Octave Band Frequency (cycles per second)	Maximum Permitted Sound Levels (decibels)	
	Along Residential District Boundaries	Along Business District Boundaries
0 to 75	67	75
75 to 150	65	70
150 to 300	59	63
300 to 600	52	57
600 to 1,200	46	52
1,200 to 2,400	40	45
2,400 to 4,800	34	40
Above 4,800	32	38

Note: Measurement is to be made at the boundary of the nearest residential or business area or at any other point along the boundary where the level is higher.

Sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Measurements shall be made using the flat network of the sound level meter. Impulsive type noises shall be subject to the performance standards hereinafter prescribed, provided that such noises are capable of being accurately measured with such equipment. Noises capable of being so measured, for the purpose of this Chapter, shall be those noises which cause rapid fluctuations of the needle of the sound level meter with a variation of no more than plus or minus two ( $\pm 2$ ) decibels. Noises incapable of being so measured, such as those of an irregular and intermittent nature, should be controlled so as not to become a nuisance to adjacent uses.

4. Smoke And Particulate Matter. The emission of smoke, dusts or any gaseous or particulate matter by any building in an amount sufficient to create a general nuisance to adjoining properties shall be prohibited. Total emission of smoke, dusts and any gaseous or particulate matter shall be limited to the following:
  - a. Ringelmann Requirements. All smoke and the emission of all other particulate matter in quantities sufficient to produce an opacity at any point greater than Ringelmann 3 shall be prohibited. The only exception shall be a plume consisting entirely of condensed steam. A Ringelmann 1 unit is defined as twenty percent (20%) density for one (1) minute. No more than fifteen (15) units of Ringelmann smoke shall be permitted per hour and no smoke more intense than Ringelmann 2, except that during one (1) hour of a twenty-four (24) hour day, thirty (30) units of smoke may be emitted, but with no smoke more intense than Ringelmann 3 as shown on the Ringelmann Chart.
  - b. The emission, from all sources within any lot area, of particulate matter containing more than ten percent (10%) by weight, of particles

having a particulate diameter larger than forty-four (44) microns, shall be prohibited.

- c. Dust and other types of air pollution, borne by the wind from such sources as storage areas, yards, roads and the like within lot boundaries, shall be kept to a minimum by appropriate landscaping, paving, oiling, fencing or acceptable means. Emission of particulate matter from such sources in excess of the weight limitation herein specified shall be prohibited.
5. Odors. No odor shall be emitted by any use permitted in this district in such quantities as to be readily detectable by an average observer at any point on the boundary line of the premises or beyond.
6. Noxious Gases. Processes and operations of permitted uses capable of dispersing gases or toxic particulates into the atmosphere must be hooded or otherwise suitably enclosed. The emission of such toxic gases or particulate matter shall be from a stack.
7. Glare And Heat. Operation producing intense light and heat shall be performed within an enclosed building and not be visible beyond any lot line bounding the property whereon the use is conducted.
8. Vibration. Any operation or activity which shall cause at any time and at any point beyond the boundaries of the lot, earth-borne vibrations, other than background vibrations produced by some source not under control of this Chapter, such as the operations of motor vehicles or other transportation facilities, in excess of the limits set forth in Column I of the table below shall be prohibited. In addition, any operation or activity which shall cause at any time and at any point in a residence district earth-borne vibrations in excess of the limits set forth in Column II of the table below shall be prohibited. Vibration shall be expressed as displacement in inches and shall be measured with a three (3) component measuring system approved by the Building Commissioner.

Frequency (cycles per second)	I Displacement (inches)	II Displacement (inches)
0 to 10	0.0008	0.0004
10 to 20	0.0005	0.0002
20 to 30	0.0002	0.0001
30 to 40	0.0002	0.0001
40 to over	0.0001	0.0001

Note: Impact vibrations which are discrete pulses that do not exceed one hundred (100) impulses per minute shall be permitted twice the displacements shown above in Columns I and II.

[1] Cross Reference: As to penalty, § 400.1890.

**Section 400.250. "I-2" Heavy Industrial District.**

- A. Purpose. The purpose of the "I-2" Heavy Industrial District is to provide for a wide variety of manufacturing, fabricating, processing, wholesale distributing and warehousing uses appropriately located for access by major thoroughfares or railroads, to restrict or prohibit those industries which have characteristics likely to produce serious adverse effects within or beyond the limits of the district. Certain potentially hazardous industries are permitted only after public hearings and review to ensure protection of the public interest and surrounding property and persons. Commercial uses and open storage of materials are permitted, but new residential development is excluded.
- B. Permitted Uses. A building or land in the "I-2" District shall be used only for the following purposes. Where any doubt exists as to the nature of a proposed use, product or process, the proposal shall be considered as a potentially hazardous use and referred to the Board of Adjustment for decision after a public hearing.
1. Any permitted use in the "I-1" Light Industrial District.
  2. Blacksmith shops.
  3. Cleaning and dyeing of garments, hats, carpets and rugs.
  4. Coal and wood yards, coke storage and sales.
  5. Exterminating establishment.
  6. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacture or processing.
  7. Flour, grain and feed storage, blending and packaging, but not milling.
  8. Manufacture or assembly of the following products:
    - a. Abrasive wheels or stones, abrasive paper, cloth and related products.
    - b. Agricultural or farm implements.
    - c. Aircraft and aircraft parts.
    - d. Foundry products.
    - e. Excelsior, wood fiber.
    - f. Ice manufacture.
    - g. Insecticides, fungicides, disinfectants and related industrial and household chemical elements (blending only).
    - h. Leather goods, not including tanning operations.
    - i. Monuments and architectural stone.
    - j. Pottery and figurines or similar ceramic products and kilns fired by electricity or gas only.

- k. Pulp goods, pressed or molded, including paper mache products, paper products, but not manufacture of paper.
  - l. Rubber products and rubber and synthetic fabrics, excluding all rubber and synthetic processing.
  - m. Structural iron and steel fabrication.
  - n. Wall board and plaster, building insulation and composition flooring.
  - o. Wire rope and cable.
  - p. Wood chip and fiberboard.
- 9. Indoor and outdoor storage and sales of building materials (cement, lime in bags or containers, sand, gravel, stone, lumber, structural or reinforcing steel, pipe and the like), but not manufacture or steel fabricating or junk storage.
  - 10. Laundries, linen service.
  - 11. Plating, electrolytic process.
  - 12. Poultry packing, and slaughtering (wholesale).
  - 13. Railroad switching yard, primarily for railroad service in the district, team tracks and spur tracks.
  - 14. Sawmill, including cooperage stock mill, stationery.
  - 15. Soap products, but not soap manufacture.
  - 16. Stone products, sand and gravel, but not crushing or grinding.
- C. Conditional Uses. The following uses or the manufacture, compounding, processing, packaging or treatment of products not specifically listed above or below, but which may have accompanying hazards such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, toxic gases or other pollutants, may be located in the "I-2" Heavy Industrial District, if not in conflict with any State or County law or ordinance, only after the location and nature of such use shall have been approved by the City Council following recommendation by the Planning and Zoning Commission after public hearing as provided in Section 400.980 et seq. The Commission and Council shall review the plans and statements and shall not permit such buildings, structures or uses until there has been shown that the public health, safety, morals and general welfare will be properly protected and that necessary safeguards will be provided for the protection of streams or other water areas or surrounding property and persons. The Commission and Council, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety and shall pay particular attention to protection of the City and its neighbors from the harmful effects of air or water pollution of any type.
- 1. Any conditional use permitted in the "I-1" zoning district.
  - 2. Airports, landing strips and heliports.

3. Ammunition and explosives storage.
4. Asphalt or asphalt products or central asphalt mixing or batching.
5. Concrete products or central mixing and proportioning plant and cement manufacture.
6. Distillery (alcoholic), breweries and makers of alcoholic spirits (non-industrial).
7. Docks, wharves and piers, except for pleasure craft, marine warehouses or storage area, freight storage shed, freight handling equipment.
8. Dredging base, marine construction yard, marine salvage base, but not junk unrelated to marine salvage.
9. Engine testing (internal combustion engines), but not jet engines or rockets.
10. Flour, feed and grain milling.
11. Galvanizing or plating (hot dip).
12. Hides and raw fur, curing, tanning, dressing, dyeing and storage.
13. Incinerators.
14. Junkyards, subject to Section 400.450.
15. Leather tanning and curing.
16. Manufacture of the following products:
  - a. Acetylene generation and storage.
  - b. Adhesives, glue or sizing.
  - c. Alcohol, industrial.
  - d. Asbestos products.
  - e. Candles, including wax or tallow manufacture.
  - f. Film, photographic.
  - g. Glass and glass products.
  - h. Insecticides, fungicides, disinfectants or related industrial or household chemical products.
  - i. Linoleum and other hard-surface floor coverings, except wood.
  - j. Match manufacture.
  - k. Oils, shortening and fats (edible) manufacture and storage.
  - l. Paint, oil, shellac, turpentine or varnish.
  - m. Starch manufacture.
17. Materials recovery facility.

18. Meat or fish products, including slaughtering of animals or poultry or preparation of fish for packing.
19. Petroleum storage.
20. Plastic material and synthetic resins, processing only.
21. Railroad yards.
22. Stockyard.
23. Wood preserving treatment facility.
24. Quarry with rock crushing operation.
25. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. (Reserved)

E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-2" District:

1. Minimum lot area: one (1) acre.
2. Minimum lot width at the building line: one hundred fifty (150) feet.
3. Minimum lot depth: two hundred (200) feet.
4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.

5. Minimum setback requirements measured from building line to property line:

- a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.
- b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.

"GPRS" bonus:

Tiers 1 and 2: thirty (30) feet.

Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

- d. The rear yard setback is zero (0) feet, except thirty (30) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except twenty-five (25) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

6. Maximum lot coverage: none.
7. Floor area in square feet: No requirement.
8. Public Utilities. Requirements are contained in Section 400.610.
9. Off-Street Parking And Loading.
  - a. No parking shall be permitted in required front yard.
  - b. Additional off-street parking and loading requirements are contained in Article V, Division 1, Parking.
10. Protective Screening.
  - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
  - b. Where an "I-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-2" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

- (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening;  
or
- (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly placed.

11. Landscaping. The required front yard shall be planted with trees or shrubs.

12. Maximum number of primary structures per lot: none.

F. Industrial Performance Standards. The same requirements as in Section 400.240(E).

Sponsor: Michael Galba

AN ORDINANCE AMENDING CHAPTER 400 OF THE ZONING CODE OF THE CODE OF ORDINANCES, SPECIFICALLY SECTIONS 400.110, 400.240 AND 400.250 FOR THE MAXIMUM NUMBER OF BUILDINGS ON AN INDUSTRIAL LOT.

Be It Ordained by the City Council of the City of St. Charles, as Follows:

SECTION 1. Section 400.110 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.110 Location And Number Of Buildings On A Lot.**

- A. Every building hereafter erected, reconstructed, converted, moved or structurally altered shall be located on a lot as herein defined and in no case shall there be more than one (1) principal building on one (1) lot except as permitted pursuant to Section 400.290, "FD" Frenchtown District, Section 400.240, "I-1" Light Industrial District, and Section 400.250, "I-2" Heavy Industrial District.
- B. There may be more than one (1) multi-family, hotel, motel or institutional building located upon a lot or tract; provided, that:
  - 1. The required yards are maintained around the group of buildings;
  - 2. Buildings that are parallel, or that are within forty-five degrees (45°) of being parallel, shall be separated by a horizontal distance that is at least equal to the height of the highest building;
  - 3. Requirements for dwelling units per acre do not apply to dormitories, fraternities, sororities and other similar living quarters which are accessory to a permitted use and which have no cooking facilities in individual rooms or apartments.

SECTION 2. Section 400.240 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.240 "I-1" Light Industrial District**

- A. Purpose. The purpose of the "I-1" Light Industrial District is to provide sufficient space in appropriate locations for certain types of business and manufacturing, relatively free from offense, on modern landscaped buildings sites, and to make available more attractive locations for these

businesses and industries. In order to preserve the land for industry and to avoid future conflicts between industry and residence, future residential uses are restricted.

B. Permitted Uses. A building or land in the "I-1" District shall be used only for the following purposes:

1. Any use permitted in the "C-1," "C-2" and "C-3" Districts, except dwellings other than permitted below.
2. Aluminum extrusion, rolling, fabrication and forming.
3. Crematoria (cremation facilities), subject to meeting all requirements of State licensing regulations regarding cremation facilities and regarding clean air requirements.
4. Dwellings for resident watchmen and caretakers employed on the premises.
5. Establishments for the rent, sale and repair of heavy machinery.
6. Food lockers, freezers, cold storage facilities.
7. Laboratories, research, experimental or testing, but not testing combustion engines or explosives.
8. Light manufacturing uses similar to those listed below, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, dust, smoke, lint, odor, heat or glare than that which is generally associated with light industries of the types specifically permitted below:
  - a. Beverage blending or bottling, bakery products, candy manufacture, dairy products and ice cream, fruit and vegetable processing and canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.
  - b. Compounding of cosmetics, toiletries, drugs and pharmaceutical products.
  - c. Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

- d. Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.
  - e. Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.
  - f. Manufacture of boxes, furniture, cabinets, baskets and other wood products of similar nature.
- 9. Outside storage of goods used in or produced by permitted commercial and industrial uses or related activities, subject to industrial performance standards.
  - 10. Radio or television station with receiving-transmission tower.
  - 11. Railroad spur tracks.
  - 12. Recycle operation for paper, glass, oil, metal, but not salvage.
  - 13. Welding or soldering shops.
  - 14. Wholesale merchandising or storage warehouses.
- C. Conditional Uses.
- 1. The following uses may be permitted in the "I-1" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
    - a. Any conditional use listed in the "C-3" District unless permitted by the "I-1" District.
    - b. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacturing or processing.
    - c. Recreational facilities primarily for employees in the district.
    - d. Recreational vehicle campgrounds.
    - e. Temporary shelters.

- f. The preparation of general purpose industrial commercial and household cleaning products and related chemicals (blending only).
  - g. Towing companies and impound lots.
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-1" District:
- 1. Minimum lot area: one (1) acre.
  - 2. Minimum lot width at the building line: one hundred fifty (150) feet.
  - 3. Minimum lot depth: two hundred (200) feet.
  - 4. Maximum height of building: three (3) stories or forty-five (45) feet.
- "GPRS" bonus:
- All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential district.
- 5. Minimum setbacks measured from building line to property line:
    - a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.

"GPRS" bonus:

All tiers: No part of any building, accessory structure or signs shall be located closer than seventy-five (75) feet to any residential district boundary.
  - b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.
- "GPRS" bonus:
- Tiers 1 and 2: thirty (30) feet.

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Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

- d. The rear yard setback is zero (0) feet, except fifty (50) feet adjoining residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except 50 feet when abutting a residential district.

- 6. Maximum lot coverage: none.
- 7. Maximum floor area in square feet: none.
- 8. Public Utilities. Requirements are contained in Section 400.610.
- 9. Off-Street Parking And Loading.
  - a. No parking shall be permitted in a required front yard.
  - b. (Reserved)
  - c. Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of Article V, Division 1, Parking.
- 10. Protective Screening.
  - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
  - b. Where an "I-1" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at

least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-1" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

- (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge of foliage screening; or
- (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

11. Landscaping. The required front, side and rear yards shall be planted with trees and shrubs.

12. Maximum number of primary structures per lot: none.

E. Industrial Performance Standards.

1. Compliance With Standards. Any use or proposed use shall be operated so as to comply with the provisions of this Chapter. If it is deemed necessary by the Building Commissioner in order to determine compliance with these standards by any proposed or expansion of industry, the Commissioner may require any person, firm or corporation to retain an expert consultant or consultants to study and report as to compliance or non-compliance with these performance standards and to advise how a proposed use or

proposed expansion of a use can be brought into compliance with these performance standards. Such consultants shall be fully qualified to give the required information and shall be persons or firms mutually agreeable to the Building Commissioner and to the persons or firms of the use in question. In the event of inability to select a mutual consultant, the Planning and Zoning Commission shall select the consultant. The cost of the consultant's services shall be borne by the owner, firm or corporation requesting such use. No use lawfully established before October 25, 1977, shall be hereafter altered or modified so as to conflict with or further conflict with these performance standards.

2. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage of raw, in process, or finished material, and supplies or waste material, or finished or semi-finished products manufactured on the premises, unless screened from the street, or any residential or business district by fences or walls in accordance with these district regulations.
3. Noise. At no point on the boundary of a residential or business district shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation facilities) exceed the decibel levels in the designated octave bands shown in the following table:

Octave Band Frequency (cycles per second)	Maximum Permitted Sound Levels (decibels)	
	Along Residential District Boundaries	Along Business District Boundaries
0 to 75	67	75
75 to 150	65	70
150 to 300	59	63
300 to 600	52	57
600 to 1,200	46	52
1,200 to 2,400	40	45
2,400 to 4,800	34	40
Above 4,800	32	38

Note: Measurement is to be made at the boundary of the nearest residential or business area or at any other point along the boundary where the level is higher.

Sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Measurements shall be made using the flat network of the sound level meter. Impulsive type noises shall be subject to the performance standards hereinafter prescribed, provided that such noises are capable of being accurately

measured with such equipment. Noises capable of being so measured, for the purpose of this Chapter, shall be those noises which cause rapid fluctuations of the needle of the sound level meter with a variation of no more than plus or minus two ( $\pm 2$ ) decibels. Noises incapable of being so measured, such as those of an irregular and intermittent nature, should be controlled so as not to become a nuisance to adjacent uses.

4. Smoke And Particulate Matter. The emission of smoke, dusts or any gaseous or particulate matter by any building in an amount sufficient to create a general nuisance to adjoining properties shall be prohibited. Total emission of smoke, dusts and any gaseous or particulate matter shall be limited to the following:
  - a. Ringelmann Requirements. All smoke and the emission of all other particulate matter in quantities sufficient to produce an opacity at any point greater than Ringelmann 3 shall be prohibited. The only exception shall be a plume consisting entirely of condensed steam. A Ringelmann 1 unit is defined as twenty percent (20%) density for one (1) minute. No more than fifteen (15) units of Ringelmann smoke shall be permitted per hour and no smoke more intense than Ringelmann 2, except that during one (1) hour of a twenty-four (24) hour day, thirty (30) units of smoke may be emitted, but with no smoke more intense than Ringelmann 3 as shown on the Ringelmann Chart.
  - b. The emission, from all sources within any lot area, of particulate matter containing more than ten percent (10%) by weight, of particles having a particulate diameter larger than forty-four (44) microns, shall be prohibited.
  - c. Dust and other types of air pollution, borne by the wind from such sources as storage areas, yards, roads and the like within lot boundaries, shall be kept to a minimum by appropriate landscaping, paving, oiling, fencing or acceptable means. Emission of particulate matter from such sources in excess of the weight limitation herein specified shall be prohibited.
5. Odors. No odor shall be emitted by any use permitted in this district in such quantities as to be readily detectable by an average observer at any point on the boundary line of the premises or beyond.
6. Noxious Gases. Processes and operations of permitted uses capable of dispersing gases or toxic particulates into the atmosphere must be

hooded or otherwise suitably enclosed. The emission of such toxic gases or particulate matter shall be from a stack.

7. Glare And Heat. Operation producing intense light and heat shall be performed within an enclosed building and not be visible beyond any lot line bounding the property whereon the use is conducted.
8. Vibration. Any operation or activity which shall cause at any time and at any point beyond the boundaries of the lot, earth-borne vibrations, other than background vibrations produced by some source not under control of this Chapter, such as the operations of motor vehicles or other transportation facilities, in excess of the limits set forth in Column I of the table below shall be prohibited. In addition, any operation or activity which shall cause at any time and at any point in a residence district earth-borne vibrations in excess of the limits set forth in Column II of the table below shall be prohibited. Vibration shall be expressed as displacement in inches and shall be measured with a three (3) component measuring system approved by the Building Commissioner.

Frequency (cycles per second)	I Displacement (inches)	II Displacement (inches)
0 to 10	0.0008	0.0004
10 to 20	0.0005	0.0002
20 to 30	0.0002	0.0001
30 to 40	0.0002	0.0001
40 to over	0.0001	0.0001

Note: Impact vibrations which are discrete pulses that do not exceed one hundred (100) impulses per minute shall be permitted twice the displacements shown above in Columns I and II.

[1] Cross Reference: As to penalty, § 400.1890.

SECTION 3. Section 400.250 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.250. "I-2" Heavy Industrial District.**

- A. Purpose. The purpose of the "I-2" Heavy Industrial District is to provide for a wide variety of manufacturing, fabricating, processing, wholesale distributing and warehousing uses appropriately located for access by major thoroughfares or railroads, to restrict or prohibit those industries which have characteristics likely to produce serious adverse effects within or beyond the limits of the district. Certain potentially hazardous industries are permitted only after public hearings and review to ensure protection of the public interest and surrounding property and persons. Commercial uses and

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open storage of materials are permitted, but new residential development is excluded.

B. Permitted Uses. A building or land in the "I-2" District shall be used only for the following purposes. Where any doubt exists as to the nature of a proposed use, product or process, the proposal shall be considered as a potentially hazardous use and referred to the Board of Adjustment for decision after a public hearing.

1. Any permitted use in the "I-1" Light Industrial District.
2. Blacksmith shops.
3. Cleaning and dyeing of garments, hats, carpets and rugs.
4. Coal and wood yards, coke storage and sales.
5. Exterminating establishment.
6. Fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacture or processing.
7. Flour, grain and feed storage, blending and packaging, but not milling.
8. Manufacture or assembly of the following products:
  - a. Abrasive wheels or stones, abrasive paper, cloth and related products.
  - b. Agricultural or farm implements.
  - c. Aircraft and aircraft parts.
  - d. Foundry products.
  - e. Excelsior, wood fiber.
  - f. Ice manufacture.
  - g. Insecticides, fungicides, disinfectants and related industrial and household chemical elements (blending only).
  - h. Leather goods, not including tanning operations.

- i. Monuments and architectural stone.
  - j. Pottery and figurines or similar ceramic products and kilns fired by electricity or gas only.
  - k. Pulp goods, pressed or molded, including paper mache products, paper products, but not manufacture of paper.
  - l. Rubber products and rubber and synthetic fabrics, excluding all rubber and synthetic processing.
  - m. Structural iron and steel fabrication.
  - n. Wall board and plaster, building insulation and composition flooring.
  - o. Wire rope and cable.
  - p. Wood chip and fiberboard.
- 9. Indoor and outdoor storage and sales of building materials (cement, lime in bags or containers, sand, gravel, stone, lumber, structural or reinforcing steel, pipe and the like), but not manufacture or steel fabricating or junk storage.
  - 10. Laundries, linen service.
  - 11. Plating, electrolytic process.
  - 12. Poultry packing, and slaughtering (wholesale).
  - 13. Railroad switching yard, primarily for railroad service in the district, team tracks and spur tracks.
  - 14. Sawmill, including cooperage stock mill, stationery.
  - 15. Soap products, but not soap manufacture.
  - 16. Stone products, sand and gravel, but not crushing or grinding.
- C. Conditional Uses. The following uses or the manufacture, compounding, processing, packaging or treatment of products not specifically listed above or below, but which may have accompanying hazards such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, toxic gases or other pollutants, may be located in the "I-2" Heavy Industrial District, if not in conflict with any State or County law or ordinance, only after the

Underlined text is inserted. ~~Struck through~~ text is deleted.

location and nature of such use shall have been approved by the City Council following recommendation by the Planning and Zoning Commission after public hearing as provided in Section 400.980 et seq. The Commission and Council shall review the plans and statements and shall not permit such buildings, structures or uses until there has been shown that the public health, safety, morals and general welfare will be properly protected and that necessary safeguards will be provided for the protection of streams or other water areas or surrounding property and persons. The Commission and Council, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety and shall pay particular attention to protection of the City and its neighbors from the harmful effects of air or water pollution of any type.

1. Any conditional use permitted in the "I-1" zoning district.
2. Airports, landing strips and heliports.
3. Ammunition and explosives storage.
4. Asphalt or asphalt products or central asphalt mixing or batching.
5. Concrete products or central mixing and proportioning plant and cement manufacture.
6. Distillery (alcoholic), breweries and makers of alcoholic spirits (non-industrial).
7. Docks, wharves and piers, except for pleasure craft, marine warehouses or storage area, freight storage shed, freight handling equipment.
8. Dredging base, marine construction yard, marine salvage base, but not junk unrelated to marine salvage.
9. Engine testing (internal combustion engines), but not jet engines or rockets.
10. Flour, feed and grain milling.
11. Galvanizing or plating (hot dip).
12. Hides and raw fur, curing, tanning, dressing, dyeing and storage.
13. Incinerators.
14. Junkyards, subject to Section 400.450.

15. Leather tanning and curing.
16. Manufacture of the following products:
  - a. Acetylene generation and storage.
  - b. Adhesives, glue or sizing.
  - c. Alcohol, industrial.
  - d. Asbestos products.
  - e. Candles, including wax or tallow manufacture.
  - f. Film, photographic.
  - g. Glass and glass products.
  - h. Insecticides, fungicides, disinfectants or related industrial or household chemical products.
  - i. Linoleum and other hard-surface floor coverings, except wood.
  - j. Match manufacture.
  - k. Oils, shortening and fats (edible) manufacture and storage.
  - l. Paint, oil, shellac, turpentine or varnish.
  - m. Starch manufacture.
17. Materials recovery facility.
18. Meat or fish products, including slaughtering of animals or poultry or preparation of fish for packing.
19. Petroleum storage.
20. Plastic material and synthetic resins, processing only.
21. Railroad yards.
22. Stockyard.

23. Wood preserving treatment facility.
24. Quarry with rock crushing operation.
25. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. (Reserved)

E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "I-2" District:

1. Minimum lot area: one (1) acre.
2. Minimum lot width at the building line: one hundred fifty (150) feet.
3. Minimum lot depth: two hundred (200) feet.
4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.

5. Minimum setback requirements measured from building line to property line:

- a. No part of any building, accessory structure or sign shall be located closer than one hundred (100) feet to any residential district boundary.
- b. The front yard setback is thirty-five (35) feet, except fifty (50) feet across street from residential district.

"GPRS" bonus:

Tiers 1 and 2: thirty (30) feet.

Tier 3: twenty-five (25) feet, except fifty (50) feet across street from residential district.

- c. The side yard setback is zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except ten (10) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

- d. The rear yard setback is zero (0) feet, except thirty (30) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

"GPRS" bonus:

All tiers: zero (0) feet, except twenty-five (25) feet adjoining any commercial zoning district and fifty (50) feet adjoining any residential district.

- 6. Maximum lot coverage: none.
- 7. Floor area in square feet: No requirement.
- 8. Public Utilities. Requirements are contained in Section 400.610.
- 9. Off-Street Parking And Loading.
  - a. No parking shall be permitted in required front yard.
  - b. Additional off-street parking and loading requirements are contained in Article V, Division 1, Parking.
- 10. Protective Screening.
  - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
  - b. Where an "I-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the users of the "I-2" property. The open area shall be planted with trees and

shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the industrial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

- (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or
- (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly placed.

11. Landscaping. The required front yard shall be planted with trees or shrubs.

12. Maximum number of primary structures per lot: none.

F. Industrial Performance Standards. The same requirements as in Section 400.240(E).

SECTION 4. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill # 13977

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 4/22/2025  
\_\_\_\_\_  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



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**RCA FORM (OFFICE USE ONLY)**

Bill # 13978

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Galba

**Description:**

An Ordinance amending Chapter 120 of the Code of Ordinances to reflect the Innovation and Technology Department and Special Events and Communications Department by amending Article XII and Section 120.250, and enacting a new Article XIV and Section 120.290

**Contract Extension/Renewal:** Yes  No   
**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove   
**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

This ordinance will update Chapter 120, Departments, to reflect the current organization of the City: there is an Innovation and Technology Department, and a Special Events and Communications Department.

In 2019, Ordinance 19-264 had combined the two departments into a Communication Technology Department with two separate divisions, so this ordinance is needed to codify our current City structure.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** \$ 0.00 N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA prepared by: Legal Dept. Dir. Ham Finance Dir. Gao Dir. of Admin. H. Perito

Bill No. 13978

Ordinance No. \_\_\_\_\_

Sponsor: Michael Galba

AN ORDINANCE AMENDING CHAPTER 120 OF THE CODE OF ORDINANCES TO REFLECT THE INNOVATION AND TECHNOLOGY DEPARTMENT AND SPECIAL EVENTS AND COMMUNICATIONS DEPARTMENT BY AMENDING ARTICLE XII AND SECTION 120.250, AND ENACTING A NEW ARTICLE XIV AND SECTION 120.290

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Article XII of Chapter 120 of the Code of Ordinances of the City of Saint Charles, Missouri and Section 120.250 contained therein are hereby amended to read as follows:

**Article XII**  
**Communications Innovation and Technology Department**

Section 120.250. Department Established.

There shall be a ~~Communication~~ an Innovation and Technology Department, the Director of which shall be the ~~Communication~~ Innovation and Technology Director, appointed by the Mayor and City Council, in accordance with Section 4.3(e) of the City Charter. ~~The Communication Technology Department shall consist of the Media Division and Information Technology Division. The Media Division shall be responsible for planning, implementing, coordinating and directing a variety of community relations, public information and social media activities as well as directing the internal printing and copying service, internal mail distribution system, and video production activities.~~ The Information Innovation and Technology Department ~~Division~~ shall be responsible for managing and directing assigned City information and computer processing systems, including determining hardware and software requirements; designing and implementing systems; and resolving hardware and software problems. The Director shall provide guidance and recommendations to all City departments regarding ~~communications~~ and information technology.

SECTION 2. Chapter 120 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by enacting a new Article XIV and a new section 120.290 contained therein to read as follows:

**Article XIV**  
**Special Events and Communications Department**

**Section 120.290. Department Established.**

Underlined text is inserted. ~~Struck through~~ text is deleted.

There shall be a Special Events and Communications Department, the Director of which shall be the Special Events and Communications Director, appointed by the Mayor and City Council, in accordance with Section 4.3(e) of the City Charter. The Special Events and Communications Department is responsible for planning, implementing, coordinating, and directing media relations, social media activities, website oversight, and all City-related public relations, communications, marketing and video production activities. The department is also responsible for scheduling and managing events throughout the City, as well as the planning, organizing, and executing a variety of City-sponsored events. The Director shall manage the functions of the department and coordinate with all City departments for these purposes and provide guidance and recommendations to all City departments regarding communications.

SECTION 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest

Holly Magdziaz 4/22/2025  
\_\_\_\_\_  
Holly Magdziaz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



**RCA FORM (OFFICE USE ONLY)**

Bill # 13979

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL

Sponsor(s): MICHAEL GALBA

**Description:**

AN ORDINANCE AMENDING SECTION 600.170 OF THE CODE OF ORDINANCES TO UPDATE THE TEN (10) DAY PERIOD LANGUAGE FOLLOWING THE SUBMISSION OF A LIQUOR LICENSE RENEWAL APPLICATION AND ITS APPROVAL.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Section 600.170 states "No license application, whether for an original or renewal license, shall be granted for at least ten (10) days after the filing of such license application."

The ten day period was enacted due to the City accepting checks for liquor licenses and holding the issuance of such licenses for ten days for proof of the check clearing the bank. The City now has credit card payment capabilities and would like to update the language.

The proposed change addresses renewal applications, rather than an application for a new or original liquor license. A new or original license must be considered and approved by the City Council before its issuance to an applicant.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA prepared by: jao Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. R for 10

Sponsor: MICHAEL GALBA

AN ORDINANCE AMENDING SECTION 600.170 OF THE CODE OF ORDINANCES TO UPDATE THE TEN (10) DAY PERIOD LANGUAGE FOLLOWING THE SUBMISSION OF A LIQUOR LICENSE RENEWAL APPLICATION AND ITS APPROVAL.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Section 600.170 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended to read as follows:

**Section 600.170. Filing Deposit Of License Fee.**

- A. Filing And Presentation To Director Of Finance. Applications for original and renewal licenses shall be filed with the Director of Finance and the date of filing being noted thereon.
- B. Deposit Of License Fee — Disposition Of Such Deposit.
  - 1. Except as set forth in Subsection (B)(2), at the time of filing the license application, the applicant shall submit to the Director of Finance the amount of the license fee for the license applied for, either by credit / debit card or in cash, bank draft, money order, certified check or cashier's check, made payable to the City. No license shall be granted unless such deposit of the license fee has been made. If the license is not granted, the amount of license fee shall be refunded to the applicant. If the license is granted, such amount deposited with the application shall be deposited in the City Treasury.
  - 2. Political subdivisions of the State of Missouri are exempt from the license fee requirement and shall not be required to pay a license fee as a condition of being granted a license.
  - 3. No license renewal application, ~~whether for an original or renewal license, filed within ten (10) days of a license expiration date shall be guaranteed to be granted before the original license expiration date. for at least ten (10) days after the filing of such license application.~~

SECTION 2. The portions of this ordinance shall be severable. If any clause, word, paragraph, section, or other part or portion of this ordinance is held to be invalid, illegal, or unconstitutional for any reason, the City Council hereby declares it would

nevertheless have enacted the remaining portions thereof and such remaining portions shall remain in full force and effect.

SECTION 3. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.



\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 4/23/2025  
\_\_\_\_\_  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk

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**RCA FORM (OFFICE USE ONLY)**

Bill # 13980

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): GALBA & HABERSTROH

**Description:**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY REPEALING SECTION 400.310 OF THE ZONING CODE PERTAINING TO RESIDENTIAL PERMIT PARKING DISTRICTS, AMENDING CHAPTER 350 OF THE TRAFFIC CODE TO ENACT A NEW ARTICLE AND SECTION 350.430 ESTABLISHING RESIDENTIAL PERMIT PARKING ZONES, AND OTHER RELATED CODE AMENDMENTS

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

**Board/Committee/Commission Recommendation:** Approve  Disapprove

**Summary:**

The purpose of a Residential Parking Permit District is to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multifamily or non-residentially zoned districts. Currently, requests are managed by the City's Community Development Department with recommendations through the Planning and Zoning Commission and approval by ordinance through the City Council. There is a desire to update the residential permit parking requirements and process with a consideration of shifting responsibility to be managed by the Engineering Department with recommendations through Street Committee and approval by City Council. This would streamline the permit parking process by aligning it with other parking and traffic management issues already being managed by the Engineering Department with Street Committee oversight. The attached ordinance contains the proposed City Code changes to the residential permit parking process. Changes have been made based on discussions with Street Committee. In the City Traffic Code, a new Article VII and Section 350.430 will be established to replace the current code related to residential permit parking districts. Staff, Street Committee and Planning & Zoning Commission recommend approval.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** \$ 0.00 N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: NG Dept. Dir. DM Finance Dir. Jao Dir. of Admin. W. H. H.

Sponsors: Michael Galba, Bart Haberstroh

AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY REPEALING SECTION 400.310 OF THE ZONING CODE PERTAINING TO RESIDENTIAL PERMIT PARKING DISTRICTS, AMENDING CHAPTER 350 OF THE TRAFFIC CODE TO ENACT A NEW ARTICLE AND SECTION 350.430 ESTABLISHING RESIDENTIAL PERMIT PARKING ZONES, AND OTHER RELATED CODE AMENDMENTS.

WHEREAS, Residential Parking Permit Districts are superimposed zoning districts and are intended to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multi-family or non-residentially zoned districts; and

WHEREAS, the Planning and Zoning Commission and the City Council’s Street Committee have recommended an update to the residential permit parking requirements and process, and determined it is desirable to shift management responsibility related to such zoning districts from the Community Development Department to the Engineering Department, with recommendations through the Street Committee and approval by the City Council; and

WHEREAS, the transfer of responsibility as described above will streamline the permit parking process by aligning it with other parking and traffic management issues already being managed by the Engineering Department with Street Committee oversight.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI, AS FOLLOWS:

SECTION 1. Section 400.060 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.060. Districts Established.**

A. In order to regulate and restrict the location and use of buildings and land for residence, trade, industry and other purposes and to regulate and restrict the location, height and size of buildings hereafter erected or structurally altered, the size of yards and other open spaces and the density of population, the following zoning districts are hereby established:

- 1. “A” Agricultural District
- 2. “R-1C,” “R-1D” and “R-1E” Single-Family Residential Districts
- 3. “R-2” Two-Family Residential District

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| 4.  | “R-3A”  | Multiple-Family Residential District                  |
| 5.  | “R-M”   | Manufactured/Modular Residential District             |
| 6.  | “O-I”   | Office Institution District                           |
| 7.  | “HCD”   | Historic Commercial District                          |
| 8.  | “C-1”   | Neighborhood Business District                        |
| 9.  | “C-2”   | General Business District                             |
| 10. | “C-3”   | Highway Business District                             |
| 11. | “I-1”   | Light Industrial District                             |
| 12. | “I-2”   | Heavy Industrial District                             |
| 13. | “PD”    | Planned Development District                          |
| 14. | “PD-RF” | Planned Development Riverfront District               |
| 15. | “CBD”   | Central Business District                             |
| 16. | “CRD”   | Central Residential District                          |
| 17. | “FD”    | Frenchtown District                                   |
| 18. | “SD”    | Superimposed Districts:                               |
|     |         | <del>Residential Permit Parking District "RPPD"</del> |
|     |         | Wellhead Protection District "WHP"                    |
|     |         | South Main Preservation District "SMPD"               |
|     |         | Extended Historic Preservation District "EHP"         |
|     |         | Historic Downtown District "HDD"                      |
|     |         | Frenchtown Preservation District "FPD"                |
|     |         | Commons Preservation District "CPD"                   |
|     |         | Landmark Preservation District "LMPD"                 |
|     |         | Fifth Street Corridor/Hospital District "FSC/HD"      |

SECTION 2. Section 400.300 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 400.300. "SD" Superimposed Districts – Application.**

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To enable the "superimposed district" to operate in harmony with the plan for land use and population density embodied in this Chapter, the "HP" Historic Preservation District, the "RPPD" Residential Parking Permit District and the "EHP" Extended Historic Preservation District, are created as special districts to be superimposed on the other districts contained in this Chapter or amendments hereto and are to be so designated by the City Council and depicted by a special symbol for their boundaries on the Zoning District Map. If there is a conflict between regulations of an underlying district and a superimposed district, the regulations of the superimposed district shall prevail.

SECTION 3. Section 400.310 of the Code of Ordinances of the City of St. Charles, Missouri is hereby repealed in its entirety, as follows:

**Section 400.310. "RPPD" Residential Parking Permit District. (Reserved)**

A. — Purpose. The purpose of this district is to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multifamily or non-residentially zoned districts. The regulations of the "RPPD" Superimposed District are intended to protect these districts from polluted air, excessive noise, trash and refuse caused by the entry of such vehicles; to protect the residents of these districts from unreasonable burden in gaining access to their residences; to preserve the residential character; to promote efficiency of access in the answering of emergency calls by the Fire and Police Departments; to promote efficiency in the maintenance of these streets in a clean and safe condition; to preserve the value of the residential property; to preserve the safety of children and other pedestrians and traffic safety; and to maintain the peace, good order, comfort, convenience and welfare of the residents.

B. — Initiation Of A Request For "RPPD" Designation.

1. — Any member of the City Council, through the Mayor, or the Mayor may initiate a request for "RPPD" Designation for an area of the City. An "RPPD" area must contain a minimum of five (5) adjacent properties or have a lineal distance of three hundred (300) feet to be eligible.

2. — Each street or street segment which is proposed for residential permit parking will be evaluated using the following methodology:

a. — Seven (7) days prior to the evaluation, all residents within the area to be evaluated will be notified by the Department of Community Development that the City is going to conduct an on-street parking evaluation. Area residents will be asked to place a card, provided by the City, in the rear

window of any vehicle they intend to park on the street in the area in question to evaluate the impact of non-resident on-street parking in the area.

b. — The evaluation will include a determination of the number of on-street spaces occupied during at least two (2) days when the greatest number of parked vehicles is anticipated. The effects of turnover in vehicles parked on the street will also be analyzed.

e. — The number of on-street spaces are calculated at the rate of twenty-two (22) feet of lineal curb length with any fractional number rounded to the lowest number.

C. — Design Criteria. To be eligible for the "RPPD" overlay, the study area must find at least fifty percent (50%) of the parking spaces must not turn over within a two-hour period and at least fifty percent (50%) of the parking spaces must be filled and at least fifty percent (50%) of the spaces must be occupied by non-resident vehicles. A proposed district with boundaries within one thousand (1,000) feet of a property line of a learning institution where any portion of the student population is of driving age shall not be subject to the design criteria.

D. — Overlay Designation. Upon completion of the analysis and a finding that an "RPPD" meets the design criteria, staff shall notice and advertise for rezoning the area in question using the procedures outlined in Article XII, except as set forth in Subsection (D)(1) below:

1. — Completion of analysis and a finding of meeting design criteria shall not be required for a proposed district with boundaries within one thousand (1,000) feet of a property line of a learning institution where any portion of the student population is of driving age, a proposed district designed to reduce criminal activity or to reduce congestion from street or utility construction. These proposed districts shall only be subject to a public hearing before the City Council prior to the passage of an ordinance to create the district. A district created to reduce criminal activity or to reduce congestion from street or utility construction shall terminate within one (1) year of its establishment or completion of construction, as the case may be, but may be extended by the City Council if the conditions prompting the designation have not been resolved or the construction is not completed.

E. — Parking Permits Notification. Upon passage of an ordinance by City Council designating an area as an "RPPD," notification will be sent to every address within the eligible area informing them that they are in a permit

parking area and must obtain a parking permit sticker from the Department of Community Development. Residents must furnish proof in the form of vehicle registration for each vehicle for which they want a sticker. This notification will also include information concerning the availability of temporary visitor, guest and business parking permits.

F. ~~Signage. Upon passage of the ordinance, the Department of Public Works will post signs on the affected streets with "Residential Permit Parking Only" and the days and hours permits are in effect or required.~~

G. ~~Eligibility For Permits.~~

1. ~~To residents of the affected areas, one (1) permit for each vehicle registered to that address.~~

2. ~~For visitors of any residents in the affected area, residents may obtain visitor passes to issue to their visitors.~~

3. ~~One day permits for other uses consistent with the residential character of the district may be obtained by residents.~~

4. ~~In applying for an "RPPD" permit, the applicant must apply to the Department of Community Development who will verify that the address is within the "RPPD" overlay. Upon verification by the Department of Community Development, the applicant will then be able to purchase the permit from the City Collector.~~

H. ~~Proof Of Eligibility.~~

1. ~~Each resident is entitled to one (1) permit per vehicle.~~

2. ~~Residents must present to the City Collector proof of ownership and paid personal property tax receipt with his/her address for each vehicle for which a permit is desired.~~

3. ~~If a resident has recently moved into an affected district, they must show proof of residence and vehicle ownership. A permit shall not be issued to a new resident until the original resident has surrendered his/her permit.~~

4. ~~Residents must obtain parking permits for all visitors.~~

I. ~~Expiration. Residential and visitor parking permits shall be valid for one (1) year expiring December 31.~~

J. ~~Sticker Display. All stickers will be displayed in the lower driver's side of the rear window, except where the lower driver's side of the rear window is~~

~~tinted or obstructed, then the sticker may be affixed to the non-reflective side of the rear view mirror.~~

~~K. — Non-Residence. Whenever a person holding a permit no longer meets the conditions of residency in a permit parking district, he/she shall surrender the permit(s) issued to him/her to the Department of Community Development.~~

~~L. — Enforcement.~~

~~1. — Enforcement of the residential parking permit district shall be under the direction of the Chief of Police.~~

~~2. — It shall be unlawful for any person to represent that he/she is entitled to a permit when he/she is not so entitled; to fail to surrender a permit to which he/she is not so entitled; to obtain, give, rent or sell a permit to a person to whom it is not entitled; to park a vehicle displaying a permit when the holder of the permit is not so entitled.~~

~~M. — Violation. Violation of this Section shall be punishable by a minimum fine of twenty five dollars (\$25.00).~~

~~N. — Dissolution of RPPD Designation.~~

~~1. — Any member of the City Council, through the Mayor, or the Mayor may initiate a request for the dissolution of an "RPPD" Designation for an area of the City.~~

~~2. — Upon initiation, the Department of Community Development shall notice and advertise for rezoning the area in question using the procedures outlined in Section 400.990.~~

~~3. — Upon passage of an ordinance of dissolution, the Department of Public Works will remove any relevant signage on affected streets, and notifications will be sent to every address within the formerly eligible area informing them that the "RPPD" has been dissolved.~~

SECTION 4. Article VII of Chapter 350 of the Code of Ordinances of the City of St. Charles, Missouri and Section 350.430 contained therein are hereby amended by re-numbering them to read as follows:

**Article VIII ~~VH~~. Penalty**

**Section 350.440 ~~350.430~~. Penalty.**

- A. Any person who shall violate any parking regulation of the City for which no other penalty is set forth on the Violations Bureau Fine List as adopted by the Municipal Court shall be guilty of an infraction and upon conviction thereof shall be fined the amount set forth in Section 150.030.
- B. All fines are in addition to the costs, if any, of the impounding and towing of the vehicle involved in a violation of this Chapter.

SECTION 5. A new Article VII of Chapter 350 of the Code of Ordinances of the City of St. Charles, Missouri and a new Section 350.430 contained therein are hereby enacted to read as follows:

**Article VII. Residential Parking Zones**

**Section 350.430. Residential Permit Parking Zone.**

**A. Purpose.**

- 1. The purpose of a residential permit parking zone is to reduce the hazardous traffic conditions resulting from the use of streets within residentially zoned districts for parking of vehicles by persons using adjoining multifamily or non-residentially zoned districts. The regulations of the residential permit parking zone are intended to protect these residential districts from polluted air, excessive noise, trash and refuse caused by the entry of such vehicles; to protect the residents of these districts from unreasonable burden in gaining access to their residences; to preserve the residential character; to promote efficiency of access in the answering of emergency calls by the Fire and Police Departments; to promote efficiency in the maintenance of these streets in a clean and safe condition; to preserve the value of the residential property; to preserve the safety of children and other pedestrians and traffic safety; and to maintain the peace, good order, comfort, convenience and welfare of the residents.
- 2. Any Residential Permit Parking District established by ordinance prior to the effective date of this Section shall hereinafter be governed by this Section.

**B. Initiation Of A Request For Residential Permit Parking Zone Designation.**

- 1. A resident may initiate a request for residential permit parking zone designation by submitting a petition to the Engineering Department. Any member of the City Council, through the Mayor, or the Mayor may initiate a request for residential permit parking designation for an area of the City. A residential permit parking zone must contain

a minimum of five (5) adjacent properties or have a lineal distance of three hundred (300) feet to be eligible.

2. Each street or street segment which is proposed for residential permit parking will be evaluated using the following methodology:

a. Seven (7) days prior to the evaluation, all residents within the area to be evaluated will be notified by the Engineering Department that the City is going to conduct an on-street parking evaluation. Area residents will be asked to place a card, provided by the City, in the rear window of any vehicle they intend to park on the street in the area in question to evaluate the impact of non-resident on-street parking in the area.

b. The evaluation will include a determination of the percentage of parking space availability (vacancy) during at least two (2) site visits when the greatest number of parked vehicles is anticipated. The effects of turnover in vehicles parked on the street will also be analyzed.

c. The number of on-street spaces are calculated at the rate of twenty-two (22) feet of lineal curb length with any fractional number rounded to the lowest number.

C. Design Criteria. To be eligible for the residential permit parking zone designation, City staff will conduct a minimum of two (2) site visits over the course of a week including the times indicated by the applicant as the worst parking availability. Site visit may include the use of a camera to record and assess the parking space availability (vacancy) and turnover of parking spaces in the affected area during the times indicated. The study will consider conditions such as:

1. 25% or less vacancy during the site visits,

2. At least 50% of parked vehicles must be non-residents, and

3. Whether the permitted area is within 1,000 feet of a school zone or another high traffic generating area with limited parking.

D. Parking Permits Notification. Upon passage of an ordinance by City Council designating an area as a residential permit parking zone, notification will be sent to every address within the eligible area informing them that they are in a permit parking area and must obtain a parking permit from the Engineering Department. Residents will be issued six (6) individually numbered permits. Permits may be used for residents and

guests of residents. Residents may submit a request for additional permits to the Engineering Department with supporting reasons for the need of additional permits. The cost of each additional permit is outlined in Subsection H of this Section. Residents may appeal denied requests to the City Council's Street Committee, which shall review the appeal and decide, on a case by case basis, whether to approve the request for additional permits. The appeal shall include supporting reasons why additional permits are needed and other pertinent information as may be requested.

E. Signage. Upon passage of the ordinance, the Department of Public Works will post signs on the affected streets with "Residential Permit Parking Only" and the days and hours permits are in effect or required.

F. Eligibility For Permits.

1. To residents of the affected areas, six (6) individually numbered permits will be issued to that address. These permits may be used for residents or visitors of residents in the affected area.

2. In applying for additional or replacement permit(s), the applicant must apply to the Engineering Department who will verify that the address is within the effective residential permit parking zone. Upon verification by the Engineering Department, the applicant will then be able to purchase the permit from the City Finance Department.

G. Proof Of Eligibility.

1. Each address is entitled to six (6) individually numbered permits, unless otherwise approved by the Engineering Department.

2. If a resident has recently moved into a residential permit parking zone, they must show proof of residence.

3. Residents must obtain and distribute parking permits for any vehicles parking within the residential permit parking zone, including permits for any visitors.

H. Additional Permits. The first issuance of the six (6) individually numbered permits will be provided by the City at no cost to the resident. A fee of \$10 per permit shall be charged for any lost permits or for each additional approved permit above the six (6) permits initially supplied.

I. Non-Residence. Whenever a person holding a permit no longer meets the conditions of residency in a residential permit parking zone, he/she shall surrender the permit(s) to the Engineering.

J. Enforcement.

1. Enforcement of the residential permit parking zone shall be under the direction of the Chief of Police.
2. It shall be unlawful for any person to represent that he/she is entitled to a permit when he/she is not so entitled; to fail to surrender a permit to which he/she is not so entitled; to obtain, give, rent or sell a permit to a person to whom it is not entitled; to park a vehicle displaying a permit when the holder of the permit is not so entitled.

K. Violation. Violation of this Section shall be punishable by a minimum fine of one hundred dollars (\$100.00).

L. Dissolution of Residential Permit Parking Designation.

1. Any member of the City Council, through the Mayor, or the Mayor may initiate a request for the dissolution of a residential permit parking zone within the City.
2. Upon initiation, the Engineering Department shall notify the residents of the residential permit parking zone regarding the proposed dissolution ordinance and upcoming public hearings prior to approval of the ordinance.
3. Upon passage of an ordinance of dissolution, the Department of Public Works will remove any relevant signage on affected streets, and notifications will be sent to every address within the formerly eligible area informing them that the residential permit parking zone has been dissolved.

SECTION 6. Table III-H of Schedule III to Chapter 350 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Schedule III. Parking Restrictions**

**Table III-H. Residential Permit Parking Zone or District.**

When signs are posted designating the Residential Permit Parking Zone or District, no person shall park a motor vehicle ~~an automobile~~ not having a parking permit sticker visibly displayed. ~~during the hours of 7:00 A.M. to 2:30 P.M., Monday through Friday, inclusive when school is in session.~~

SECTION 7. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the

City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 8. This Ordinance shall be in full force and effect from and after the date of passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest

Holly Magdziarz 4/23/2025  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



T:\ORDINANCES\ORDINANCES\CODEBOOK 2025\Repeal 400.310 RPPD & Enact 350.430 RPP Zone (4-16-2025).docx

Underlined text is inserted. ~~Struck through~~ text is deleted.

**RCA FORM (OFFICE USE ONLY)**

Bill # 13981

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 4

Sponsor(s): Mary West

**Description:**

An Ordinance approving a petition to establish the Southpointe Community Improvement District as a political subdivision of the State of Missouri, and authorizing the City to enter into certain agreements and to take certain other actions in connection therewith.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

This ordinance approves a Petition to establish the Southpointe Community Improvement District ("CID") and, further, authorizes the execution of other agreements in furtherance of the CID, including a Cooperation Agreement between the City, Porterhouse Development LLC, the developer, the CID, and a Southpointe Transportation Development District ("TDD"). Pursuant to the terms of the Cooperation Agreement, the CID's Board of Directors, once appointed and approved as required by law, may impose a 1% sales and use tax on retail sales within the District. In addition, the TDD's Board of Directors, again once appointed and approved as required by law, may impose a 1% sales tax on retail sales within the District.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** Southpointe Community Improvement District

RCA prepared by: Legal Dept. Dir. HAM Finance Dir. Qao Dir. of Admin. U

Sponsored by: Mary West

**AN ORDINANCE APPROVING A PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; AND AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”), authorizes the governing body of any municipality, upon a proper petition requesting formation and after holding a public hearing, to adopt an ordinance establishing a community improvement district; and

**WHEREAS**, on April 17, 2025, a “Petition to Establish a Community Improvement District,” a copy of which is attached as **Exhibit A** (the “CID Petition”), was submitted to the City Clerk of the City of St. Charles, Missouri (the “City”); and

**WHEREAS**, the CID Petition proposes the formation of the Southpointe Community Improvement District (the “District”) to pay the costs associated with certain improvements to be made and services to be provided within the proposed District’s boundaries (collectively, the “District Project”), which are described in **Exhibit A** to the CID Petition and consisting of approximately 17.73 acres of real property generally located at 350 Hemsath Road in the City; and

**WHEREAS**, the City Clerk verified that the CID Petition is proper in that it complies with Section 67.1421.2 of the CID Act; and

**WHEREAS**, the City Council held a duly noticed public hearing on May 6, 2025, at which all persons interested in the formation of the District were allowed an opportunity to speak and the City Council heard all protests and received all endorsements; and

**WHEREAS**, following closure of the public hearing and upon due consideration of the comments received at the hearing, the City Council has determined that it is in the interest of the public health, safety and general welfare of the people of the City to establish the District and authorize certain actions and documents in connection therewith;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AS FOLLOWS:**

**Section 1. Establishment of the District.** The Southpointe Community Improvement District is hereby established within the City as a political subdivision of the State of Missouri, having the powers and purposes set forth in the CID Petition. The District shall include the contiguous tracts of real estate described in **Exhibit A** to the CID Petition.

**Section 2. Term of the District.** The term of the existence of the District shall be from the effective date of this Ordinance until the earlier to occur of the following: (a) all of the District’s obligations used to finance or reimburse the District for eligible District Project costs have been fully paid or cancelled; or (b) 27 years from the date of adoption of this Ordinance. Notwithstanding the foregoing, the term of the

existence of the District shall expire on December 31, 2025, if the District has not executed the hereinafter-defined Cooperation Agreement by such date.

**Section 3. Governance of the District.** The District will be governed by a board of directors consisting of five members hereafter appointed by the Mayor with the consent of the City Council in accordance with the CID Act and the CID Petition.

**Section 4. Imposition of Sales Tax.** The District may, upon approval by the qualified voters of the District, impose a sales and use tax on all retail sales made in the District at a rate not to exceed one percent (1.0%) of such retail sales, as specifically authorized by the CID Act, to provide funds to accomplish any power, duty or purpose of the District.

**Section 5. Authorization of the Cooperation Agreement.** The City is hereby authorized to enter into a Cooperation Agreement (the "Cooperation Agreement") by and among the City, the District, the Southpointe Transportation Development District and Porterhouse Development LLC, in substantially the form of **Exhibit B**, with such changes therein as shall be approved by the officials of the City executing the document and consistent with the intent hereof, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Cooperation Agreement, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Cooperation Agreement.

**Section 6. Notice of District's Creation.** The City Clerk is hereby directed to notify the Missouri Department of Economic Development and the State Auditor in writing of the District's creation as required by Section 67.1421.6 of the CID Act.

**Section 7. Further Authority.** The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such documents or the taking of such actions shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officers of the City with respect to the CID Petition and the District, including, without limitation, the provision of notices for the public hearing regarding the creation of the District, are hereby ratified.

**Section 8. Severability.** If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

**Section 9. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

[Remainder of Page Intentionally Left Blank]

DATE PASSED: \_\_\_\_\_, 2025.

DATE APPROVED BY MAYOR: \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk

Approved as to Form:

Holly Magdziarz \_\_\_\_\_ 4/29/2025  
Holly Magdziarz, Acting City Attorney Date



**EXHIBIT A**

**CID PETITION**

[On file in the office of the City Clerk]

**PETITION TO ESTABLISH A  
COMMUNITY IMPROVEMENT  
DISTRICT**

**Petition to Establish the Southpointe  
Community Improvement District  
Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri, as Amended**

**City of St. Charles, St. Charles County, Missouri**

**April 17, 2025**

**EXHIBITS**

EXHIBIT A– DISTRICT BOUNDARY MAP

EXHIBIT B – DISTRICT LEGAL DESCRIPTION

EXHIBIT C– FIVE-YEAR PLAN

**PETITION TO ESTABLISH THE SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

To: City Council of the City of St. Charles, St. Charles County, Missouri:

**PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “**Petitioner**”), is the owner of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district; and (b) per capita of all owners of real property within the hereinafter described community improvement district.

By way of this petition (this “**Petition**”), Petitioner hereby petitions and requests that the City of St. Charles, Missouri (the “**City**”) establish a community improvement district as described herein, to be known as the Southpointe Community Improvement District (the “**District**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”).

1. The proposed District is contiguous and located entirely within the City.
2. A map illustrating the boundaries of the proposed District is set forth in **Exhibit A** attached hereto and incorporated herein by reference.
3. A legal description of the proposed District is set forth in **Exhibit B**, attached hereto and incorporated herein by reference.
4. The name of the proposed District is the “Southpointe Community Improvement District”.
5. The proposed District consists of approximately 17.73 acres and all real property within the proposed District has a total current assessed value of \$97,563.00 per the St. Charles County, Missouri’s published records.
6. Petitioner represents 100% per capita of all owners of the real property within the boundaries of the proposed District; and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the Petitioner’s signature block to this Petition and as set forth below.

Owner	Situs Address	Locator No.	Acres	Assessed Value
<b>PORTERHOUSE DEVELOPMENT LLC</b> , a Missouri limited liability company	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0022.1000000	0.84	\$6,792.00

<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	350 Hemsath Road St. Charles, MO 63303	3-0117-1198-00-0022.0000000	3.8445	\$70,781.00
<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0022.2100000	2.2719	\$18,993.00
<b>PORTERHOUSE DEVELOPMENT LLC, a Missouri limited liability company</b>	Hemsath Road, St. Charles, MO 63303	3-0117-1198-00-0021-1000000	6.73	\$997.00
		Total:	13.69	\$97,563.00
Right Of Way			4.04	
		Total:	17.73	

7. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five (5) directors (the "Directors" and each a "Director") appointed by the Mayor of the City, with the consent of the governing body of the City (the "City Council"). Each Director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(3) of the CID Act and shall be an owner of real property in the proposed District or its authorized representative.

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board; and
- (c) be at least 18 years of age.

Each Director, during his or her term, shall also be either an owner of District Property or its legally authorized representative ("Owner"), except for two directors (the "Independent Directors") who, in accordance with Section 67.1451.2(3) of the CID Act, shall instead meet the following requirements:

- (d) reside within the City;

- (e) be qualified and registered to vote as set forth in Section 67.1451.2(3)(b) of the CID Act;
- (f) have no financial interest in any real property or business operating within the District; and
- (g) not be a relative, within the second degree of consanguinity or affinity, to an owner of real property or a business operating within the District.

The failure of the board to meet the preceding requirements shall not affect the board's authority to hold meetings, exercise any of the District's powers or take any action otherwise lawful.

8. Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the City Council. Successor Directors, other than the Independent Directors, shall be selected from a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors, other than the Independent Directors, according to the slate submitted and the City Council shall consent to the appointments; or
- (b) the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the Successor Directors, other than Independent Directors, according to the alternate slate submitted and the City Council shall consent to the appointment; or
- (b) the Mayor or the City Council may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

The Board shall select the slate, other than Independent Directors, as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the

number needed to fill vacancies and the seats of expiring terms; and

- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

Successors to the Independent Directors shall be selected and appointed by the Mayor with the consent of the City Council.

9. Petitioner is not seeking a determination that the proposed District is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act.
10. The proposed District shall have all powers provided in the CID Act except as otherwise provided for in this Petition. The District shall have all powers and authority provided in the CID Act to borrow funds in order to complete its approved projects and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority to levy the CID Sales Tax (as defined below) in order to generate revenue for the District and its approved projects.
11. The proposed District shall be authorized, upon approval by the qualified voters of the proposed District, to impose a sales and use tax (the “**CID Sales Tax**”) at a rate of up to one percent (1%) on all eligible retail sales made in the proposed District in accordance with section 67.1545 of the CID Act, for a period not to exceed the life of the District.
12. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy real property taxes, special assessments, or business license taxes and therefore the maximum rates of real property taxes, special assessments, and business license taxes proposed in this Petition are zero.
13. A five (5) year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make, and an estimate of cost of these services and improvements to be incurred (collectively, the “**CID Project**”) is set forth on **Exhibit C**, attached hereto and incorporated herein by reference. It is anticipated that the proposed District will use the revenue generated from the imposition of the CID Sales Tax to finance and reimburse those eligible CID Project costs incurred on its behalf.
14. As of the date of this Petition, the estimated cost of the CID Project is \$2,981,934.00 as further described in **Exhibit C** attached hereto and incorporated herein by reference. These costs exclude any debt issuance costs, financing cost, carrying cost, or the District’s administrative fees and expenses including but not limited to fees and costs relating to the proposed district formation, planning consultants, advisors, auditors, legal counsel or compliance administration.

15. The proposed District's board of directors shall commence the procedures provided in the CID Act for the termination of the proposed District upon the earlier to occur of (i) all of the proposed District's obligations used to finance and reimburse all the eligible CID Project costs have been fully redeemed in accordance with the terms of the CID Act, or (b) twenty-seven (27) years from the effective date of the City's ordinance approving the establishment of the proposed District. For purposes of the CID Act, this paragraph constitutes the proposed length of time for the existence of the proposed District. Notwithstanding anything contained herein to the contrary, the District shall terminate if the CID Sales Tax has not been imposed within five years following the adoption of the City ordinance establishing the District.
16. In addition to generating revenue through the CID Sales Tax, the District is authorized to enter into contracts with public and private entities to accept grants and donations of funds, property, labor, services or other things of value from such public and private sources pursuant to the CID Act.
17. Petitioners do not seek to limit the revenue generation or borrowing capacity of the District, except as otherwise provided in this Petition. It is anticipated that the District will use the moneys received from the imposition of the CID Sales Tax to finance and reimburse those eligible District project costs incurred on its behalf, and the District may issue notes or other obligations to fund the completion of the improvements and the provision of the services as are necessary and desirable to the District for the completion of the CID Project.
18. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, the remaining sections, clauses and provisions of this Petition shall remain valid, operative and enforceable to the fullest extent allowed by law.
19. Each of the exhibits to this Petition are incorporated herein and made a part of this Petition by reference.
20. **Notice to Petitioner(s):**  
  
**The signatures of the signers of this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.**
21. By execution and submission of this Petition, Petitioner respectfully requests that the City Council hold a public hearing in accordance with Section 67.1431 of the CID Act to consider this Petition and adopt an ordinance to establish the District as set forth in this Petition in accordance with the CID Act.

Dated this 17th day of April, 2025.

SIGNATURES TO FOLLOW

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**PETITIONER:**

NAME OF OWNER: Porterhouse Development LLC, a Missouri limited liability company

OWNER TELEPHONE NUMBER: (314) 974-1989

OWNER MAILING ADDRESS: 1610 Des Peres Road, Suite 385  
St. Louis, MO 63131

NAME OF SIGNER AND BASIS OF LEGAL AUTHORITY TO SIGN: Casey Urkevich  
Manager

SIGNER'S TELEPHONE NUMBER: (314) 974-1989

SIGNER'S MAILING ADDRESS: 1610 Des Peres Road, Suite 385  
St. Louis, MO 63131

IF OWNER IS NOT AN INDIVIDUAL, STATE WHAT TYPE OF ENTITY: Missouri Limited Liability Company

MAP OF OWNER'S PARCEL(S): See Exhibit A

PARCEL IDENTIFICATION NUMBERS: 3-0117-1198-00-0022.1000000 (0.84 acres)  
3-0117-1198-00-0022.0000000 (3.8445 acres)  
3-0117-1198-00-0022.2100000 (2.2719 acres)  
3-0117-1198-00-0021.1000000 (6.73 acres)

ASSESSED VALUE: TOTAL: 13.6864 acres  
3-0117-1198-00-0022.1000000 (0.84 acres) (\$6,792.00)  
3-0117-1198-00-0022.0000000 (3.8445 acres) (\$70,781.00)  
3-0117-1198-00-0022.2100000 (2.2719 acres) (\$18,993.00)  
3-0117-1198-00-0021.1000000 (6.73 acres) (\$997.00)

TOTAL: \$97,563.00

**[SIGNATURE PAGE OF PETITIONER TO FOLLOW]**



**EXHIBIT A – MAP OF SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

SEE FOLLOWING PAGE



**EXHIBIT B – LEGAL DESCRIPTION OF SOUTHPOINTE COMMUNITY  
IMPROVEMENT DISTRICT**

SEE FOLLOWING PAGE



A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482 OF THE ST. CHARLES COUNTY RECORDS; THENCE LEAVING SAID POINT AND CONTINUING ALONG THE NORTH LINE OF SAID PORTERHOUSE DEVELOPMENT, LLC S57°38'13"W A DISTANCE OF 341.04' TO A POINT; THENCE S32°32'10"E A DISTANCE OF 2.39' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00', AN ARC LENGTH OF 34.87', A CHORD WHICH BEARS S 17°24'19" W, A CHORD DISTANCE OF 30.62'; S 67°20'49" W A DISTANCE OF 89.57' TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00', AN ARC LENGTH OF 106.86', A CHORD WHICH BEARS S61°13'27"W, A CHORD DISTANCE OF 106.66'; THENCE S55°06'05"W A DISTANCE OF 181.39' TO A POINT; THENCE S40°43'17"E A DISTANCE OF 120.49' TO A POINT; THENCE N57°02'18"E A DISTANCE OF 49.13' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 157.08', A CHORD WHICH BEARS S77°57'42"E, A CHORD DISTANCE OF 141.42'; SAID POINT BEING IN THE EASTERN RIGHT OF WAY OF MISSOURI ROUTE 364 (WIDTH VARIES); THENCE ALONG SAID RIGHT OF WAY S32°57'42"E A DISTANCE OF 1016.92' TO A POINT; THENCE LEAVING SAID RIGHT OF WAY N56°09'43"E A DISTANCE OF 769.26' TO A POINT IN THE CENTER OF ARENA PARKWAY (WIDTH VARIES); THENCE ALONG THE CENTER OF ARENA PARKWAY N57°32'49"W A DISTANCE OF 335.48' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 572.96', AN ARC LENGTH OF 241.12', A CHORD WHICH BEARS N45°29'27"W, A CHORD DISTANCE OF 239.34'; THENCE LEAVING SAID CENTERLINE OF SAID ARENA PARKWAY N33°45'26"W A DISTANCE OF 373.52' TO A POINT; THENCE ALONG THE NORTHEASTERNMOST LINE OF THE AFOREMENTIONED PORTERHOUSE DEVELOPMENT, LLC N 32°30'01" W A DISTANCE OF 313.04' TO THE POINT OF BEGINNING AND CONTAINING 772,451 SQUARE FEET AND/OR 17.73 ACRES MORE OR LESS.

**EFFICIENT - QUALITY - RESPONSIVE**  
Architecture ■ Civil Engineering ■ Surveying  
Wentzville, MO 63385

100 Midland Park Drive

314-925-7444

**EXHIBIT C**  
**FIVE YEAR PLAN**  
**SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

**Introduction**

**PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “Petitioner”) proposes to create the Southpointe Community Improvement District (the “District”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

Section 67.1421 of the CID Act requires that the petition for creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make from the list of allowable improvements under Section 67.1461 of the CID Act, an estimate of the costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated term of the sources of funds to pay the costs.

This Five-Year Plan (the “Plan”) is presented in order to comply with the statutory requirements referenced above.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the purposes of the proposed District; (C) a description of the anticipated proposed District revenues over a five-year period; (D) a summary of the allowable improvements and services to be provided by the proposed District over a five-year period; (E) an estimate of costs of the services and improvements to be incurred over a five-year period; and (F) an anticipated schedule for the proposed District’s improvements, activities and services over a five-year period. This Plan is an integral part of the Petition to Establish a Community Improvement District (the “Petition”) to which it is attached and incorporated therein by reference.

**(A) Description of the location and formation of the proposed District.**

The proposed District consists of four (4) tax parcels totaling 17.73 acres generally bounded by and adjacent to Hemsath Road and S. River Road located in the City of St. Charles, St. Charles County, Missouri (the “City”).

The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The proposed District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public and private improvements within its boundaries, which

services and improvements will be paid for from revenues generated from taxes imposed within its boundaries.

**(B) Description of the purposes of the proposed District:**

The purposes of the proposed District are to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the proposed District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The proposed District will impose the CID Sales Tax to finance and administer these improvements and services as provided under the CID Act.

In general, the proposed District may undertake any of the public improvements set forth in the CID Act. Pursuant to Section 67.1461 of the CID Act the proposed District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The proposed District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The proposed District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the proposed District under Section 67.1461 of the CID Act, the proposed District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

The District will provide funding to undertake various public and private improvements (as further described below) within the proposed District's boundaries (as may be expanded pursuant to Section 67.1441 of the CID Act).

**(C) Description of the anticipated proposed District revenues over a five-year period:**

The proposed District is being formed to raise revenues by imposing an additional sales and use tax (the "CID Sales Tax") at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the CID Sales Tax is subject to approval by the qualified voters within the proposed District.

To the extent that there are no registered voters within the proposed District, the CID Act

provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of St. Charles County, Missouri ("**County**") as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District's board of directors will submit the question of whether it shall be authorized to impose the CID Sales Tax to the qualified voters for approval.

Notwithstanding anything in the CID Act or the Petition to the contrary, the District shall have no power to levy real property taxes, special assessments, or business license taxes.

**(D) Summary of the allowable improvements and services to be provided by the proposed District over a five-year period;**

Specifically, the proposed District is to cause the design and implementation of the work and services necessary to re-align or re-locate a portion of Hemsath Road consistent with design standards as dictated by the City as well as other site improvements within designated right-of-way such as sidewalk(s), lighting features, or directional signage (collectively, the "**District Project**") located within and benefiting property and improvements within the District's boundaries. Such improvements and services may be undertaken in multiple phases or may occur in one phase. The contemplated improvements and services could consist of the construction, reconstruction, installation, repair and maintenance of any of the improvements and the provision of any of the services permitted by the Act including, but not necessarily limited to:

- a) Site work and grading;
- b) Design, construction and installation of new public works or infrastructure; or upgrades and repair of existing public works or infrastructure, including any utility infrastructure (electric, natural gas or telecommunications) and public right-of-way;
- c) Drainage, water, storm and sewer systems;
- d) Structured parking, parking lots, garages or other traffic and parking improvements;
- e) Sidewalks, streets and alleys;
- f) Landscaping, hardscaping, pedestrian plazas and lighting;
- g) Facility signage (roadway and monument);
- h) Stormwater management and BMP controls;
- i) Acquisition of interests in real property to the extent necessary to carry out such improvements;
- j) Employing and/or contracting for personnel and services necessary to carry out the purposes of the District, including, but not limited to security personnel and security services, maintenance services, advertising, or assistance to attract further investment within the District; and

- k) all other useful, necessary or desired site improvements or services relating to or necessary for the work listed above.

**(E) Estimate of costs of the services and improvements to be incurred over a five-year period;**

The total estimated cost of the District Project over the initial five-year period is approximately \$2,981,934.00.

Scope	Description	Estimate
Specific Roadway Items	Mobilization (Roadway Areas)	\$200,000
Specific Roadway Items	Demolition (Roadway Areas)	\$3,600
Specific Roadway Items	Tree Clearing (Roadway Areas)	\$5,520
Specific Roadway Items	Sinkhole Mitigation (Roadway Areas)	\$25,200
Specific Roadway Items	Import Material (Roadway Areas)	\$145,199
Specific Roadway Items	Street Paving	\$405,182
Specific Roadway Items	Turn Lane	\$187,500
Specific Roadway Items	Storm Water (Roadway Areas)	\$27,000
Specific Roadway Items	Traffic Signal	\$400,000
Specific Roadway Items	Retaining Wall (Roadway Areas)	\$500,000
Specific Roadway Items	Integral 6" Monolithic Vertical Curb	\$100,000
Specific Roadway Items	Traffic Control	\$20,000
Specific Roadway Items	Street Lights	\$70,000
Specific Roadway Items	Signage & Pavement Markings	\$15,000
Miscellaneous Other Items - Hemsath Road Realignment	Erosion Control / Silt Fencing	\$12,400
Miscellaneous Other Items - Hemsath Road Realignment	Right of Way Cost	\$184,673
Miscellaneous Other Items - Hemsath Road	Contingency of Roadway Construction	\$420,840
Common (IF within ROW)	Sidewalk	\$141,930

Soft Cost and Fees (FOR ROW)	Civil Engineering / Legal / Other	\$117,890
	TOTAL	\$2,981,934

The proposed District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the District Project. CID Sales Tax revenues may be used to fund in part either direct costs of the District Project or financing costs of the District Project, or both.

The CID Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's board of directors in connection with the adoption of the annual budget of the proposed District, and (b) second, to fund the costs of the District Project or any obligations issued by or on behalf of the proposed District to finance the costs of the District Project. This formula will be applied throughout the term of the proposed District.

Sources of funds to complete the District Project include CID Sales Tax revenues, potential funding from the St. Charles County Road Board District, potential sales tax revenue from a Transportation Development District to be formed consistent with Sections 238.200 through 238.275 of the Missouri Revised Statutes, and funds contributed by the fee owners of real property within the District.

**(F) Anticipated schedule for the proposed District's improvements, activities and services over a five-year period**

A summary of the improvements, activities and services anticipated to be provided for by the proposed District over the initial five-year period is as follows:

**Improvements, Activities and Services**

- 2025**
- Establish District
  - District's board of directors authorizes imposition of CID Sales Tax
  - District holds mail-in election to impose CID Sales Tax
  - District Project commencement
  - Provide financing for a portion of the costs of the District Project
  - Provide for collection of CID Sales Tax

- District provides for its on-going administration
- Expand boundaries of the District boundaries, if and as necessary
- 2026** • Finalize expansion of the District boundaries, if and as appropriate
- Expand scope of District Project, if and as appropriate
- District Project continues
- Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on-going administration
- 2027** • Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on going administration
- 2028** • Provide financing for a portion of the costs of the District Project
- Provide for collection of CID Sales Tax
- District provides for its on-going administration
- 2029** • Provide financing for a portion of the costs of the District Project
  - Provide for collection of CID Sales Tax
  - District provides for its on-going administration

[END OF PLAN]

**EXHIBIT B**

**COOPERATION AGREEMENT**

[On file in the office of the City Clerk]

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_\_, 2025, by and among the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city and political subdivision of the State of Missouri (the “City”), the **SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “CID”), the **SOUTHPOINTE TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the “TDD”), and **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “Developer” and, together with the City, the CID and the TDD, the “Parties”).

### RECITALS:

1. The Developer proposes to undertake a mixed-use project consisting of approximately 192 residential apartments and approximately 12,000 square feet of retail and commercial space (collectively, the “Development Project”).
2. In connection therewith, the Developer submitted a petition (the “CID Petition”) to the City requesting the formation of the CID. On May \_\_\_, 2025, the City Council adopted Ordinance No. \_\_\_ authorizing the formation of the CID.
3. The Developer has advised the City that the Developer intends to request the formation of the TDD, which will undertake certain projects to be funded by the TDD (the “TDD Project”). The CID Project and the TDD Project are described on **Exhibit A**.
4. The Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the construction and financing of the CID Project and the TDD Project, respectively.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

**Section 1. Authority of the City.** The City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

**Section 2. Authority of the CID.** The CID has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CID, enforceable in accordance with its terms.

**Section 3. Authority of the TDD.** The TDD has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all

necessary TDD proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the TDD, enforceable in accordance with its terms.

**Section 4. Authority of the Developer.** The Developer has full corporate and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary corporate proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms.

**Section 5. CID Sales Tax; TDD Sales Tax.**

(a) The CID's Board of Directors (the "CID Board") may adopt a resolution to impose a community improvement district sales and use tax (the "CID Sales Tax"), subject to approval by the qualified voters, at a rate of not to exceed one percent (1.0%). The CID Sales Tax shall be imposed pursuant to the terms of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and any other applicable laws.

(b) The TDD's Board of Directors (the "TDD Board") may adopt a resolution to impose a transportation development district sales tax (the "TDD Sales Tax"), subject to approval by the qualified voters, at a rate of not to exceed one percent (1.0%). The TDD Sales Tax shall be imposed pursuant to the terms of the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri (the "TDD Act"), and any other applicable laws.

**Section 6. Continuing Existence of the CID and the TDD.**

(a) After the funding and construction of the CID Project are completed, including the payment in full or cancellation of all CID Project Obligations (defined herein), the CID will immediately take such steps as may be required to terminate the CID Sales Tax and dissolve the CID.

(b) After the funding and construction of the TDD Project are completed, including the payment in full or cancellation of all TDD Project Obligations (defined herein), the TDD will immediately take such steps as may be required to terminate the TDD Sales Tax and dissolve the TDD.

**Section 7. Governance of the CID.**

(a) The Parties acknowledge that the CID will be governed by a board of directors made up of five individuals appointed by the Mayor with the consent of the City Council, three of whom shall be representatives of the owners of real property operating within the CID and two of whom shall be residents of the City who are qualified and registered to vote and who have no financial interest in any real property or business operating within the CID. Successor directors of the CID shall be appointed as set forth in the CID Petition.

(b) The CID shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the CID complies with this Agreement and all applicable laws and regulations. If the CID (1) fails to comply with any reporting requirement contained in the CID Act or other applicable law for two consecutive years, including, without limitation, timely submittal of annual reports, financial statements and budgets, (2) admits to or is found by a court to have committed two or more violations of Chapter 610 of the Revised Statutes of Missouri or (3) is unresponsive to any inquiry or audit initiated by the Missouri State Auditor's office, then the City may designate an administrator or legal counsel for the CID, at the CID's cost, to ensure that the CID complies with this Agreement and all applicable laws and regulations.

(c) Except as expressly provided in **Sections 9 and 10** of this Agreement, unless otherwise approved by the City in its sole and absolute discretion, the CID shall have no authorization to pay any costs, impose any tax, license, fee or assessment (other than the CID Sales Tax) or incur any obligations.

(d) The Developer and the CID shall allow the City and its employees, agents, and representatives to inspect, within three business days after request therefor, all contracts, documents and records pertaining to the CID Project and the CID, including but not limited to the CID Sales Tax and the CID's financial statements. In addition, the CID agrees that, before the effective date of the CID Sales Tax, the CID will file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the CID Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri.

#### **Section 8. Governance of the TDD.**

(a) The Parties acknowledge that the TDD will be governed by a board of directors made up of five representatives of the owners of real property within the TDD, including two persons designated by the City, who will be elected by the owners of real property within the TDD. The Developer, as an owner of real property within the TDD, will cause the election to the board of directors of two persons designated by the City who meet all other qualifications to serve on the board of directors, by designating each such person as an authorized representative of the Developer and voting for such persons.

(b) The TDD shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the TDD complies with this Agreement and all applicable laws and regulations. If the TDD (1) fails to comply with any reporting requirement contained in the TDD Act or other applicable law for two consecutive years, including, without limitation, timely submittal of annual reports, (2) admits to or is found by a court to have committed two or more violations of Chapter 610 of the Revised Statutes of Missouri or (3) is unresponsive to any inquiry or audit initiated by the Missouri State Auditor's office, then the City may designate an administrator or legal counsel for the TDD, at the TDD's cost, to ensure that the TDD complies with this Agreement and all applicable laws and regulations.

(c) Except as expressly provided in **Sections 9 and 11** of this Agreement, unless otherwise approved by the City in its sole and absolute discretion, the TDD shall have no authorization to pay any costs, impose any tax, license, fee or assessment (other than the TDD Sales Tax) or incur any obligations.

(d) The Developer and the TDD shall allow the City and its employees, agents, and representatives to inspect, within three business days after request therefor, all contracts, documents and records pertaining to the TDD Project and the TDD, including but not limited to the TDD Sales Tax and the TDD's financial statements. In addition, the TDD agrees that, before the effective date of the TDD Sales Tax, the TDD will file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the TDD Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri.

#### **Section 9. Construction of the CID Project and the TDD Project.**

(a) Subject to compliance with all applicable laws, regulations, permits and governmental approvals, the Developer shall obtain all inspections, tests and reports as it deems necessary, hire and retain all experts, professionals and staff and enter into one or more construction contracts to complete the CID Project and the TDD Project. The Developer shall construct, or cause the construction of, the CID Project and the TDD Project, which shall be completed in a good and workmanlike manner in accordance

with all applicable laws and regulations. The Developer shall advance all costs of designing, planning, constructing and completing the CID Project and the TDD Project, subject to reimbursement as provided in **Sections 10** and **11**. The CID and the TDD shall have no authority to pay for any other projects other than as listed on **Exhibit A**.

(b) The City and its duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than three business days' prior written notice, subject to safety and security requirements, inspect all work being performed in connection with the construction and installation of the CID Project and the TDD Project.

(c) All construction contracts for the CID Project and the TDD Project entered into by or on behalf of the Developer, the CID or the TDD shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the CID Project and/or the TDD Project.

(d) The Developer shall obtain or cause to be obtained all necessary governmental approvals, shall be subject to all lawful inspections and shall perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Developer and to use its best efforts to process and consider all applications for governmental approvals promptly as received.

(e) The Developer shall comply with all federal, state and local laws relating to the construction of the CID Project and the TDD Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, but only to the extent such laws are applicable to the CID Project, the TDD Project or any portion of either.

(f) Simultaneously with the execution of this Agreement, the Developer shall provide the CID, the TDD and the City with an affidavit, in substantially the form of **Exhibit C**, and documentation to evidence the Developer's compliance with Section 285.530 of the Revised Statutes of Missouri.

(g) It shall be a material breach of this Agreement if the Developer knowingly permits a contractor to employ persons not authorized to work in the United States. If the Developer reasonably believes a contractor working on the CID Project or the TDD Project is employing persons not authorized to work in the United States, the Developer shall promptly report the basis for that belief to the City.

**Section 10. Certificate of Substantial Completion.** Promptly after substantial completion of the CID Project and the TDD Project, the Developer shall furnish a Certificate of Substantial Completion to the City, in substantially the form of **Exhibit B**. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to approve or reject a Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable portion of the CID Project and/or the TDD Project in

reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of the City, to obtain such acceptance. Notwithstanding any provision of this Agreement to the contrary, the City may withhold issuing temporary or final certificates of occupancy for the Development Project or any portion thereof until the City accepts the Certificate of Substantial Completion.

**Section 11. Reimbursable CID Project Costs and CID Project Obligations.**

(a) To be reimbursed for costs of the CID Project, the Developer shall, no more frequently than quarterly, provide to the CID an accounting of all costs advanced by the Developer on behalf of the CID to construct or acquire the applicable portion of the CID Project (the "Reimbursable CID Project Costs"). Upon the City's request, the Developer and the CID shall provide such information, together with any supporting documents reasonably requested.

(b) The CID shall establish the "CID Trust Fund." All revenues received from the CID Sales Tax shall be deposited in the CID Trust Fund and disbursed as follows:

(1) first, to pay the CID's operating costs (legal, administrative, insurance, audit, etc.), which amount shall not exceed \$15,000 for calendar year 2025, plus a year-over-year increase of 3% for any subsequent year; and

(2) second, to reimburse the Developer for Reimbursable CID Project Costs (as provided in paragraph (d) below) or to pay CID Project Obligations (as provided in paragraph (e) below).

(c) The Developer agrees, upon written request of the CID, to promptly pay any operating costs in excess of the moneys available under (c)(1) above if the CID's revenues are insufficient for that purpose. Any such moneys paid by the Developer may be reimbursed by the CID when sufficient funding is available.

(d) The CID shall use money available under (c)(2) to reimburse the Developer for Reimbursable CID Project Costs. The CID shall, subject to annual appropriation, make payments to the Developer from the CID Trust Fund at least semiannually to the extent (1) the CID has money in the CID Trust Fund not needed for operating costs and (2) the Developer has not yet been reimbursed for the Reimbursable CID Project Costs.

(e) The CID may issue, or cause to be issued, notes, bonds or other obligations (the "CID Project Obligations") and use the proceeds thereof to reimburse the Developer for the Reimbursable CID Project Costs. The CID shall notify the City in writing prior to issuing any notes, bonds or other obligations and shall not issue any tax-exempt notes, bonds or other obligations without the City's prior written consent; provided, however, that the City's consent shall not be required if the CID Project Obligations are issued in such a manner that the CID Project Obligations do not cause the City, in the opinion of Gilmore & Bell, P.C., or another attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the City, to lose its ability to issue "qualified tax-exempt obligations," as defined in Section 265(b) of the Internal Revenue Code, for the applicable calendar year.

**Section 12. Reimbursable TDD Project Costs and TDD Project Obligations.**

(a) To be reimbursed for costs of the TDD Project, the Developer shall, no more frequently than quarterly, provide to the TDD an accounting of all costs advanced by the Developer on behalf of the

TDD to construct or acquire the applicable portion of the TDD Project (the “Reimbursable TDD Project Costs”). Upon the City’s request, the Developer and the TDD shall provide such information, together with any supporting documents reasonably requested.

(b) The TDD shall establish the “TDD Trust Fund.” All revenues received from the TDD Sales Tax shall be deposited in the CID Trust Fund and disbursed as follows:

(1) first, to pay the CID’s operating costs (legal, administrative, insurance, audit, etc.), which amount shall not exceed \$15,000 for calendar year 2025, plus a year-over-year increase of 3% for any subsequent year; and

(2) second, to reimburse the Developer for Reimbursable CID Project Costs (as provided in paragraph (d) below) or to pay CID Project Obligations (as provided in paragraph (e) below).

(c) The Developer agrees, upon written request of the TDD, to promptly pay any operating costs in excess of the moneys available under (c)(1) above if the TDD’s revenues are insufficient for that purpose. Any such moneys paid by the Developer may be reimbursed by the TDD when sufficient funding is available.

(d) The TDD shall use money available under (c)(2) to reimburse the Developer for Reimbursable TDD Project Costs. The TDD shall, subject to annual appropriation, make payments to the Developer from the TDD Trust Fund at least semiannually to the extent (1) the TDD has money in the TDD Trust Fund not needed for operating costs and (2) the Developer has not yet been reimbursed for the Reimbursable TDD Project Costs.

(e) The TDD may issue, or cause to be issued, notes, bonds or other obligations (the “TDD Project Obligations”) and use the proceeds thereof to reimburse the Developer for the Reimbursable TDD Project Costs. The TDD shall notify the City in writing prior to issuing any notes, bonds or other obligations and shall not issue any tax-exempt notes, bonds or other obligations without the City’s prior written consent; provided, however, that the City’s consent shall not be required if the TDD Project Obligations are issued in such a manner that the TDD Project Obligations do not cause the City, in the opinion of Gilmore & Bell, P.C., or another attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the City, to lose its ability to issue “qualified tax-exempt obligations,” as defined in Section 265(b) of the Internal Revenue Code, for the applicable calendar year.

**Section 13. Overlap of CID Project and TDD Project.** The Parties acknowledge that the CID Project and the TDD Project may include some of the same components. Accordingly, eligible costs may be reimbursed by either the CID or the TDD (but not both).

**Section 14. Insurance.**

(a) The CID and the TDD will each maintain reasonable levels of insurance throughout its respective existence. Without limiting the generality of the foregoing, the CID and the TDD shall, simultaneously with the execution of this Agreement and annually thereafter through the term of this Agreement, each provide evidence of a directors and officers liability or similar policy (in form and substance reasonably acceptable to the City Attorney or special counsel to the City) that includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the CID Board or the TDD Board, as applicable, pursuant to the CID Act or the TDD Act, as applicable, and Chapter 610 of the Revised Statutes of Missouri.

(b) The policies of insurance required pursuant to clause (a) above shall be placed with MOPERM or financially sound and reputable insurers licensed to transact business in the State of Missouri with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most currently available "A.M. Best's" insurance reports. The CID and the TDD, as applicable, shall deliver or cause to be delivered to the City evidence of all insurance policies maintained hereunder.

**Section 15. Release and Indemnification.**

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, hold harmless and indemnify the City, the CID, the TDD and their respective governing body members, officials, employees, attorneys and agents against any and all claims, demands, actions, causes of action, losses, damages, injuries, liabilities and/or expenses (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with:

(1) the Developer's failure to comply with any provision of this Agreement or the activities or transactions contemplated herein;

(2) the negligence or intentional misconduct of the Developer or an affiliate thereof, or their respective employees and agents;

(3) the presence of hazardous wastes, hazardous materials or other environmental contaminants within the property on which the Development Project will be constructed;

(4) any loss of or damage to property or any injury to or death of any person occurring in, at or about the Development Project in connection with any activities, acts or omissions of the Developer, a related party to the Developer, or any of their respective contractors, agents or employees; or

(5) otherwise arising out of the adoption or administration of this Agreement or the construction or operation of the Development Project.

**Section 16. Hold Harmless.** Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer, the CID or the TDD for damages or otherwise if all or any part of the CID, the TDD, the CID Project, or the TDD Project or any ordinance or resolution of the City adopted in

connection therewith is declared invalid or unconstitutional in whole or in part by any court of competent jurisdiction.

**Section 17. Successors and Assigns.** This Agreement may be assigned by the Developer with the written consent of the other Parties, which shall not be unreasonably withheld.

**Section 18. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid term or provision.

**Section 19. Waiver.** The City's failure at any time hereafter to require strict performance by the CID, the TDD or the Developer of any provision of this Agreement shall not waive, affect, or diminish any right of the City thereafter to demand strict compliance and performance therewith.

**Section 20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**Section 21. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies that it is not currently engaged in and shall not, for the duration of this Agreement, 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.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in their respective names and attested as of the date first above written.

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Kimberly Hudson, City Clerk



[Cooperation Agreement]

**SOUTHPOINTE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

[Cooperation Agreement]

**SOUTHPOINTE TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

[Cooperation Agreement]

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: Casey Urkevich  
Title: Manager

**EXHIBIT A**

**CID PROJECT AND TDD PROJECT**

<b>Scope</b>	<b>Description</b>	<b>Estimate</b>
Specific Roadway Items	Mobilization (Roadway Areas)	\$200,000
Specific Roadway Items	Demolition (Roadway Areas)	\$3,600
Specific Roadway Items	Tree Clearing (Roadway Areas)	\$5,520
Specific Roadway Items	Sinkhole Mitigation (Roadway Areas)	\$25,200
Specific Roadway Items	Import Material (Roadway Areas)	\$145,199
Specific Roadway Items	Street Paving	\$405,182
Specific Roadway Items	Turn Lane	\$187,500
Specific Roadway Items	Storm Water (Roadway Areas)	\$27,000
Specific Roadway Items	Traffic Signal	\$400,000
Specific Roadway Items	Retaining Wall (Roadway Areas)	\$500,000
Specific Roadway Items	Integral 6" Monolithic Vertical Curb	\$100,000
Specific Roadway Items	Traffic Control	\$20,000
Specific Roadway Items	Street Lights	\$70,000
Specific Roadway Items	Signage & Pavement Markings	\$15,000
Miscellaneous Other Items - Hemsath Road Realignment	Erosion Control / Silt Fencing	\$12,400
Miscellaneous Other Items - Hemsath Road Realignment	Right of Way Cost	\$184,673
Miscellaneous Other Items - Hemsath Road	Contingency of Roadway Construction	\$420,840
Common (IF within ROW)	Sidewalk	\$141,930
Soft Cost and Fees (FOR ROW)	Civil Engineering / Legal / Other	\$117,890
	<b>TOTAL</b>	<b>\$2,981,934</b>

**EXHIBIT B**

**FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION**

Certificate of Substantial Completion

The undersigned, Porterhouse Development LLC (the "*Developer*"), pursuant to that certain Cooperation Agreement dated as of \_\_\_\_\_, 2025, among the City of St. Charles, Missouri (the "*City*"), the Southpointe Community Improvement District (the "*CID*"), the Southpointe Transportation Development District (the "*TDD*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_\_\_, the CID Project and the TDD Project have been substantially completed in a good and workmanlike manner and in accordance with the Agreement.
2. Lien waivers for the CID Project and the TDD Project have been obtained.
3. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the CID Project and the TDD Project have been substantially completed in accordance with the Agreement.
4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants related to the completion of the CID Project and the TDD Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name:  
Its:

ACCEPTED:

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]

**EXHIBIT C**

**DEVELOPER AFFIDAVIT**

STATE OF MISSOURI        )  
  ) SS  
COUNTY OF ST. LOUIS    )

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Porterhouse Development LLC, a Missouri limited liability company (the "*Developer*"), and am authorized by the Developer to attest to the matters set forth herein.

The Developer has no employees. Prior to hiring any employees, the Developer will enroll and participate in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**RCA FORM (OFFICE USE ONLY)**

Bill # 13982

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 4

Sponsor(s): Mary West

**Description:**

An ordinance authorizing the City of St. Charles to issue its Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025, for the purpose of providing funds to pay the costs of acquiring, constructing and improving an industrial development project in the City; approving a plan for the project; and authorizing the City to enter into certain agreements and take certain other actions in connection with the issuance of the bonds.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

This ordinance authorizes the City to issue Taxable Industrial Revenue Bonds (Southpointe Development Project) Series 2025 (the "Bonds") pursuant to Chapter 100, RSMo; and such Bonds will provide funds for the purpose of constructing a mixed-use development consisting of approximately 230 residential apartments and approximately 12,000 square feet of retail and commercial space (the "Project Improvements") on approximately 12.75 acres owned by Porterhouse Development LLC (the "Company") and located at 350 Hemsath Road in the City. Pursuant to Chapter 100 financing, the City will take a leasehold interest in the "Project" financed, and lease the same to the Company during the construction period. The lease will terminate upon completion of construction. The Bond payment obligations of the City will be payable from the lease payments. No tax revenues will be used to repay the Bonds.

The Chapter 100 financing will enable the developer to obtain a sales and use tax exemption on qualified building materials. The Chapter 100 financing does not provide for any property tax abatement.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** Southpointe Development Project

RCA prepared by: Legal Dept. Dir. Humm Finance Dir. Jaw Dir. of Admin. LJ

Sponsored By: Mary West

**AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (SOUTHPOINTE DEVELOPMENT PROJECT), SERIES 2025, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of St. Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

**WHEREAS**, Porterhouse Development LLC, a Missouri limited liability company (the “Developer”), has requested that the City issue its Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025, in the maximum principal amount of \$72,000,000 (the “Bonds”), for the purpose of acquiring a leasehold interest in approximately 12.575 acres of real property generally located at 350 Hemsath Road in the City (as legally described in the hereinafter-defined Lease, together with all improvements now or hereafter located thereon, the “Project Site”) and constructing thereon a mixed-use development consisting of approximately 230 residential apartments and approximately 12,000 square feet of retail and commercial space (collectively, the “Project Improvements” and, together with the acquisition of a leasehold interest in the Project Site, the “Project”); and

**WHEREAS**, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

**WHEREAS**, a Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared in the form of **Exhibit A**; and

**WHEREAS**, notice of the City’s consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

**WHEREAS**, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue the Bonds for the purpose of facilitating a sales and use tax exemption on construction materials used to construct the Project Improvements; and (3) enter into certain agreements and documents with the Developer relating to the Bonds; and

**WHEREAS**, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain other documents and take certain other actions as herein provided;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AS FOLLOWS:**

**Section 1. Approval of the Plan.** The City Council hereby approves the Plan.

**Section 2. Authorization for the Project.** The City is hereby authorized to provide for the purchase and construction of the Project, in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

**Section 3. Authorization of the Bonds.** The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

**Section 4. Limitation on Liability.** The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee"), as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any other political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

**Section 5. Authorization of Documents.** The City is hereby authorized to enter into the following documents (collectively, the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the City Documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Base Lease between the City and the Developer, in substantially the form of **Exhibit B**, pursuant to which the City will acquire a leasehold interest in the Project Site during the construction of the Project Improvements, in consideration of the City's agreement to issue the Bonds.

(b) Lease Agreement (the "Lease") between the City and the Developer, in substantially the form of **Exhibit C**, pursuant to which the City will lease the Project to the Developer pursuant to the terms and conditions contained therein, in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

(c) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form of **Exhibit D**, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions set forth therein.

(d) Bond Purchase Agreement between the City and the Developer, in substantially the form of **Exhibit E**, pursuant to which the Developer will purchase the Bonds.

**Section 6. Execution of Documents.** The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication, for and on behalf of and as the act and deed of the City, in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 7. Further Authority.** The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor and the Director of Administration are hereby authorized, through the term of the Lease, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of any portion of the Project by the Developer, including but not limited to subordination and non-disturbance agreements, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Developer) as may be required to carry out and comply with the intent of this Ordinance and the City Documents. The Mayor and the Director of Administration are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indenture or the Lease as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the economic incentives provided therein, waive an event of default or materially change the nature of the transaction unless approved by the City Council. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

**Section 8. Savings.** Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

**Section 9. Acknowledgement of Pledge.** The City hereby acknowledges that the Bonds may be pledged to one or more lenders, their successors and assigns as security for financing to be provided to the Developer by such lenders. The City is authorized to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and the City Attorney. The City's attorneys are authorized and directed to request the Trustee to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and to note the lenders as owners of the Bonds on the bond register.

**Section 10. Severability.** If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

**Section 11. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

DATE PASSED: \_\_\_\_\_, 2025.

DATE APPROVED BY MAYOR: \_\_\_\_\_, 2025.



\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk

Approved as to Form:

Holly Magdziarz                      5/5/2025  
Holly Magdziarz, Acting City Attorney                      Date

**EXHIBIT A**

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS**

[On file in the office of the City Clerk]

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**CITY OF ST. CHARLES, MISSOURI**

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT  
AND  
COST-BENEFIT ANALYSIS**

**SOUTHPOINTE DEVELOPMENT PROJECT**

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## **I. PURPOSE OF THIS PLAN**

The City of St. Charles, Missouri (the "City"), intends to issue taxable industrial revenue bonds in an aggregate principal amount not to exceed \$72,000,000 (the "Bonds") to finance the costs of a proposed project (the "Project") for the benefit of Porterhouse Development LLC (including its successors and assigns, the "Developer"). The Bonds will be issued pursuant to the provisions of the City Charter, Sections 100.010 to 100.200 of the Revised Statutes of Missouri ("Chapter 100") and Article VI, Section 27(b) of the Missouri Constitution (together with Chapter 100, the "Act"). The Bonds will initially be owned by the Developer and cannot be transferred, other than to the Developer lenders, without the City's prior approval.

This Plan for an Industrial Development Project and Cost-Benefit Analysis (this "Plan") is intended to satisfy requirements of the Act and to provide an analysis of the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial revenue bonds to finance the Project and to facilitate a sales and use tax exemption on the construction materials used to complete the Project.

## **II. DESCRIPTION OF CHAPTER 100 FINANCINGS**

**General.** Chapter 100 authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing and industrial development purposes, including the real estate, buildings, fixtures and machinery. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

**Issuance and Sale of Bonds.** Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the benefitted company will lease the site on which the project will be located to the municipality. The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the benefitted company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the benefitted company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project and to maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for certain liability the municipality might incur as a result of its participation in the transaction.

***Sales and Use Tax Exemption.*** The purpose of this Plan is to provide a sales and use tax exemption on qualified building materials. Under the Act and other applicable state law, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

***Property Tax Abatement.*** While the Act is often used to facilitate real or personal property tax abatement, the Developer is not seeking, and this Plan does not authorize, any real or personal property tax abatement or exemption.

### III. DESCRIPTION OF THE PARTIES

***Porterhouse Development LLC.*** The Developer was formed for the sole purpose of acquiring, constructing and owning the Project. The Developer is an affiliate of Clearpath Development Partners, LLC, which is a St. Louis-based real estate company with extensive real estate development experience. More information regarding Clearpath Development Partners, LLC can be found at <https://www.clearpathdev.com/>.

***City of St. Charles, Missouri.*** The City is a home rule charter city and political subdivision of the State of Missouri (the "State"). The City is authorized and empowered pursuant to the provisions of the City Charter and the Act to purchase, construct, extend, equip and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

### IV. REQUIREMENTS OF THE ACT

***A. Description of the Project.*** The Project consists of acquiring a leasehold interest in approximately 12.575 acres of real property generally located at 350 Hemsath Road in the City (the "Project Site") and constructing thereon a mixed-use development consisting of approximately 230 residential apartments and approximately 12,000 square feet of retail and commercial space (collectively, the "Project Improvements" and, together with the acquisition of a leasehold interest in the Project Site, the "Project"). The Developer expects to commence the Project Improvements in 2025 and to complete the Project Improvements in 2029.

***B. Estimate of the Costs of the Project.*** The acquisition and construction of the Project are estimated to cost \$71,000,000. The Bonds will be authorized in the maximum principal amount of \$72,000,000 to provide for contingencies.

***C. Sources of Funds to be Expended for the Project.*** The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of \$72,000,000 and other available funds of the Developer. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State. No tax revenues will be used to repay the Bonds.

***D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.*** Until substantial completion of the Project Improvements, the City will lease the Project to the Developer for lease payments equal to the principal of and interest on the Bonds. Under the terms of the lease agreement, the Developer will have the option to purchase the Project at any time for nominal consideration. The lease will terminate following completion of the Project Improvements (currently estimated to be in 2029), unless terminated sooner pursuant to the terms thereof.

**E. Affected School District, Community College District, Emergency Service Providers, County and City.** The Project is located within the boundaries of the Francis Howell R-III School District, St. Charles County, Missouri; the St. Charles Community College; the St. Charles County Ambulance District; Central County Fire & Rescue, a Fire Protection District of St. Charles County, Missouri; St. Charles County Dispatch and Alarm; St. Charles County, Missouri (the "County"); and the City. Because this Plan is intended to provide only a sales and use tax exemption on qualified building materials, this Plan affects only those taxing districts that have a sales (and use) tax and only to the extent that qualified building materials are purchased within the boundaries of those taxing districts.

**F. Current Assessed Valuation.** The most recent equalized assessed valuation of the real property included in the Project is \$92,094. The total equalized assessed valuation of the real property included in the Project after substantial completion of the Project Improvements is estimated to be \$17,000,000.

**G. Payments in Lieu of Taxes.** This Plan does not provide for any property tax abatement or any payments in lieu of taxes.

**H. Sales and Use Tax Exemption.** Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the Bond documents upon delivery of a project exemption certificate by the City to the Developer. The project exemption certificate may be used by the Developer and its contractors and subcontractors to purchase and pay for, exempt from sales tax, certain construction materials to be incorporated into or used up in the Project Improvements.

**I. Cost-Benefit Analysis.** In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the sales and use tax exemption for the Project. For purposes of determining the impact of the exemption granted by the City on the affected taxing jurisdictions, it was assumed that:

- \$25,560,000 of the total costs of the Project Improvements will be allocated to construction material costs;
- the applicable sales tax rate is 7.950%, of which 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- the applicable sales tax rate is 7.950%, of which 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- \$17,125,200 of the qualified construction materials will be subject to the State's sales tax, and \$8,434,800 of the qualified construction materials will be subject to the State's use tax;
- \$4,345,200 of the qualified construction materials will be subject to the County's sales tax, and \$21,214,800 of the qualified construction materials will be subject to the County's use tax; and
- \$2,044,800 of the qualified construction materials will be subject to the City's sales tax, and \$23,515,200 will be subject to the City's use tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact to the affected taxing jurisdictions of the sales and use tax exemption on the qualified building materials granted by the City is expected to be \$1,749,000, allocated as follows:

	<u>Sales Tax</u>	<u>Use Tax</u>	<u>Total</u>
State of Missouri	\$723,540	\$ 356,370	\$1,079,910
St. Charles County	74,955	365,955	440,910
City of St. Charles	<u>40,896</u>	<u>470,304</u>	<u>511,200</u>
Total	\$839,390	\$1,192,630	\$2,032,000

The City believes that the Developer's investment in the Project will create construction jobs, spur additional investment in the City and bring new tenants to the City. In addition, significant real and personal property taxes will be generated upon completion of the Project. None of these ancillary impacts were measured for purposes of this Plan. This Plan does not attempt to quantify the overall economic impact of the Project.

**V. ASSUMPTIONS AND BASIS OF PLAN**

As described herein, this Plan includes assumptions that impact the amount of the sales and use tax exemption proposed for the Project.

In addition to the foregoing, in order to complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City and its counsel, representatives of the Developer and its counsel and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided by others and has not independently verified the accuracy, completeness or fairness of such information.

\* \* \*

**EXHIBIT B**

**BASE LEASE**

[On file in the office of the City Clerk]

May 5, 2025

-----  
(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	BASE LEASE
DATE OF DOCUMENT:	As of _____, 2025
GRANTOR:	PORTERHOUSE DEVELOPMENT LLC
GRANTOR'S MAILING ADDRESS:	1610 Des Peres Road, Suite 385 St. Louis, Missouri 63131
GRANTEE:	CITY OF ST. CHARLES, MISSOURI
GRANTEE'S MAILING ADDRESS:	200 North Second Street St. Charles, Missouri 63301
RETURN DOCUMENTS TO:	Mark D. Grimm, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See <b>Exhibit A</b>

## BASE LEASE

**THIS BASE LEASE**, dated as of \_\_\_\_\_ 1, 2025 (this “Base Lease”), between **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “Developer”), and the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”).

### RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. The Developer owns approximately 12.575 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, together with all improvements now or hereafter located thereon, the “Project Site”). The Project Site is the subject of an industrial development plan approved pursuant to the Act by Ordinance No. \_\_\_\_\_ (the “Ordinance”) passed by the City Council on \_\_\_\_\_, 2025

3. Pursuant to the Act and the Ordinance, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025, in the maximum principal amount of \$62,000,000 (the “Bonds”), for the purpose of constructing on the Project Site a mixed-use development consisting of approximately 192 residential apartments and approximately 12,000 square feet of retail and commercial space (collectively, the “Project Improvements”), (2) enter into this Base Lease with the Developer for the purpose of acquiring a leasehold interest in the Project Site during the construction of the Project Improvements and (3) enter into a Lease Agreement of even date herewith with the Developer (the “Lease”) for the purpose of leasing the Project Site and the Project Improvements (together, the “Project”) back to the Developer for rent sufficient to pay the principal of and interest on the Bonds.

4. The Developer desires to lease the Project Site to the City, and the City desires to lease the Project Site from the Developer and to acquire and hold a leasehold interest for the term of this Base Lease as more fully described in this Base Lease.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Developer do hereby represent, covenant and agree as follows:

**Section 1. Definitions.** In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such words and terms in the Lease.

**Section 2. Representations by the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri.

(b) Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.

(c) By proper action of its governing body, the City has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers.

**Section 3. Representations by the Developer.** The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company validly existing and in good standing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.

(c) The Developer is the Owner of the Project Site and is permitted to lease the Project Site to the City pursuant to this Base Lease.

**Section 4. Lease Term.** This Base Lease shall become effective upon its execution and delivery and, subject to earlier termination pursuant to the provisions of this Base Lease, shall have a term commencing as of the date of this Base Lease and terminating simultaneously with the termination of the Lease.

**Section 5. Granting of Leasehold Estate.** The Developer hereby rents, leases and lets the Project Site to the City, and the City hereby rents, leases and hires the Project Site from the Developer, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

**Section 6. Rent.** In addition to the City's obligations under the Lease, the City hereby agrees to pay to the Developer annual rent under this Base Lease (the "Rent") equal to One Dollar and no/100 (\$1.00), which shall be due on the date of this Base Lease and on each January 1 thereafter during the term of this Base Lease. The Developer hereby acknowledges that it has received the Rent due on the date of this Base Lease.

**Section 7. Use and Possession of the Project Site.** The City will have the rights of use and possession of the Project Site only to the extent permitted by the Lease.

**Section 8. Assignability.** The City will not assign, sublease, mortgage or otherwise transfer or encumber its interest in this Base Lease except as provided in the Indenture.

**Section 9. Repairs and Maintenance.** The Developer shall, at its sole cost and expense, maintain and repair the Project, and all portions thereof and improvements thereto, to the extent required by the Lease. In no event shall the City be required to make any repairs, improvements, additions, replacements, reconstructions or other changes to the Project or perform any maintenance thereon.

**Section 10. Taxes.** Pursuant to **Section 6.2** of the Lease, the Developer shall promptly pay all taxes or other governmental charges that if unpaid, would encumber the City's leasehold interest in the Project.

**Section 11. Insurance.** The Developer shall maintain the insurance policies required by **Article VII** of the Lease.

**Section 12. Condemnation.** If at any time during the term of this Base Lease, there is a total or partial taking of the Project in condemnation proceedings or by any right of eminent domain or by sale in lieu thereof, the parties shall have the rights and obligations provided in the Lease, and this Base Lease shall terminate only to the extent and in the manner provided in the Lease.

**Section 13. Surrender of the Project.** Except as otherwise expressly provided in this Base Lease, the City shall surrender and deliver up the Project and all associated improvements thereto to the Developer at the expiration or other termination of this Base Lease, to the limited extent that the City may have any right of possession thereof as expressly provided herein, without fraud or delay.

**Section 14. Covenants Against Liens.** The Developer shall not create or permit to be created or to remain, and the Developer shall promptly discharge, any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Project or any part thereof as a result of the Developer's separate actions, except as expressly permitted pursuant to the Lease. Notwithstanding the foregoing, the Developer hereby acknowledges that mechanic's, laborer's or materialman's liens may be filed against the Developer's fee interest in the Project Site despite the City's leasehold interest in the Project Site. All such liens shall be discharged prior to the termination of this Base Lease.

**Section 15. Notices.** Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Base Lease or pursuant to law or otherwise, shall be made in the form and manner provided in the Lease.

**Section 16. Developer's Right to Terminate.** The Developer may terminate this Base Lease at any time pursuant to **Article XI** of the Lease.

**Section 17. Conflict with the Lease.** In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control.

**Section 18. Limitation on Liability of City.** No provision, covenant or agreement contained in this Base Lease or any obligation herein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

**Section 19. Governing Law.** This Base Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 20. Binding Effect.** This Base Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns.

**Section 21. Severability.** If for any reason any provision of this Base Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 22. Execution in Counterparts.** This Base Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 23. Electronic Transaction.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 24. Date of Base Lease.** The dating of this Base Lease as of \_\_\_\_\_, 2025, is intended as and for the convenient identification of this Base Lease only and is not intended to indicate that this Base Lease was executed and delivered on said date, this Base Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds (the "Effective Date").

**Section 25. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Base Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]



**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk

STATE OF MISSOURI        )  
  ) SS.  
COUNTY OF ST. CHARLES )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared **DANIEL J. BORGMEYER**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city, and that he is authorized to sign the foregoing instrument on behalf of said city, and acknowledged that he executed said instrument as said city's free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for said State

My Commission Expires:

*PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX*

[Base Lease]

## EXHIBIT A

### LEGAL DESCRIPTION OF PROJECT SITE

A tract of land situated in Unincorporated St. Charles County, Missouri, lying in part of U.S. Survey 1198, Township 46 North, Range 4 East, being part of a tract of land conveyed to Steven M. Franz and Michelle Y. Franz, Trustees of the Franz Family Trust dated July 23, 2002 as to an undivided 1/5 interest, as recorded in Deed Book 3567, Page 349 of the land records of said St. Charles County, also being part of a tract of land conveyed to Kenneth J. Montgomery and Gloria Mahady, Trustees of the Kenneth J. Montgomery Family Living Trust dated November 18, 2016, as recorded in Deed Book 6659, Page 397 of said land records, also being part of a tract of land conveyed to Monty's Property LLC, a Missouri limited liability company, as recorded in Deed Book 6961, Page 445 of said land records, also being part of a tract of land conveyed to Margery Ann Mahady and Victoria McKinney, as recorded in Document No. 2022R-065606 of said land records, also being part of a tract of land conveyed to Yvonne M. Shangraw, Robin James Shangraw, Jeannine Marie Hinchley, Christopher John Shangraw, and Paul Maurice Shangraw, as recorded in Deed Book 4265, Page 830 of said land records, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman, as recorded in Deed Book 653, Page 1090 of the land records of said St. Charles County, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman Family Trust, as recorded in Deed Book 5147, Page 39 of said land records, and being more particularly described as follows:

Beginning at the intersection of the Northeastern right-of-way line of Hemsath Road and the Southwestern right-of-way line of Arena Parkway, also being known as South River Road, variable width; thence along said Southern right-of-way line of Arena Parkway the following courses and distances: 32.49 feet along the arc of a curve to the right, having a radius of 39.17 feet, through a central angle of 47 degrees 31 minutes 29 seconds, with a chord that bears North 09 degrees 22 minutes 05 seconds West, a distance of 31.57 feet; 161.73 feet along the arc of a curve to the right, having a radius of 441.22 feet, through a central angle of 21 degrees 00 minutes 07 seconds, with a chord that bears North 65 degrees 23 minutes 28 seconds East, a distance of 160.83 feet; 224.77 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 28 degrees 24 minutes 53 seconds, with a chord that bears North 87 degrees 16 minutes 43 seconds East, a distance of 222.47 feet; 331.51 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 41 degrees 54 minutes 34 seconds, with a chord that bears South 54 degrees 23 minutes 22 seconds East, a distance of 324.17 feet; South 33 degrees 26 minutes 06 seconds East, a distance of 152.24 feet; 30.49 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 02 degrees 49 minutes 38 seconds, with a chord that bears South 34 degrees 50 minutes 55 seconds East, a distance of 30.49 feet; 18.43 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 01 degrees 42 minutes 33 seconds, with a chord that bears South 37 degrees 07 minutes 00 seconds East, a distance of 18.43 feet to the Northeast corner of a tract of land conveyed to Edward C. Keen, ETAL, as recorded in Deed Book 131, Page 418 of said land records; 216.94 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 020 degrees 06 minutes 52 seconds, with a chord that bears South 46 degrees 36 minutes 23 seconds East, a distance of 215.83 feet; South 56 degrees 45 minutes 37 seconds East, a distance of 305.94 feet to the intersection of said Southwestern right-of-way line of Arena Parkway, variable width, and the Northwest right-of-way line of Mulberry Lane, 40 feet wide, as shown on Timber Crest Subdivision No. 1, a subdivision recorded in Plat Book 6, Page 37 of said land records; thence along said Northwest right-of-way line of Mulberry Lane, South 56 degrees 07 minutes 25 seconds West, a distance of 668.56 feet to said Northeastern right-of-way line of Hemsath Road; thence leaving said Northwest right-of-way line of Mulberry Lane and along said Northeastern right-of-way line of Hemsath Road, North 32 degrees 32 minutes 31 seconds West, a distance of 505.47 feet to the Southernmost corner of a tract of land conveyed to Paul Wegman as recorded in Deed Book 653, Page 1090 of said land records; thence continuing along said Northeastern right-of-way line, North 32 degrees 32 minutes 31 seconds West, a distance of 604.22 feet to the point of beginning.

Containing 12.575 Acres (547,785 square feet), according to survey by Grimes Consulting, Inc., LS-343-D, dated April 2024.

**EXHIBIT C**  
**LEASE AGREEMENT**

[On file in the office of the City Clerk]

MAY 5, 2025

---

**CITY OF ST. CHARLES, MISSOURI,  
As Lessor,**

**AND**

**PORTERHOUSE DEVELOPMENT LLC,  
As Lessee**

---

**LEASE AGREEMENT**

**Dated as of \_\_\_\_\_, 2025**

---

**Relating to:**

**\$72,000,000  
(Aggregate Maximum Principal Amount)  
City of St. Charles, Missouri  
Taxable Industrial Revenue Bonds  
(Southpointe Development Project)  
Series 2025**

---

**Certain rights of the City of St. Charles, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as Trustee under the Trust Indenture dated as of \_\_\_\_\_, 2025, between the City and the Trustee.**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of \_\_\_\_\_ 1, 2025 (this "Lease"), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), as lessor, and **PORTERHOUSE DEVELOPMENT LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the "Developer"), as lessee;

### RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. \_\_\_\_\_ (the "Ordinance") on \_\_\_\_\_, 2025, authorizing the City to (a) acquire a leasehold interest in approximately 12.575 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, together with all improvements now or hereafter located thereon, the "Project Site"), and (b) issue its Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025, in the maximum principal amount of \$72,000,000 (the "Bonds"), for the purpose of constructing on the Project Site a mixed-use development consisting of approximately 230 residential apartments and approximately 12,000 square feet of retail and commercial space (collectively, the "Project Improvements").

3. Pursuant to the Ordinance, the City is authorized to enter into (a) a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, (b) a Base Lease of even date herewith (the "Base Lease") with the Developer for the purpose of acquiring a leasehold interest in the Project Site and (c) this Lease with the Developer for the purpose of leasing the Project Site and the Project Improvements (together, the "Project") back to the Developer for rent sufficient to pay the principal of and interest on the Bonds.

4. In connection with the issuance of the Bonds, the City has agreed to cooperate with the Developer and the contractors for the Project Improvements in acquiring the benefits of sales tax exemption for purchases of materials used to construct the Project Improvements.

5. Pursuant to the foregoing, the City desires to lease the Project to the Developer and the Developer desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

**Section 1.2. Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

**Section 1.3. Date of Lease.** The dating of this Lease as of \_\_\_\_\_, 2025, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry

out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City has acquired a leasehold interest in the Project Site from the Developer pursuant to the Base Lease, subject to Permitted Encumbrances. Upon the Completion Date, the Base Lease and this Lease will terminate, and the City will sell its interest in the Project to the Developer, all in furtherance of the public purposes of the Act.

(c) The purchase, construction and improvement of the Project and the leasing of the Project by the City to the Developer will further the public purposes of the Act.

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Developer or in the transactions contemplated hereby.

(e) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of an Authorized Developer Representative; provided, however, the City's execution of this Lease, the Base Lease and the Indenture shall not be deemed to violate this **Section 2.1(g)**.

(h) The City will not operate the Project as a business or in any other manner except as the lessor thereof; provided, subsequent to an Event of Default hereunder, the City may, but is not obligated to, operate the Project in such manner as the City determines.

**Section 2.2. Representations by the Developer.** The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby and the performance of or compliance with the terms and conditions of this Lease by the Developer will not, to the best of the Developer's knowledge, (i) conflict with or result in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease or other restriction, agreement or instrument to which the Developer is a party or by which it or any

of its property is bound, or the Developer's organizational documents, or any order, rule or regulation applicable to the Developer or any of its property of any court or governmental body, or (ii) constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

(d) The estimated costs of the purchase, construction and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

### ARTICLE III

#### GRANTING PROVISIONS

**Section 3.1. Granting of Leasehold Estate.** The City hereby exclusively rents, leases and lets the Project to the Developer, and the Developer hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

**Section 3.2. Lease Term.** This Lease shall become effective upon its execution and delivery and simultaneously with the initial issuance of the Bonds. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on the Completion Date.

**Section 3.3. Possession and Use of the Project.**

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Developer shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII**, to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Developer, cooperate with the Developer to defend the Developer's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Developer shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act. The Developer shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project. The Developer shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Developer shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Developer to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Developer may, at its own cost and expense, contest or review by legal or other appropriate

procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Developer may refrain from complying therewith.

## ARTICLE IV

### PURCHASE AND CONSTRUCTION OF THE PROJECT

**Section 4.1. Issuance of the Bonds.** To provide funds for the payment of Project Costs, the City agrees that, upon request of the Developer, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

**Section 4.2. Purchase and Construction of the Project.** The City and the Developer agree that the Project will be implemented as follows:

(a) The City will acquire a leasehold interest in the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) the Base Lease will be executed by the City and the Developer and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City.

(b) On behalf of the City, the Developer will purchase, construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site substantially in accordance with the Plans and Specifications. The Developer may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Developer agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for the Developer, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**.

(c) The Developer will comply and cause others to comply with the provisions of Section 107.170 of the Revised Statutes of Missouri ("Section 107.170") to the extent applicable to the construction of the Project.

(d) The Developer may enter into one or more construction contracts to complete the Project. All construction contracts entered into by or on behalf of the Developer shall (i) not allow for recourse against the City by a contractor in connection with the contractor's construction of the applicable portion of the Project and (ii) include an acknowledgment that the contractor may not perfect a mechanic's lien against the City (although such acknowledgment does not preclude the contractor from perfecting a mechanic's lien against the Developer's leasehold interest in the Project).

**Section 4.3. Project Costs.** The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of requisition certificates pursuant to **Section 4.4**. The Developer may not submit any requisition certificates for Project Costs incurred after the Completion Date. The maximum amount of Project Costs for which requisition certificates may be submitted is \$72,000,000.

#### **Section 4.4. Payment for Project Costs.**

(a) The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and to endorse the Bonds, if the Trustee is holding the Bonds, upon receipt by the Trustee of requisition certificates in substantially the form of **Exhibit B**, signed by an Authorized Developer Representative and approved by an Authorized City Representative. The Developer agrees that the information in each requisition certificate will be accurate in all respects when given and that the Developer will notify the City and the Trustee if the Developer becomes aware of any material inaccuracies in a requisition certificate after it is given.

(b) The Trustee may rely conclusively on each such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by an Authorized Developer Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

**Section 4.5. Establishment of Completion Date.** The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by an Authorized Developer Representative stating (a) that the purchase and construction of the Project have been completed in accordance with the Plans and Specifications, (b) the date of completion thereof and (c) that all costs and expenses of the purchase and construction of the Project have been incurred. Notwithstanding the foregoing, (i) such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being and (ii), such certificate shall be deemed given on December 31, 2029 if not actually filed with the City and the Trustee by December 31, 2029, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or other casualty, strike, lockout, civil disorder, war, terrorist threats or acts, restrictive government regulations, actions or orders (including work stoppages or quarantines), lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Developer's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Developer provides written notice to the City and the Trustee, within 30 days after the Developer has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2030.

**Section 4.6. Surplus in Project Fund.** On or promptly after the Completion Date, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed in writing by the Developer solely (a) to the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Developer, to the purchase of Bonds at such earlier date or dates as the Developer may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

**Section 4.7. Non-Project Improvements, Machinery and Equipment Property of the Developer.** Any improvements or items of machinery or equipment that do not constitute a part of the Project Improvements and the entire purchase price of which is paid for by the Developer with its own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of

this Lease in the Project Fund, shall be the property of the Developer and shall not constitute a part of the Project.

## ARTICLE V

### RENT PROVISIONS

**Section 5.1. Basic Rent.** The Developer covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Developer set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Base Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Developer (or any Financing Party) is the sole holder of the Bonds, the Developer, as lessee, may set-off its obligation to the City to pay Basic Rent under this Lease against the City's obligation to the Developer (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any written notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Developer, as lessee, is deemed to have paid its obligation to the City to pay Basic Rent under this Lease and the City is deemed to have paid its obligation to the Developer (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Developer will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if any Person other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Developer shall receive a credit against the Basic Rent payable by the Developer in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

**Section 5.2. Additional Rent.** The Developer shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, the Base Lease or this Lease, including but not limited to (i) claims by contractors or subcontractors, as and when the same becomes due, (ii) any disposition of this Lease pursuant to **Article XIII** and (iii) the review and execution of any Financing Documents;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date), including all fees, charges and expenses of the City and bond counsel, and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all reasonable fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease or the Indenture by the City, the Trustee or the Owners, including counsel fees and expenses;

(d) to the extent the St. Charles County Assessor determines that the Project is not subject to ad valorem taxes in any calendar year the Project Site is leased to the City pursuant to the Base Lease, including, if applicable, the calendar year in which the Base Lease and this Lease are terminated, payments in lieu of taxes ("PILOT Payments"), in an amount equal to 100% of the actual real property taxes that would otherwise be payable on the Project, but for the City's interest therein, to be paid as provided in **Section 5.5**; and

(e) all other payments of whatever nature that the Developer has agreed in writing to pay or assume under the provisions of this Lease or the Indenture.

**Section 5.3. Obligations of Developer Absolute and Unconditional.**

(a) The obligations of the Developer under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as provided in **Section 5.1** and **Section 11.5**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's interest therein or in any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, legal curtailment of the Developer's use thereof, the eviction or constructive eviction of the Developer, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Developer to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, or the right of the Developer to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Developer of any rights or claims the Developer may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Developer shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Developer may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Developer deems reasonably necessary in order to secure or protect its rights of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Developer's expense, to cooperate fully with the Developer and to take all action necessary to effect the substitution of the Developer for the City in any such action or proceeding if the Developer shall so request.

#### **Section 5.4. Prepayment of Basic Rent.**

(a) The Developer may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then-remaining unpaid, the Developer shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Developer may deliver to the Trustee for cancellation Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against amounts payable by the Developer for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

**Section 5.5. PILOT Payments.** The parties intend for there to be no property tax abatement on the Project by virtue of the issuance of the Bonds and the execution of the Base Lease and this Lease. If, nevertheless, the St. Charles County Assessor determines that the Project or any portion thereof is not subject to ad valorem taxes, the City will notify the Developer of any PILOT Payments due hereunder. The Developer covenants and agrees to make such PILOT Payments on or before December 31 of each year during the term of this Lease. Each PILOT Payment shall be payable to the Collector of Revenue of St. Charles County. The Collector of Revenue shall, after deducting its customary fee for collection thereof, divide each PILOT Payment among the affected taxing jurisdictions in proportion to their respective then-current ad valorem tax levies. The amount of any PILOT Payments due in any year, together with any other taxes due with respect to the Project, shall not collectively exceed the amount of ad valorem property taxes that would have been due with respect to the Project had the City not acquired a leasehold interest therein.

## **ARTICLE VI**

### **MAINTENANCE, TAXES AND UTILITIES**

**Section 6.1. Maintenance and Repairs.** Throughout the Lease Term the Developer shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Developer shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance. The Developer shall also comply with **Section 8.5**.

#### **Section 6.2. Taxes, Assessments and Other Governmental Charges.**

(a) Subject to subsection (b) of this Section, the Developer shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Developer therein), or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Developer, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of

the Bonds or encumber the City's interest in the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed that may be paid in installments, the Developer shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Developer may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Developer is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Developer (i) before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Developer in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Developer shall save and hold harmless the City and the Trustee from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Developer to make duplicate tax payments or PILOT Payments. The Developer shall receive a credit against the PILOT Payments to be made by the Developer hereunder to the extent that any ad valorem taxes imposed with respect to the Project are paid pursuant to this Section.

**Section 6.3. Utilities.** All utilities and utility services used by the Developer in, on or about the Project shall be paid by the Developer and shall be contracted by the Developer in the Developer's own name, and the Developer shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

**Section 6.4. Sales Tax Exemption.** The City will provide a project exemption certificate (i.e., a Missouri Department of Revenue Project Exemption Certificate, Form 5060) to the Developer, which may be used by related entities and their respective contractors and subcontractors to purchase and pay for, exempt from sales tax, certain construction materials to be incorporated into or used up in the Project. The Developer agrees to make, and to cause related entities and their respective contractors and subcontractors to make, such purchases in compliance with the provisions of Section 144.062 of the Revised Statutes of Missouri. Such construction materials may only include tangible personal property and materials that can only be used for the Project and that are actually used up or consumed in constructing the Project. Except as provided in the prior sentences, the acquisition and construction of the Project shall not be exempt from any sales taxes imposed by any governmental authority by virtue of the City's leasehold interest therein, and neither the City nor the Developer will request any such exemption. Nothing herein shall limit the Developer's right to any exemption of sales taxes not resulting from the City's leasehold interest in the Project. The Developer has no right to use the project exemption certificate after the Completion Date.

## ARTICLE VII

### INSURANCE

**Section 7.1. Title Commitment or Report.** Concurrently with the execution of this Lease, the Developer will provide, to the City and the Trustee, a commitment for title insurance or such other report

in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site.

**Section 7.2. Casualty Insurance.**

(a) Prior to commencement of construction of the Project Improvements, the Developer shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction throughout the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Developer. The Developer shall deliver certificates of insurance for such policies to the City and the Trustee prior to commencement of construction of the Project Improvements and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Developer, the City and the Trustee as insureds, as their respective interests may appear, shall name the Trustee as co-loss payee and, to the extent such agreement is available from the insurer, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the City, the Developer, the Trustee and each other insured or loss payee named therein. The Trustee's sole duty with respect to the Developer's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss of or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be, subject to the rights of each Financing Party under the Financing Documents (if any), and unless otherwise provided by law, (i) paid over to the Trustee and applied as provided in **Article IX**, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

**Section 7.3. Liability Insurance.**

(a) The Developer shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Developer and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Developer). All such policies of insurance pursuant to this Section, and all renewals thereof, shall, to the extent such agreement is available from the insurer, contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Developer, the City, the Trustee and each other insured named therein. The Developer shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy. The Trustee's sole duty with respect to the Developer's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the

benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

**Section 7.4. Blanket Insurance Policies.** The Developer may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

**Section 7.5. Worker's Compensation.** The Developer agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

**Section 7.6. Sovereign Immunity.** Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

## ARTICLE VIII

### ALTERATION OF THE PROJECT

**Section 8.1. Additions, Modifications and Improvements to the Project.** The Developer may make such additions, modifications and improvements in and to any part of the Project as the Developer from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Developer pursuant to this Section shall (a) be made in a good and workmanlike manner and shall comply in all respects with all laws, orders and ordinances applicable thereto and (b) when commenced, be prosecuted to completion with due diligence. Any such additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the St. Charles County Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Developer shall, in accordance with **Section 5.5**, make PILOT Payments in an amount equal to the taxes that would otherwise be due, but for the City's interest therein, unless otherwise agreed to by the City.

**Section 8.2. Additional Improvements on the Project Site.** Subject to **Section 8.5**, the Developer may, at its sole cost and expense, construct on the Project Site such additional buildings and improvements as the Developer from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Developer, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Developer and may be added to, altered or razed and removed by the Developer at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and shall comply in all respects with all laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Developer covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged

by fire or other casualty. The Developer shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Developer. If for any reason the St. Charles County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Developer shall, in accordance with **Section 5.5**, make PILOT Payments in an amount equal to the taxes that would otherwise be due on such additional buildings and improvements, unless otherwise agreed to by the City.

**Section 8.3. Permits and Authorizations.** The Developer shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and shall comply in all respects with all applicable building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

**Section 8.4. Mechanics' Liens.**

(a) The Developer will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, or any part thereof, except Permitted Encumbrances, and the Developer shall promptly notify the City of the imposition of any such lien of which the Developer is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or services or materials furnished in connection with any work in or about the Project, the Developer shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Developer or anyone claiming by, through or under the Developer upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project, or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of any Financing Documents executed by the Developer in favor and for the benefit of any Financing Party, the Developer may contest any such mechanics' or other similar lien if the Developer (i) within 60 days after the Developer becomes aware of any such lien notifies the City and the Trustee in writing of its intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing the contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Developer may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Developer is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Developer shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. The Developer shall defend and save and hold harmless the City from any loss, cost or expense the City may incur related to any such contest. The Developer shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge or removal of any such lien, charge, encumbrance or claim. The City shall cooperate fully with the Developer in any such contest.

**Section 8.5. Notice of Improvements Subject to Bonding Requirements.** The Developer shall use its best efforts to notify the City in writing of any portion of the Project or any repair, renovation,

modification or improvement thereto that is subject to Section 107.170 or any other law requiring payment or performance bonds for such work prior to beginning construction of the applicable portion of the Project or making such repair, renovation, modification or improvement. The failure to provide the written notification required by this Section will not be deemed to be a material breach of this Lease. However, the Developer agrees and acknowledges that (a) the City and its governing body members, officers, agents and employees shall be fully indemnified by the Developer, as provided in **Section 10.5**, against any claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the Developer's failure to provide the written notice as required by this Section or to secure any payment or performance bonds required by Section 107.170 or other applicable law and (b) the Developer's leasehold interest under this Lease may be subject to mechanics' or other similar liens, which the Developer shall promptly resolve in accordance with **Section 8.4**.

## ARTICLE IX

### DAMAGE, DESTRUCTION AND CONDEMNATION

#### Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or other casualty, whether or not covered by insurance, the Developer, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Developer's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Developer elects to construct any such new buildings and improvements, then for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Developer makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage to or loss of the Project shall be used, unless otherwise provided by law, to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Developer to be held in trust and used as provided herein. Insurance monies in an amount of \$5,000,000 or more shall be (i) paid to the Trustee, deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding. If the Developer makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of the leasehold

mortgagee (if any) and the Financing Parties (if any), except as otherwise provided by law. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Developer shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or other casualty, the provisions of this Lease shall be unaffected and the Developer shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Developer, as though no damage by fire or other casualty has occurred.

(d) The City and the Developer agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Developer agrees to give prompt written notice to the City, the Trustee and each Financing Party of all fires and other casualties occurring in, on, at or about the Project Site causing (in the Developer's opinion) damage of more than \$5,000,000.

(f) If the Developer determines that repairing, restoring, replacing or rebuilding the Project or any part thereof is not practicable or desirable, or if the Developer does not have the right under any Financing Document to use any Net Proceeds for repair or restoration of the Project or any part thereof, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due. The Developer agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Developer is the sole Owner of the Bonds and it has determined that repairing, restoring, replacing or rebuilding the Project or any part thereof is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Developer shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, restored, replaced or rebuilt, nor by reason of the payment of the costs of such repairing, restoring, replacing or rebuilding, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease or of any other obligations of the Developer under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of each Financing Party under the Financing Documents (if any) with respect to such Net Proceeds.

#### **Section 9.2. Condemnation.**

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$5,000,000, the Developer shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee and each Financing Party under the Financing Documents (if any) in writing as to the nature and

extent of such condemnation or loss of title and whether it is practicable and desirable to acquire and construct substitute improvements.

(b) If the Developer determines that such substitution is practicable and desirable, the Developer shall proceed promptly with and complete with reasonable dispatch the acquisition and construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition and construction of other improvements suitable for the Developer's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Developer without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Developer determines that it is not practicable or desirable to acquire and construct substitute improvements, or if the Developer does not have the right under any Financing Document to use any Net Proceeds of condemnation awards received by the Developer, then any Net Proceeds of condemnation awards received by the Developer shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of each Financing Party under the Financing Documents (if any). Alternatively, if the Developer is the sole Owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of any condemnation award and retain such proceeds for its own account.

(d) The Developer shall not, by reason of its inability to use all or any part of the Project during any such period of acquisition and restoration nor by reason of the payment of the costs of such acquisition and restoration, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease or of any other obligations of the Developer under this Lease except as expressly provided in this Section.

(e) The City shall cooperate fully with the Developer in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Developer to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Developer and each Financing Party (if any).

**Section 9.3. Bondowner Approval.** Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed in writing by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under **Section 5.2(d)**.

## ARTICLE X

### SPECIAL COVENANTS

**Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification.** The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Developer's purposes or needs. The Developer releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss of or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Developer's use thereof, unless such loss is the result of the City's or the Trustee's (or their respective employees, consultants or agents') respective negligence or willful misconduct. This provision shall survive termination of this Lease.

**Section 10.2. Surrender of Possession.** Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Developer shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Developer may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Developer, and during said 90-day (or extended) period the Developer shall bear the sole responsibility for and bear the sole risk of loss of said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting a part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer that are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Developer has paid all obligations due and owing under the Indenture (or such obligations have been canceled by the Owners) and this Lease, the City shall convey the Project in accordance with **Section 11.2**.

**Section 10.3. Right of Access to the Project.** The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Developer agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Developer's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Developer's operations, (b) to monitor the acquisition, construction and installation of the Project pursuant to **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Developer's possession pertaining to the acquisition, installation or maintenance of the Project or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Developer's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

**Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.**

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that, at the written request of the Developer, it will execute and deliver and will cause and direct the Trustee, in writing, to execute and deliver any instrument necessary or appropriate to approve, confirm and grant or release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement that constitutes a Permitted Encumbrance, conditioned upon receipt by the City and the Trustee of: (i) a copy of the

instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Developer Representative requesting such instrument, and (iii) a certificate executed by an Authorized Developer Representative stating that (A) such grant or release is not detrimental to the proper conduct of the business of the Developer, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance and (B) the Developer will defend, indemnify and save and hold harmless the City and the Trustee from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of such instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Developer for any such grant or with respect to or under any similar agreement or other arrangement shall be and remain the property of the Developer; but, subject to **Sections 10.4(c)** and **(d)**, upon (1) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Developer or (2) the occurrence and continuance of an Event of Default by the Developer, all rights then existing of the Developer with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Developer may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the loan agreement, note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Developer's leasehold estate at a foreclosure sale or trustee's sale under any Financing Document or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under this Lease are paid and the Bonds are paid or redeemed in full.

(c) The City acknowledges and agrees that the Developer may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Developer may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Developer may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Developer to the City in writing that the Developer has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply with respect to each such Financing Party and any Financing Party existing as of the date of the execution and delivery hereof:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(ii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Developer under this Lease, at the same time as such notice is served upon the Developer. No such notice to the Developer shall be effective unless a copy thereof is thus served upon each such Financing Party;

(iii) each such Financing Party shall have the same period of time that the Developer has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by any such Financing Party as timely performance by the Developer;

(iv) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Developer, subject to the rights of each such Financing Party under this **Section 10.4(d)** as to such other Event of Default. Without limiting the generality of the foregoing, any such Financing Party may cause the sale of the leasehold interest of the Developer to be sold at a foreclosure sale conducted in accordance with applicable law and the terms of its Financing Documents, accept assignment of this Lease in lieu of foreclosure and appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Developer under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured; provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as any such Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure; and further provided that any such Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default;

(vi) each such Financing Party (and its designees, nominees, assignees and transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Developer, without prior notice to and the written consent of each such Financing Party; and

(viii) each such Financing Party may, on behalf of the Developer and without the consent of the Developer, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Developer agrees that the City and the Trustee will have no liability for taking direction from any such Financing Party in connection with a conveyance of the Project back to the Developer pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, and upon the request of the Developer, the City agrees to execute such documents as shall be reasonably requested by a

Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's interest in the Project to any fee deed of trust. The Developer agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Developer's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease shall be subordinate to the Developer's obligations under this Lease.

(g) All deeds of trust and other security agreements secured by the Project shall recognize that PILOT Payments due and owing hereunder, if any, are to be given the same priority as real property taxes in the event of a foreclosure. To evidence such preference, all such deeds of trust or other security agreements must contain the following language (or similar language approved by the City Attorney):

Subordination of [Mortgage] to PILOT Payments. Lender agrees that for so long as the [Property] is subject to the Lease Agreement dated as of \_\_\_\_\_ 1, 2025 between the City of St. Charles, Missouri (the "City"), and Porterhouse Development LLC, the lien of the [Mortgage] shall be subject and inferior to the lien of the City thereto to the extent of any unpaid PILOT Payments (as defined in the aforementioned Lease Agreement), if any. Lender agrees that any proceeds received by Lender as a result of a foreclosure or deed in lieu of foreclosure related to the [Property] shall first be applied to pay any due and owing PILOT Payments.

Before executing any deed of trust or other security agreement secured by the Project, the Developer shall provide the City with a draft of such deed of trust or other security agreement for the sole purpose of ensuring that the language required by this **Section 10.4(g)** is included therein. Any deed of trust or other security agreement secured by the Project that does not contain the required language shall be invalid and unenforceable.

(h) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Developer or any Financing Party not contemplated by this **Section 10.4**, subject to approval by ordinance of the City Council.

**Section 10.5. Indemnification of City and Trustee.** The Developer shall defend, indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, by or on behalf of any Person arising from the issuance of the Bonds and the execution of this Lease (or any instrument requested by the Developer pursuant to **Section 10.4**), the Indenture or any other document entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Developer in the performance of any of its obligations under the Base Lease, this Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Developer or of any of its agents, contractors, servants, employees or licensees, (e) unless the Developer has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Developer, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170; provided, however, the

indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project by employees of the City, or (B) the result of the negligence or willful misconduct of the City or its employees, agents or representatives, or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Developer shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Developer and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Developer. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

**Section 10.6. Depreciation and Other Tax Benefits.** The City and the Developer hereby acknowledge and agree that:

(a) this Lease is intended to be and shall be treated as a "financing lease" for federal income tax purposes;

(b) the Developer shall be treated, solely for federal income tax purposes, as the owner of the Project and, as such, shall be entitled to claim all depreciation, amortization deductions and other tax benefits attributable to the ownership of the Project;

(c) each party shall report and file all federal income tax returns consistent with the intended tax treatment; and

(d) the City will fully cooperate with the Developer in any effort by the Developer to avail itself of any such depreciation, amortization deductions and other tax benefits.

**Section 10.7. Developer to Maintain its Existence.** The Developer agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Developer may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee Person expressly assumes in writing all of the obligations of the Developer contained in this Lease and either (a) has a long-term debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories established by a nationally-recognized rating service, (b) is controlled by, under common control with or controls the Developer or (c) is otherwise approved by the City Council.

**Section 10.8. Security Interests.** The City shall file all initial financing statements as may be required under the Uniform Commercial Code. The City and the Developer hereby authorize the Trustee to file all appropriate continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners of 100% of the Bonds then-Outstanding, the Trustee shall, in accordance with the Indenture, file all continuation instruments the Owners deem necessary to be filed for so long as the Bonds are Outstanding. The City and the Developer shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to renew such continuation statements.

**Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.**

(a) As used in this Section, the following terms have the following meanings:

“Environmental Law” means any now-existing or hereafter enacted or promulgated federal, state, local or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Developer warrants and represents to the City and the Trustee that to the knowledge of the Developer there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Developer will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Developer to any federal, state, local or other agencies or authorities or which are received by the Developer from any federal, state, local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Developer. The Developer will provide to the City for review only, any environmental assessments (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments (“Reports”) concerning the Project; upon the completion of the City’s review of the Assessments and Reports, the City shall immediately return to the Developer all originals and copies of the Assessments and Reports.

(d) The Developer warrants and represents that the Developer has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Developer to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Developer will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Developer will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Developer will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof in any material respect nor cause, suffer, allow or permit anyone else to do so except in compliance with all applicable Environmental Laws.

(f) The Developer agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials and employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances upon the Project Site or respecting any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as the result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise, (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws (A) relating to or affecting the Project, or (B) relating to any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise, (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Developer's obligations under this **Section 10.9(f)** shall not apply (1) to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the negligence or willful misconduct of the City or (2) to the Trustee to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. The City and the Trustee shall reasonably cooperate with the Developer in the defense of any matters included within the foregoing indemnity without any obligation to expend money. The City and the Trustee shall reasonably cooperate with the Developer in defending any such claims, demands, costs, liabilities, damages or expenses. This subsection (f) shall survive any termination of this Lease.

## ARTICLE XI

### OPTION AND OBLIGATION TO PURCHASE THE PROJECT

**Section 11.1. Option to Purchase the Project.** The Developer shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project, at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Developer shall give written notice to the City and to the Trustee and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, provide a certificate of the Developer confirming all real property taxes have been paid with respect to the Project, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Developer shall make arrangements satisfactory to the Trustee for the giving of the required notice of

redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Developer shall be deemed to have exercised its purchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Developer; provided said Remedies Notice has not been rescinded by such date. The Developer may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Developer if it exercises the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's and the Paying Agent's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Developer exercising its option to purchase all or a portion of the Project; plus
- (d) the sum of \$10.00.

**Section 11.2. Conveyance of the Project.** At the closing of the purchase of the Project pursuant to this Article, the City will, upon receipt of the purchase price, deliver to the Developer the following:

- (a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and
- (b) such other documents as may be reasonably necessary to effectuate the conveyance of the Project, including without limitation a termination of the Base Lease and this Lease.

**Section 11.3. Relative Position of Option and Indenture.** The option to purchase the Project granted to the Developer in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Developer is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

**Section 11.4. Obligation to Purchase the Project.** The Developer hereby agrees to purchase, and the City hereby agrees to sell, the Project upon (a) the occurrence of the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture and (b) payment of all real property taxes with respect to the Project. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(d)**. The purchase price shall be paid by the Developer within 90 days of the expiration of the Lease Term.

**Section 11.5. Right to Set-Off.** At its option, to be exercised at least five days before the date of closing on any purchase of the Project, the Developer may deliver to the Trustee for cancellation Bonds

not previously paid, and the Developer shall receive a credit against the purchase price payable by the Developer in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus accrued interest thereon. The Developer may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

## ARTICLE XII

### DEFAULTS AND REMEDIES

**Section 12.1. Events of Default.** If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Developer; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Developer’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Developer written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Developer has commenced such cure within said 60-day period, and (ii) the Developer diligently prosecutes such cure to completion); or

(c) the Developer: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States Bankruptcy Code, as now or in the future amended, or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Developer’s consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the date of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or a substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

**Section 12.2. Remedies on Default.** If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Developer written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Developer's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and (i) the City may convey the Project to the Developer and bring an action against the Developer for the purchase price of the Project under **Section 11.1** or (ii) the City may re-enter and take possession of the Project; provided, however, if the Developer has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project in accordance with **Section 11.2**. The Developer's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

**Section 12.3. Survival of Obligations.** The Developer covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Developer shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon (a) the payment of all Basic Rent and Additional Rent required under **Article V** hereof, (b) the satisfaction and discharge of the Indenture under **Section 1301** thereof, and (c) the Developer's exercise of the purchase option contained in **Section 11.1** hereof, the Developer's obligations under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

**Section 12.4. Performance of the Developer's Obligations by the City.** Upon an Event of Default and the continuance of such failure on the Developer's part for 60 days after written notice of such failure is given to the Developer by the City or the Trustee, and without waiving or releasing the Developer from any obligation hereunder, as an additional but not exclusive remedy, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligation shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Developer, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Developer in the payment of Basic Rent.

**Section 12.5. Rights and Remedies Cumulative.** The rights and remedies reserved by the City and the Developer hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. To the extent provided by Missouri law, the City and the Developer shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Developer's option to purchase the Project as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)** above. The parties agree that no provision of this Lease shall be construed to allow the City to require the Developer to acquire, construct or install the Project.

**Section 12.6. Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Developer of any covenant, agreement or undertaking, the City may nevertheless accept from the Developer any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Developer which were in existence at the time such payment or payments were accepted by the City.

**Section 12.7. Trustee's Exercise of the City's Remedies.** Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

## ARTICLE XIII

### ASSIGNMENT AND SUBLEASE

**Section 13.1. Assignment; Sublease.**

- (a) The Developer may sublease, assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act.
- (b) With respect to any assignment, the Developer shall comply with the following conditions:
  - (i) the Developer shall notify the City and the Trustee of the assignment in writing;
  - (ii) the Developer shall provide evidence of payment of all amounts then-due under this Lease;
  - (iii) such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;
  - (iv) such assignment shall include the entire then unexpired term of this Lease; and
  - (v) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Developer to be performed and observed.
- (c) Any assignee of all the rights of the Developer shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Developer and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds, the Developer shall be released from and have no further obligations under this Lease or any other document related to the issuance of the Bonds.

**Section 13.2. Assignment of Revenues by City.** The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Developer hereby consents to such pledge and assignment.

**Section 13.3. Prohibition Against Leasehold Mortgage of Project.** The City shall not mortgage its leasehold interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

**Section 13.4. Restrictions on Sale or Encumbrance of Project by City.** During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

#### ARTICLE XIV

##### AMENDMENTS, CHANGES AND MODIFICATIONS

**Section 14.1. Amendments, Changes and Modifications.** Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated, except for terminations of this Lease expressly authorized herein, without the prior written consent of (a) the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, (b) all of the Owners and (c) each Financing Party.

#### ARTICLE XV

##### MISCELLANEOUS PROVISIONS

**Section 15.1. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when delivered personally or transmitted electronically (and receipt confirmed by telephone or electronic read receipt), addressed as follows:

(i) To the City:

City of St. Charles, Missouri  
200 North Second Street  
St. Charles, Missouri 63301  
Attn: Mayor  
E-mail: [dan.borgmeyer@stcharlescitymo.gov](mailto:dan.borgmeyer@stcharlescitymo.gov)

with copies to:

City Attorney  
200 North Second Street  
St. Charles, Missouri 63301  
E-mail: [holly.magdziarz@stcharlescitymo.gov](mailto:holly.magdziarz@stcharlescitymo.gov)

and:

Director of Administration  
200 North Second Street  
St. Charles, Missouri 63301  
E-mail: [lawrence.dobrosky@stcharlescitymo.gov](mailto:lawrence.dobrosky@stcharlescitymo.gov)

(ii) To the Trustee:

UMB Bank, N.A.  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
Attn: Corporate Trust Department  
E-mail: [kristina.tibbits@umb.com](mailto:kristina.tibbits@umb.com)

(iii) To the Developer:

Porterhouse Development LLC  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Casey Urkevich  
E-mail: [curkevich@aegfunds.com](mailto:curkevich@aegfunds.com)

and:

Schott & Hamilton, LLC  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Stephen M. Schott, Esq.  
E-mail: [stephen@schotthamilton.com](mailto:stephen@schotthamilton.com)

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Developer to the other shall also be given to the Trustee and each Financing Party requesting such notice. The City, the Developer and the Trustee may from time to time designate, by notice given

hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

**Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals.** Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approval by the City.

**Section 15.3. Net Lease.** The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Developer shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if, after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full, the Trustee or the City holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the Developer under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Developer.

**Section 15.4. Limitation on Liability of City.** No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

**Section 15.5. Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 15.6. Binding Effect; Third-Party Beneficiary.** This Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns. Each Financing Party shall be a third-party beneficiary of any provisions contained herein granting rights to a Financing Party.

**Section 15.7. Severability.** If for any reason any provision of this Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 15.8. Execution in Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 15.9. Electronic Transaction.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15.10. City Consents and Approvals.** Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture or this Lease as may be requested by the Developer during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the economic incentives provided herein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

**Section 15.11. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: Casey Urkevich  
Title: Manager

## EXHIBIT A

### PROJECT SITE

A tract of land situated in Unincorporated St. Charles County, Missouri, lying in part of U.S. Survey 1198, Township 46 North, Range 4 East, being part of a tract of land conveyed to Steven M. Franz and Michelle Y. Franz, Trustees of the Franz Family Trust dated July 23, 2002 as to an undivided 1/5 interest, as recorded in Deed Book 3567, Page 349 of the land records of said St. Charles County, also being part of a tract of land conveyed to Kenneth J. Montgomery and Gloria Mahady, Trustees of the Kenneth J. Montgomery Family Living Trust dated November 18, 2016, as recorded in Deed Book 6659, Page 397 of said land records, also being part of a tract of land conveyed to Monty's Property LLC, a Missouri limited liability company, as recorded in Deed Book 6961, Page 445 of said land records, also being part of a tract of land conveyed to Margery Ann Mahady and Victoria McKinney, as recorded in Document No. 2022R-065606 of said land records, also being part of a tract of land conveyed to Yvonne M. Shangraw, Robin James Shangraw, Jeannine Marie Hinchley, Christopher John Shangraw, and Paul Maurice Shangraw, as recorded in Deed Book 4265, Page 830 of said land records, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman, as recorded in Deed Book 653, Page 1090 of the land records of said St. Charles County, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman Family Trust, as recorded in Deed Book 5147, Page 39 of said land records, and being more particularly described as follows:

Beginning at the intersection of the Northeastern right-of-way line of Hemsath Road and the Southwestern right-of-way line of Arena Parkway, also being known as South River Road, variable width; thence along said Southern right-of-way line of Arena Parkway the following courses and distances: 32.49 feet along the arc of a curve to the right, having a radius of 39.17 feet, through a central angle of 47 degrees 31 minutes 29 seconds, with a chord that bears North 09 degrees 22 minutes 05 seconds West, a distance of 31.57 feet; 161.73 feet along the arc of a curve to the right, having a radius of 441.22 feet, through a central angle of 21 degrees 00 minutes 07 seconds, with a chord that bears North 65 degrees 23 minutes 28 seconds East, a distance of 160.83 feet; 224.77 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 28 degrees 24 minutes 53 seconds, with a chord that bears North 87 degrees 16 minutes 43 seconds East, a distance of 222.47 feet; 331.51 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 41 degrees 54 minutes 34 seconds, with a chord that bears South 54 degrees 23 minutes 22 seconds East, a distance of 324.17 feet; South 33 degrees 26 minutes 06 seconds East, a distance of 152.24 feet; 30.49 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 02 degrees 49 minutes 38 seconds, with a chord that bears South 34 degrees 50 minutes 55 seconds East, a distance of 30.49 feet; 18.43 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 01 degrees 42 minutes 33 seconds, with a chord that bears South 37 degrees 07 minutes 00 seconds East, a distance of 18.43 feet to the Northeast corner of a tract of land conveyed to Edward C. Keen, ETAL, as recorded in Deed Book 131, Page 418 of said land records; 216.94 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 020 degrees 06 minutes 52 seconds, with a chord that bears South 46 degrees 36 minutes 23 seconds East, a distance of 215.83 feet; South 56 degrees 45 minutes 37 seconds East, a distance of 305.94 feet to the intersection of said Southwestern right-of-way line of Arena Parkway, variable width, and the Northwest right-of-way line of Mulberry Lane, 40 feet wide, as shown on Timber Crest Subdivision No. 1, a subdivision recorded in Plat Book 6, Page 37 of said land records; thence along said Northwest right-of-way line of Mulberry Lane, South 56 degrees 07 minutes 25 seconds West, a distance of 668.56 feet to said Northeastern right-of-way line of Hemsath Road; thence leaving said Northwest right-of-way line of Mulberry Lane and along said Northeastern right-of-way line of Hemsath Road, North 32 degrees 32 minutes 31 seconds West, a distance of 505.47 feet to the Southernmost corner of a tract of land conveyed to Paul Wegman as recorded in Deed Book 653, Page 1090 of said land records; thence continuing along said Northeastern right-of-way line, North 32 degrees 32 minutes 31 seconds West, a distance of 604.22 feet to the point of beginning.

Containing 12.575 Acres (547,785 square feet), according to survey by Grimes Consulting, Inc., LS-343-D, dated April 2024.

**EXHIBIT B**

**FORM OF REQUISITION CERTIFICATE**

Requisition No. \_\_\_\_\_  
Date: \_\_\_\_\_

**REQUISITION CERTIFICATE**

**TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF \_\_\_\_\_ 1, 2025, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE TRUSTEE, AND A LEASE AGREEMENT DATED AS OF \_\_\_\_\_ 1, 2025, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND PORTERHOUSE DEVELOPMENT LLC**

The undersigned Authorized Developer Representative hereby states and certifies that:

1. A total of \$\_\_\_\_\_ is requested to pay for Project Costs. The total amount of this requisition and all prior requisitions is as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1**.

3. Each of the items for which payment is requested is or was desirable and appropriate in connection with the purchase and construction of the Project, has been properly incurred and is a proper charge against the Project Fund, has been paid by the Developer or is justly due to the Persons whose names and addresses are stated on **Schedule 1**, and has not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the Developer (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate and (ii) agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with such wire instructions.

6. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Authorized Developer Representative

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Authorized City Representative

**SCHEDULE 1 TO REQUISITION CERTIFICATE**

**PROJECT COSTS**

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
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**EXHIBIT D**

**TRUST INDENTURE**

[On file in the office of the City Clerk]

MAY 5, 2025

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**CITY OF ST. CHARLES, MISSOURI,**

**AND**

**UMB BANK, N.A.,  
as Trustee**

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**TRUST INDENTURE**

**Dated as of \_\_\_\_\_, 2025**

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**Relating to:**

**\$72,000,000  
(Aggregate Maximum Principal Amount)  
City of St. Charles, Missouri  
Taxable Industrial Revenue Bonds  
(Southpointe Development Project)  
Series 2025**

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**TRUST INDENTURE**

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## TRUST INDENTURE

**THIS TRUST INDENTURE**, dated as of \_\_\_\_\_, 2025 (this “Indenture”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the “Trustee”);

### RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing, multifamily and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. \_\_\_\_\_ (the “Ordinance”) on \_\_\_\_\_, 2025, authorizing the City to (a) acquire from Porterhouse Development LLC, a Missouri limited liability company (the “Developer”), a leasehold interest in approximately 12.575 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, together with all improvements now or hereafter located thereon, the “Project Site”), and (b) issue its Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025, in the maximum principal amount of \$72,000,000 (the “Bonds”), for the purpose of constructing on the Project Site a mixed-use development consisting of approximately 230 residential apartments and approximately 12,000 square feet of retail and commercial space (collectively, the “Project Improvements”).

3. Pursuant to the Ordinance, the City is authorized to enter into (a) this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) a Base Lease of even date herewith (the “Base Lease”) with the Developer for the purpose of acquiring a leasehold interest in the Project Site and (c) a Lease Agreement of even date herewith (the “Lease”) with the Developer for the purpose of leasing the Project Site and the Project Improvements (together, the “Project”) back to the Developer for rent sufficient to pay the principal of and interest on the Bonds.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

**NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Base Lease and the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Developer under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

**IN TRUST NEVERTHELESS**, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

**PROVIDED, HOWEVER**, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under,

upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

**“Act”** means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

**“Additional Rent”** means the additional rental described in **Section 5.2** of the Lease.

**“Approved Investor”** means (a) the Developer, (b) a Financing Party, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, as amended, or (d) any Person approved by the City Council.

**“Authorized City Representative”** means the Mayor, the Director of Administration or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

**“Authorized Developer Representative”** means the Person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Developer by an authorized officer of the Developer. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Developer Representative.

**“Base Lease”** means the Base Lease dated as of \_\_\_\_\_, 2025, between the Developer and the City, as from time to time amended and supplemented.

**“Basic Rent”** means the rental described in **Section 5.1** of the Lease.

**“Bond”** or **“Bonds”** means the Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025, in the maximum aggregate principal amount of \$72,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

**“Bond Fund”** means the “City of St. Charles, Missouri, Series 2025 Bond Fund -- Southpointe Development Project” created in **Section 501**.

**“Bond Purchase Agreement”** means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

**“Business Day”** means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

**“City”** means the City of St. Charles, Missouri, a constitutional home rule charter city organized and existing under the laws of the State.

**“Closing Date”** means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

**“Closing Price”** means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs paid by the Developer from its own funds on or before the Closing Date, and, at the Developer’s option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds.

**“Completion Date”** means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** hereof, which shall be deemed executed and filed on December 31, 2029 if not actually filed with the City by such date, except as otherwise provided in **Section 4.5** of the Lease.

**“Cumulative Outstanding Principal Amount”** means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, which shall not exceed \$72,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

**“Developer”** means Porterhouse Development LLC, a Missouri limited liability company, and its successors or assigns.

**“Event of Default”** means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

**“Financing Document”** means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document related to the Project and executed by or on behalf of, or for the benefit of, a Financing Party.

**“Financing Party”** means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letter of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the acquisition, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

**“Full Insurable Value”** means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundations and parking lots as determined at the expense of the Developer from time to time.

**“Government Securities”** means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

**“Indenture”** means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

**“Investment Securities”** means any investment approved in writing by an Authorized Developer Representative and the Owners of all of the Outstanding Bonds.

**“Lease”** means the Lease Agreement dated as of \_\_\_\_\_, 2025, between the City, as lessor, and the Developer, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

**“Lease Term”** means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

**“Leasehold Mortgage”** means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

**“Net Proceeds”** means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, the Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

**“Outstanding”** means, when used in reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds subsequently canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

**“Owner”** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

**“Paying Agent”** means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

**“Payment Date”** means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

**“Permitted Encumbrances”** means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, (b) this Indenture, the Base Lease and the Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially

impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Leasehold Mortgage or any other Financing Document, and (f) such exceptions to title set forth in the [\*ALTA Commitment for Title Insurance, Commitment/File No. \_\_\_\_\_, issued by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\*].

**“Person”** means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

**“Plans and Specifications”** means the plans and specifications prepared for and showing the Project, as amended by the Developer from time to time, the same being on file at the principal office of the Developer, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day’s prior notice by the City, the Trustee and their duly appointed representatives.

**“Principal Amount Advanced”** means the amount set forth in each requisition certificate submitted to the Trustee in accordance with **Section 4.4** of the Lease and reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

**“Project”** means, collectively, the Project Site and the Project Improvements as they may at any time exist.

**“Project Costs”** means all costs of purchasing and constructing the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project Improvements on the Project Site;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary for the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the construction period in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Developer or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

**“Project Fund”** means the “City of St. Charles, Missouri, Series 2025 Project Fund -- Southpointe Development Project” created in **Section 501**.

**“Project Improvements”** means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds, and all additions, alterations, modifications and improvements thereto made pursuant to the Lease.

**“Project Site”** means all of the real estate described in **Exhibit A**, together with all improvements now or hereafter located thereon.

**“Purchaser”** means the Person identified in the Bond Purchase Agreement as the purchaser of the Bonds.

**“State”** means the State of Missouri.

**“Supplemental Indenture”** means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

**“Supplemental Lease”** means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses of this Indenture.

**“Trustee”** means UMB Bank, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, in its capacity as trustee hereunder, and its successor or successors and any other Person which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

**“Unassigned Rights”** means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

## **Section 102. Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

**Section 103. Date of Indenture.** The dating of this Indenture as of \_\_\_\_\_, 2025, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

## ARTICLE II

### THE BONDS

**Section 201. Title and Amount of Bonds.** No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$72,000,000.

**Section 202. Nature of Obligation.** The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

**Section 203. Denomination, Number and Dating of the Bonds.**

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit B**, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

**Section 204. Method and Place of Payment of Bonds.**

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of the Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the 15th day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Developer (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payment of principal of such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Developer or any Financing Party is the sole Owner of the Bonds, then the Developer, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligation to the Developer (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any written notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Developer, as lessee under the Lease, is deemed to have paid its obligation to the City to pay Basic Rent under the Lease and the City is deemed to have paid its obligation to the Developer (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Developer may deliver the Bonds to the Trustee for cancellation, and the Developer shall receive a credit against the Basic Rent payable by the Developer under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation, plus accrued interest thereon.

**Section 205. Execution and Authentication of Bonds.**

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form thereof set forth in **Exhibit B**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

**Section 206. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit C**. The Trustee has no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bonds, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

**Section 207. Persons Deemed Owners of Bonds.** As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 208. Authorization of the Bonds.**

(a) The Bonds are authorized in the aggregate maximum principal amount of \$72,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on the Completion Date (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit B** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

- (1) a copy of the Ordinance;
- (2) executed counterparts of this Indenture, the Base Lease, the Lease and the Bond Purchase Agreement;
- (3) a representation letter from the Purchaser in substantially the form attached as **Exhibit C**;
- (4) a request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and
- (5) such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) the Developer shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Developer (or another purchaser designated by the Developer).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Developer may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificates, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificates, and if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the requisition certificates. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than the Completion Date. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as the "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to requisition certificates, the Trustee's records of such advances shall be based solely on the requisition certificates provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds (if the Trustee is holding the Bonds) the principal amount paid on the Bonds as the "Principal Amount Redeemed" and shall enter the then-Outstanding principal amount of the Bonds as the "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit B**. To the extent the Developer, as lessee under the Lease, sets off its obligation to the City against the City's obligation to the Developer, as bondholder, as permitted by **Section 204(e)**, the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts

and disbursements with respect thereto to the City and the Developer on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 4.5** of the Lease, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Developer.

**Section 209. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 210. Cancellation and Destruction of Bonds Upon Payment.**

(a) All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed and shall file executed counterparts of such certificate with the City and the Developer.

**ARTICLE III**

**REDEMPTION OF BONDS**

**Section 301. Redemption of Bonds.**

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of

substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Developer may deliver to the Trustee for cancellation any Bonds owned by the Developer or any Financing Party and not previously paid, and the Developer shall receive a credit against the amounts payable by the Developer for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

**Section 302. Effect of Call for Redemption.** Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Developer's direction, deliver to the Developer the items described in **Section 11.2** of the Lease.

**Section 303. Notice of Redemption.** If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

## ARTICLE IV

### FORM OF BONDS

**Section 401. Form Generally.** The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit B**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

## ARTICLE V

### CUSTODY AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Funds.** There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of St. Charles, Missouri, Series 2025 Project Fund -- Southpointe Development Project" (herein called the "Project Fund").

(b) "City of St. Charles, Missouri, Series 2025 Bond Fund -- Southpointe Development Project" (herein called the "Bond Fund").

**Section 502. Deposits into the Project Fund.** The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments (as defined in the Bond Purchase Agreement), when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall, pursuant to any written directions from the Person depositing such moneys, also be deposited into the Project Fund.

#### **Section 503. Disbursements from the Project Fund.**

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Developer (or any other Person that has made payment on behalf of the Developer) for payment of, Project Costs upon receipt of requisition certificates signed by the Developer and approved by the City in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)** or **(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in a requisition certificate submitted by the Developer, the Trustee shall, upon endorsement of the Bonds in an equal amount, be deemed to have disbursed such funds from the Project Fund to the Developer (or such other purchaser designated by the Developer) in satisfaction of such requisition certificate.

(c) In paying any requisition certificate under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by an Authorized Developer Representative and approved by an Authorized City Representative without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialman's lien releases or otherwise supervise the Project. The approval of each requisition certificate by an Authorized Developer Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

**Section 504. Completion of the Project.** The completion of the purchase and construction of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the

Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date, any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

**Section 505. Disposition Upon Acceleration.** If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and the Developer of such action.

## ARTICLE VI

### REVENUES AND FUNDS

#### **Section 601. Deposits into the Bond Fund.**

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Developer to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Developer specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** upon completion of the Project or pursuant to **Section 505** upon acceleration of the Bonds; (5) subject to the terms and conditions of any Financing Documents with respect to the use thereof, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from the investment of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Developer in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Developer pursuant to such Section.

#### **Section 602. Application of Moneys in the Bond Fund.**

(a) Except as provided in **Section 604** and **Section 908** hereof and **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Developer is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Developer, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Developer. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Developer is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of (1) the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), (2) the fees, charges and expenses of the Trustee, the City and the Paying Agent and (3) any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Developer upon the expiration or sooner termination of the Lease.

**Section 603. Payments Due on Days Other than Business Days.** In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

**Section 604. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Developer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Developer, and the Owner thereof may look only to the Developer for payment, and then only to the extent of the amount so repaid, and the Developer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## ARTICLE VII

### SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

**Section 701. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or the Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust

Estate and be subject to the lien hereof. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except as may be agreed upon in writing.

**Section 702. Investment of Moneys in Project Fund and Bond Fund.** Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Developer, signed by an Authorized Developer Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Developer fails to provide written directions concerning the investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall hold such amounts uninvested in cash. The Trustee may conclusively rely upon the Authorized Developer Representative's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

**Section 703. Record Keeping.** The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** while any of the Bonds are Outstanding.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

**Section 801. Payment of Principal and Interest.** The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

**Section 802. Authority to Execute Indenture and Issue Bonds.** The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to lease the Project, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth;

that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

**Section 803. Performance of Covenants.** The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

**Section 804. Instruments of Further Assurance.** The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts and such Supplemental Indentures, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Developer for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or its rights under the Lease.

**Section 805. Recordings and Filings.** The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases, the Base Lease and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any continuation statement or modification thereto pursuant to this Section, and (b) filing any continuation statement in the same filing office as the initial filing was made. The Developer shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

**Section 806. Inspection of Project Books.** The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

**Section 807. Enforcement of Rights Under the Lease.** The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Developer under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 901. Events of Default; Notice; Opportunity to Cure.** If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or a recognized overnight delivery service to the Developer and any Financing Party, and the Developer and any Financing Party have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Developer or any Financing Party within such period and diligently pursued until the default is corrected. Nothing herein shall constitute an obligation on any Financing Party to cure defaults hereunder.

**Section 902. Acceleration of Maturity in Event of Default.**

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, each Financing Party and the Developer, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the written approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Developer and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such

rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

**Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.** If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for the account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof, pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, and (d) all expenses of such repairs and improvements. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Developer a summarized statement of receipts and expenditures in connection therewith.

**Section 904. Appointment of Receivers in Event of Default.** If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 905. Exercise of Remedies by the Trustee.**

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Developer as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as

Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

**Section 906. Limitation on Exercise of Remedies by Owners.** No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(i)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

**Section 907. Right of Owners to Direct Proceedings.**

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(i)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

**Section 908. Application of Moneys in Event of Default.**

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and to the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease. Any remaining moneys shall be deposited in the Bond Fund, and all moneys in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Developer as provided in **Section 602**.

**Section 909. Remedies Cumulative.** No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right,

power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 910. Waivers of Events of Default.** The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding, provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

## ARTICLE X

### THE TRUSTEE

**Section 1001. Acceptance of the Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers

hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Developer, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Developer of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Developer under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. The Trustee may rely conclusively on any such document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or an Authorized Developer Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Developer's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the Developer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Developer as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to, the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) No provision of this Indenture or any other agreement executed in connection herewith shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(o) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent by the City or the Developer, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Developer, respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Developer, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Developer, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

(p) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, or loss or malfunctions of, or interruptions to, utilities, communications or computer (software and hardware) services unless caused by the Trustee's negligence or willful misconduct; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(q) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

**Section 1002. Fees, Charges and Expenses of the Trustee.** The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Developer has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Developer for the payment of all reasonable fees, charges and expenses of the Trustee and the Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's rights to compensation and

indemnification shall survive its resignation or removal hereunder or the satisfaction and discharge of this Indenture and payment in full of the Bonds.

**Section 1003. Notice to Owners if Default Occurs.** If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

**Section 1004. Intervention by the Trustee.** In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(i)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

**Section 1005. Successor Trustee Upon Merger, Consolidation or Sale.** With the prior written consent of the Developer, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

**Section 1006. Resignation of Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Developer and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may, at the Developer's expense, petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such resignation.

**Section 1007. Removal of Trustee.** The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Developer and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Developer. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such removal.

**Section 1008. Appointment of Successor Trustee.** If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Developer (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Developer may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of any vacancy, the City, by an instrument

executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trusts with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Developer's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

**Section 1009. Vesting of Trusts in Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Developer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City and upon payment of its outstanding fees and expenses, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

**Section 1010. Right of Trustee to Pay Taxes and Other Charges.** If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental or other charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

**Section 1011. Trust Estate May be Vested in Co-Trustee.**

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be

necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Developer), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

**Section 1012. Accounting.** The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Developer and any Owner requesting the same and, upon the request of the City, the Developer or any Owner, at such Owner's expense, a monthly accounting to such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

**Section 1013. Performance of Duties Under the Lease.** The Trustee hereby accepts and agrees to perform the duties and obligations expressly assigned to it under the Lease.

## ARTICLE XI

### SUPPLEMENTAL INDENTURES

**Section 1101. Supplemental Indentures Not Requiring Consent of Owners.** The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform this Indenture to amendments to the Lease made by the City and the Developer; or

(e) To subject to this Indenture additional revenues, properties or collateral.

**Section 1102. Supplemental Indentures Requiring Consent of Owners.**

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

**Section 1103. Developer's Consent to Supplemental Indentures.** Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Developer has consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Developer's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Developer and each Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

**Section 1104. Opinion of Counsel.** In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

## ARTICLE XII

### SUPPLEMENTAL LEASES

**Section 1201. Supplemental Leases Not Requiring Consent of Owners.** The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Developer as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel).

**Section 1202. Supplemental Leases Requiring Consent of Owners.** Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Developer without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Developer shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the City or the Developer from executing the same or from taking any action pursuant to the provisions thereof.

**Section 1203. Opinion of Counsel.** In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

## ARTICLE XIII

### SATISFACTION AND DISCHARGE OF INDENTURE

#### Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Developer execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Developer under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

#### Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for

the payment of the particular Bonds, with respect to which such moneys or Government Securities have been so set aside in trust.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

#### **Section 1401. Consents and Other Instruments by Owners.**

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Developer shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Developer is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Developer or any affiliate thereof.

**Section 1402. Limitation of Rights Under this Indenture.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, the Financing Parties, if any, and the Owners any right, remedy or claim under or in respect of this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Financing Parties, if any, and the Owners, as herein provided.

**Section 1403. Rights of Financing Parties.** The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Developer may collaterally assign its interest in the Bonds to any Financing Party for the purpose of securing the Developer's obligations to such Financing Party in connection with the financing or refinancing of the Project. In the event of a collateral assignment made by the Developer, the City and the Trustee agree, at the expense of the Developer, to execute such consents, estoppels and other documents related thereto as the Financing Party may reasonably request and

in such form with such terms as the City and the Trustee deem appropriate; provided the Trustee has received indemnification from the Financing Party and the Developer as provided in **Section 1001(I)**, and provided further the Trustee shall be entitled to engage the advice of counsel, at the expense of the Developer, in executing any such document, shall have no obligation to execute any such document that affects the Trustee's rights, duties or immunities under this Indenture or otherwise, and any obligations of the Trustee under any such document shall be in compliance with the regulatory requirements applicable to the Trustee.

**Section 1404. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Developer or the Owners if the same is delivered personally or transmitted electronically (and receipt confirmed by telephone or electronic read receipt), addressed as follows:

(a) To the City:

City of St. Charles, Missouri  
200 North Second Street  
St. Charles, Missouri 63301  
Attn: Mayor  
E-mail: [dan.borgmeyer@stcharlescitymo.gov](mailto:dan.borgmeyer@stcharlescitymo.gov)

with copies to:

City Attorney  
200 North Second Street  
St. Charles, Missouri 63301  
E-mail: [holly.magdiarz@stcharlescitymo.gov](mailto:holly.magdiarz@stcharlescitymo.gov)

and:

Director of Administration  
200 North Second Street  
St. Charles, Missouri 63301  
E-mail: [lawrence.dobrosky@stcharlescitymo.gov](mailto:lawrence.dobrosky@stcharlescitymo.gov)

(b) To the Trustee:

UMB Bank, N.A.  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
Attn: Corporate Trust Department  
E-mail: [kristina.tibbits@umb.com](mailto:kristina.tibbits@umb.com)

(c) To the Developer:

Porterhouse Development LLC  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Casey Urkevich  
E-mail: [curkevich@aegfunds.com](mailto:curkevich@aegfunds.com)

with a copy to:

Schott & Hamilton, LLC  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Stephen M. Schott, Esq.  
E-mail: [stephen@schotthamilton.com](mailto:stephen@schotthamilton.com)

(d) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee. All such notices given by mail shall be deemed fully given as of the date they are so mailed.

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Developer. The City, the Developer and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

**Section 1405. Severability.** If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

**Section 1406. Execution in Counterparts.** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1407. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1408. Electronic Transaction.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent in the form of a manually signed document by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods. If the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The Developer agrees to assume all risk arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

**Section 1409. City Consent and Approvals.** Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Developer, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Developer) as may be required to carry out and comply with the intent of the Ordinance, this Indenture, the Base Lease and the Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture or the Lease as may be requested by the Developer during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the economic incentives provided therein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

**Section 1409. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and will not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the City of St. Charles, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk

[Trust Indenture]

**UMB BANK, N.A., as Trustee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Trust Indenture]

## EXHIBIT A

### PROJECT SITE

A tract of land situated in Unincorporated St. Charles County, Missouri, lying in part of U.S. Survey 1198, Township 46 North, Range 4 East, being part of a tract of land conveyed to Steven M. Franz and Michelle Y. Franz, Trustees of the Franz Family Trust dated July 23, 2002 as to an undivided 1/5 interest, as recorded in Deed Book 3567, Page 349 of the land records of said St. Charles County, also being part of a tract of land conveyed to Kenneth J. Montgomery and Gloria Mahady, Trustees of the Kenneth J. Montgomery Family Living Trust dated November 18, 2016, as recorded in Deed Book 6659, Page 397 of said land records, also being part of a tract of land conveyed to Monty's Property LLC, a Missouri limited liability company, as recorded in Deed Book 6961, Page 445 of said land records, also being part of a tract of land conveyed to Margery Ann Mahady and Victoria McKinney, as recorded in Document No. 2022R-065606 of said land records, also being part of a tract of land conveyed to Yvonne M. Shangraw, Robin James Shangraw, Jeannine Marie Hinchley, Christopher John Shangraw, and Paul Maurice Shangraw, as recorded in Deed Book 4265, Page 830 of said land records, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman, as recorded in Deed Book 653, Page 1090 of the land records of said St. Charles County, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman Family Trust, as recorded in Deed Book 5147, Page 39 of said land records, and being more particularly described as follows:

Beginning at the intersection of the Northeastern right-of-way line of Hemsath Road and the Southwestern right-of-way line of Arena Parkway, also being known as South River Road, variable width; thence along said Southern right-of-way line of Arena Parkway the following courses and distances: 32.49 feet along the arc of a curve to the right, having a radius of 39.17 feet, through a central angle of 47 degrees 31 minutes 29 seconds, with a chord that bears North 09 degrees 22 minutes 05 seconds West, a distance of 31.57 feet; 161.73 feet along the arc of a curve to the right, having a radius of 441.22 feet, through a central angle of 21 degrees 00 minutes 07 seconds, with a chord that bears North 65 degrees 23 minutes 28 seconds East, a distance of 160.83 feet; 224.77 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 28 degrees 24 minutes 53 seconds, with a chord that bears North 87 degrees 16 minutes 43 seconds East, a distance of 222.47 feet; 331.51 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 41 degrees 54 minutes 34 seconds, with a chord that bears South 54 degrees 23 minutes 22 seconds East, a distance of 324.17 feet; South 33 degrees 26 minutes 06 seconds East, a distance of 152.24 feet; 30.49 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 02 degrees 49 minutes 38 seconds, with a chord that bears South 34 degrees 50 minutes 55 seconds East, a distance of 30.49 feet; 18.43 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 01 degrees 42 minutes 33 seconds, with a chord that bears South 37 degrees 07 minutes 00 seconds East, a distance of 18.43 feet to the Northeast corner of a tract of land conveyed to Edward C. Keen, ETAL, as recorded in Deed Book 131, Page 418 of said land records; 216.94 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 020 degrees 06 minutes 52 seconds, with a chord that bears South 46 degrees 36 minutes 23 seconds East, a distance of 215.83 feet; South 56 degrees 45 minutes 37 seconds East, a distance of 305.94 feet to the intersection of said Southwestern right-of-way line of Arena Parkway, variable width, and the Northwest right-of-way line of Mulberry Lane, 40 feet wide, as shown on Timber Crest Subdivision No. 1, a subdivision recorded in Plat Book 6, Page 37 of said land records; thence along said Northwest right-of-way line of Mulberry Lane, South 56 degrees 07 minutes 25 seconds West, a distance of 668.56 feet to said Northeastern right-of-way line of Hemsath Road; thence leaving said Northwest right-of-way line of Mulberry Lane and along said Northeastern right-of-way line of Hemsath Road, North 32 degrees 32 minutes 31 seconds West, a distance of 505.47 feet to the Southernmost corner of a tract of land conveyed to Paul Wegman as recorded in Deed Book 653, Page 1090 of said land records; thence continuing along said Northeastern right-of-way line, North 32 degrees 32 minutes 31 seconds West, a distance of 604.22 feet to the point of beginning.

Containing 12.575 Acres (547,785 square feet), according to survey by Grimes Consulting, Inc., LS-343-D, dated April 2024.

**EXHIBIT B**  
**FORM OF BONDS**

*THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR  
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN-DESCRIBED INDENTURE.*

No. 1

Not to Exceed  
\$72,000,000

**UNITED STATES OF AMERICA**  
**STATE OF MISSOURI**  
  
**CITY OF ST. CHARLES, MISSOURI**  
**TAXABLE INDUSTRIAL REVENUE BOND**  
**(SOUTHPOINTE DEVELOPMENT PROJECT)**  
**SERIES 2025**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
5.0%	Completion Date <sup>1</sup>	_____, 2025
<b>OWNER:</b>	_____	
<b>MAXIMUM PRINCIPAL AMOUNT:</b>	<b>SIXTY-TWO MILLION DOLLARS</b>	

The **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above shall be payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advance of the principal amount of this Bond

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<sup>1</sup> "Completion Date" means the date of execution of the certificate required by **Section 4.5** of the herein-defined Lease and **Section 504** of the herein-defined Indenture, which shall be deemed executed and filed on December 31, 2029 if not actually filed with the City by such date, except as otherwise provided in **Section 4.5** of the Lease, including an extension to December 31, 2030 in the event of a Permitted Excuse (as defined in the Lease).

shall accrue from the date that such advance is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

**THIS BOND** is one of a duly authorized series of Bonds of the City designated the “City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025,” issued in the maximum aggregate principal amount of \$72,000,000 (the “Bonds”) for the purpose of acquiring a leasehold interest in approximately 12.575 acres of real property generally located at 350 Hemsath Road in the City and constructing thereon a mixed-use development consisting of approximately 230 residential apartments and approximately 12,000 square feet of retail and commercial space (together, the “Project”), which the City will lease to Porterhouse Development LLC, a Missouri limited liability company (the “Developer”), under the terms of a Lease Agreement dated as of July 1, 2025 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Developer, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, and the charter of the City and pursuant to proceedings duly had by the governing body of the City.

**THE BONDS** are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of July 1, 2025 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., St. Louis, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

**THE BONDS** are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

**THE BONDS** are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption

to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

**THE BONDS**, including the interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Developer directly to the Trustee for the account of the City and deposited in a special fund designated the "City of St. Charles, Missouri, Series 2025 Bond Fund -- Southpointe Development Project."

**THE OWNER** of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

**THIS BOND** is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in an aggregate principal amount equal to the Outstanding principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and the Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

**THE BONDS** are issuable in the form of one fully-registered Bond in the maximum principal amount of \$72,000,000.

**THIS BOND** shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

**IN WITNESS WHEREOF**, the City of St. Charles, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk



**CERTIFICATE OF AUTHENTICATION**

This Bond is the Taxable Industrial Revenue Bond (Southpointe Development Project), Series 2025, described in the Indenture. The effective date of registration of this Bond is set forth below.

**UMB BANK, N.A.**, as Trustee

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Signatory





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**FORM OF ASSIGNMENT**

*(NOTE RESTRICTIONS ON TRANSFERS)*

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Print or Typewrite Name, Address and Social Security or  
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

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NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

## EXHIBIT C

### FORM OF REPRESENTATION LETTER

City of St. Charles, Missouri  
200 North Second Street  
St. Charles, Missouri 63301  
ATTN: Mayor

UMB Bank, N.A.  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
ATTN: Corporate Trust Department

Re: \$72,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds  
(Southpointe Development Project), Series 2025 of the City of St. Charles, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the “Bonds”), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of \_\_\_\_\_ 1, 2025 (the “Indenture”), between the City of St. Charles, Missouri (the “City”), and UMB Bank, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Porterhouse Development LLC, a Missouri limited liability company (the “Developer”), under a Lease Agreement dated as of \_\_\_\_\_ 1, 2025 (the “Lease”), between the City and the Developer, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that (a) the Bonds and the interest thereon are special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, (b) the Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in the Indenture, (c) the Bonds and the interest thereon do not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof is liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

3. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The undersigned is an Approved Investor.

5. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Developer and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

6. The Developer has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested. [\*Delete this paragraph if the Developer is the Purchaser of the Bonds.\*]

7. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Developer and fully aware of the terms and risks of the Bonds. [\*Delete previous sentence if the Developer is the Purchaser of the Bonds.\*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: \_\_\_\_\_, 20\_\_

**[PURCHASER OF BONDS]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**

**BOND PURCHASE AGREEMENT**

[On file in the office of the City Clerk]

**\$72,000,000**  
**(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)**  
**CITY OF ST. CHARLES, MISSOURI**  
**TAXABLE INDUSTRIAL REVENUE BONDS**  
**(SOUTHPOINTE DEVELOPMENT PROJECT)**  
**SERIES 2025**

**Dated as of \_\_\_\_\_, 2025**

**BOND PURCHASE AGREEMENT**

Honorable Mayor and City Council  
City of St. Charles, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this "Agreement"), Porterhouse Development LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of St. Charles, Missouri (the "City"), the above-referenced bonds (the "Bonds"), to be issued by the City under and pursuant to Ordinance No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 2025 (the "Ordinance") and a Trust Indenture dated as of \_\_\_\_\_, 2025, pursuant to which the Bonds are issued (the "Indenture"), by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

**SECTION 1. REPRESENTATIONS AND AGREEMENTS**

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, the City Charter and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Agreement, the Indenture, the Base Lease dated as of \_\_\_\_\_, 2025 by and between the Purchaser and the City (the "Base Lease"), the Lease Agreement dated as of \_\_\_\_\_, 2025 by and between the City and the Purchaser (the "Lease"), and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of acquiring, constructing and improving the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's knowledge, threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Base Lease, the Lease, the Indenture or this Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Agreement on behalf of the Purchaser is duly authorized to execute this Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

## **SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS**

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$72,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean \_\_\_\_\_, 2025, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs paid by the Purchaser from its own funds on or before the Closing Date, and, at the Purchaser's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds; or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall mature, accrue interest and be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$72,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

### **SECTION 3. CONDITIONS TO THE OBLIGATIONS**

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified (and recorded, as applicable) copy of the Ordinance, the Indenture, the Base Lease, the Lease, this Agreement and any other instrument contemplated thereby or hereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Base Lease or the Lease, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

### **SECTION 4. THE PURCHASER'S RIGHT TO CANCEL**

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

**SECTION 5. CONDITIONS OF OBLIGATIONS**

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

**SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY**

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

**SECTION 7. NOTICE**

Any notice or other communication to be given under this Agreement may be given in writing by mailing or delivering the same as follows:

- (a) To the City:

City of St. Charles, Missouri  
200 North Second Street  
St. Charles, Missouri 63301  
Attn: Mayor  
E-mail: [dan.borgmeyer@stcharlescitymo.gov](mailto:dan.borgmeyer@stcharlescitymo.gov)

with copies to:

City Attorney  
200 North Second Street  
St. Charles, Missouri 63301  
E-mail: [holly.magdiarz@stcharlescitymo.gov](mailto:holly.magdiarz@stcharlescitymo.gov)

and:

Director of Administration  
200 North Second Street  
St. Charles, Missouri 63301  
E-mail: [lawrence.dobrosky@stcharlescitymo.gov](mailto:lawrence.dobrosky@stcharlescitymo.gov)

- (b) To the Trustee:

UMB Bank, N.A.  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
Attn: Corporate Trust Department  
E-mail: [kristina.tibbits@umb.com](mailto:kristina.tibbits@umb.com)

(c) To the Purchaser:

Porterhouse Development LLC  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Casey Urkevich  
E-mail: [curkevich@aegfunds.com](mailto:curkevich@aegfunds.com)

and:

Schott & Hamilton, LLC  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Stephen M. Schott, Esq.  
E-mail: [stephen@schotthamilton.com](mailto:stephen@schotthamilton.com)

#### **SECTION 8. APPLICABLE LAW; ASSIGNABILITY**

This Agreement shall be governed by the laws of the State of Missouri. This Agreement may be assigned by the Purchaser, in whole as to all of the Bonds, to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Base Lease and the Lease, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Agreement. This Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

#### **SECTION 9. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

#### **SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

**PORTERHOUSE DEVELOPMENT LLC**

By: \_\_\_\_\_

Name: Casey Urkevich

Title: Manager

DATE OF EXECUTION: \_\_\_\_\_, 2025

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Kimberly Hudson, City Clerk

[Bond Purchase Agreement]

**RCA FORM (OFFICE USE ONLY)**

Bill # 13983

MEETING/DATE: 5/6/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Michael Galba

**Description:**

An ordinance amending Section 620.020 related to the License Tax – Tourism to clarify that gasoline will not be subject to the tax

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

The bill would clarify that any business subject to the License Tax - Tourism may exclude from its gross receipts the sale of gasoline. This revision is recommended by Legal.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA prepared by: Legal Dept. Dir. HEM Finance Dir. Qao Dir. of Admin. 9

Sponsors: Michael Galba

AN ORDINANCE AMENDING SECTION 620.020 RELATED TO THE LICENSE TAX – TOURISM TO CLARIFY THAT GASOLINE WILL NOT BE SUBJECT TO THE TAX

WHEREAS, the following amendment seeks to clarify that any business subject to the License Tax - Tourism may exclude from its gross receipts the sale of gasoline.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS FOLLOWS:

SECTION 1. Section 620.020 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended to read as follows:

**Section 620.020. License Tax — Tourism.**

- A. Amount Of Tax. Every person engaged in the business of renting, leasing or letting living quarters, sleeping accommodations, rooms or a part thereof, in connection with any hotel, motel or tourist court, shall pay to the City a license tax equal to one percent (1%) of the gross rental receipts derived from or paid by transient guests for sleeping accommodations. Every person engaged in the business of a restaurant and selling prepared food or meals shall pay to the City a license tax of one percent (1%) of the gross receipts from sales of all goods and services transacted at retail upon the premises, excluding the sale of gasoline from those gross receipts. This license tax shall be in addition to all other license taxes which are applicable to hotels, motels, tourist courts and restaurants.
- B. Use Of Funds. All funds collected pursuant to the provisions of this Section shall be used exclusively to promote tourism, conventions and other related activities in the City. The funds shall be administered by the Director of Finance in consultation with the Director of the Convention and Visitors Bureau.

SECTION 2. The portions of this ordinance shall be severable. If any clause, word, paragraph, section, or other part or portion of this ordinance is held to be invalid, illegal, or unconstitutional for any reason, the City Council hereby declares it would nevertheless have enacted the remaining portions thereof and such remaining portions shall remain in full force and effect.

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SECTION 3. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. This ordinance shall be in full force and effect from and after the first day of the month following its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest

Holly Magdziarz      4/28/2025  
Holly Magdziarz, Acting City Attorney, Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



**SIGN  
HERE**

Underlined text is inserted. ~~Struck through~~ text is deleted.