AGENDA
Regular Session of the City Council of the City of Saint Charles, Missouri
Council Chambers – 4th Floor – City Hall – 200 North Second Street
Tuesday, May 20, 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

3. PRESENTATIONS/AWARDS/PROCLAMATIONS
   - A. 2024-2025 City of St. Charles Preservation Awards
   - B. A Proclamation Declaring May 18-24, 2025 as National Public Works Week in the City of St. Charles
   - C. Mayor's Youth Advisory Task Force Presentation Relative to The Future of the City and The Farmers Market

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.

8. CONSENT AGENDA
   - A. Approval of Council Minutes and Reports
     1. Regular City Council Meeting of May 6, 2025
     2. Public Hearing of May 6, 2025

B. Receipt of Reports from Boards, Commissions and Committees
   1. Main Street Special Business District Advisory Board Meeting of April 3, 2025
   2. Board of Adjustment Meeting of February 3, 2025
   3. Board of Adjustment Meeting of March 3, 2025
   4. Frenchtown Special Business District Advisory Board Meeting of April 10, 2025
   5. Veterans Commission Meeting Minutes of April 14, 2025
   6. Senior Citizen Advisory Commission of April 8, 2025

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements
   1. Contract with Coe Equipment Inc. for the Purchase of a Hydro-Excavator Truck and Disposal of Existing Truck via Trade-In in an Amount Not to Exceed $481,227.99
   2. Contract with Joe Goddard Enterprises, LLC to Replace Three (3) Storm Warning Sirens in an Amount Not to Exceed $121,550.71
   3. Contract with Kolb Grading, LLC. for the Clark Street Storm Improvements in an Amount Not to Exceed $5,468,100.83
   4. Contract with Gershenson Construction Company Inc. for the Second Street Reconstruction Project in an Amount not to Exceed $3,086,549.90
   5. Supplemental Agreement No. 4 with Crawford, Murphy, & Tilly, Inc. (CMT) to Provide Additional Engineering Services for the Main Street Extension Project in the Amount of $19,568.00 for a Total Contract Amount not to Exceed $1,220,280.02
   6. Supplemental Agreement No. 2 with Midwest Service Group for the City Centre Complex Project in the Amount of $58,902.89 for a Total Contract Amount Not to Exceed $117,402.89
   7. Supplemental Agreement No. 1 with Reitz and Jens, Inc. for the Beaver Creek Court Bank Stabilization Project in the Amount of $44,000.00 for a Total Contract Amount not to Exceed $124,000.00
   8. Acceptance of the Missouri Division of Tourism FY26 Cooperative Marketing Program Agreement in the Amount of $280,000
   9. Contract with SSM Medical Group Inc. to Provide Police and Fire Department Physicals for the City for a Term from January 1, 2025 through December 31, 2027 in an Amount not to Exceed $658,044.00
   10. Contract with Golden Hour Data Systems, Inc. for Medical Billing Services for a Term of 36 Months in an Amount Not to Exceed $274,000

E. Preliminary Plats

F. Miscellaneous
   1. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Bogey Hills Plaza Community Improvement District
   2. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Elm & 370 Community Improvement District
   3. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the 1st Capitol Drive Community Improvement District
   4. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the South Fifth Street Community Improvement District

5. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Veteran's Memorial Parkway Community Improvement District
6. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Charlestowne Crossing Villas Community Improvement District
7. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Elm Point Commons Community Improvement District
8. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Fairgrounds Road Community Improvement District
9. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Plaza at Noah's Ark Community Improvement District
10. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Suits U Mexico Community Improvement District
11. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the 501 South Main Street Community Improvement District
12. Report of the Court Administrator of Monies Collected and Deposited – April, 2025

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

A. A RESOLUTION EXPRESSING SUPPORT FOR THE DESIGNATION OF THE FIRST FRIDAY IN JUNE AS "NATIONAL GUN VIOLENCE AWARENESS DAY" TO HONOR AND REMEMBER ALL VICTIMS AND SURVIVORS OF GUN VIOLENCE AND TO DECLARE THAT WE AS A COUNTRY MUST DO MORE TO END THIS PUBLIC HEALTH CRISIS *(SPONSORS: VINCE RATCHFORD, MICHAEL GALBA, MARK HOLLANDER, DENISE MITCHELL, JUSTIN FOUST, STEVE HOLLANDER, BRIAN GOULD MARY WEST, BILL OTTO AND BART HABERSTROH)*

11. BILLS FOR FINAL PASSAGE

**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)*

12. BILLS FOR INTRODUCTION

**BILL 13984**
AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN BOONE COUNTY, MISSOURI, AND THE CITY OF ST. CHARLES, MISSOURI FOR ASSISTANCE WITH SELECTION AND PROCUREMENT OF A DOG (K-9) AND FOR TRAINING OF THE K-9 AND HANDLER IN AN AMOUNT NOT TO EXCEED $2,000.00 *(SPONSORS: MARY WEST, MARK HOLLANDER AND DENSIE MITCHELL)*

**BILL 13985**
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 #7) *(SPONSOR: BART HABERSTROH)*

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION
    A. Election of President and Vice President of the City Council *(RCA Attached)*

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 15, 2025 – 5:00 p.m.*

**TO:** City Council

**FROM:** Office of the Mayor

**DATE:** May 13, 2025

**SUBJECT:** Appointment Memorandum for the May 20, 2025 City Council Meeting

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

**Board of Appeals**

- The appointment of ***Scott Smith***, to fill the current vacancy designated for an engineer, for a term expiring ***May, 2028.***

**Plaza at Noah's Ark CID**

- The appointment of ***David Schreiber*** to replace the position formerly held by Stephanie Webster to the Plaza of Noah's Ark CID Board of Directors with a term expiring ***May 1, 2029.***
- The reappointment of ***Anthony Weeden*** to the board of directors of the Plaza at Noah's Ark CID with a four-year term expiring on ***May 1, 2029.***
- The reappointment of ***Larry Dobrosky*** to the Board of Directors of the Plaza at Noah's Ark CID with a four-year term expiring on ***May 1, 2029.***

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

Sincerely,

Daniel J. Borgmeyer
Mayor

DEVELOPMENT
DYNAMICS

April 28, 2025

City of St. Charles
Mayor's Office
Attn: Mayor Dan Borgmeyer
200 North 2nd Street
4th Floor, Room 400
St. Charles, MO 63301

**RE: Appointment of Directors to the Plaza at Noah's Ark Community Improvement District**

Dear Mayor Dan Borgmeyer:

On behalf of the Plaza at Noah's Ark Community Improvement District ("Plaza at Noah's Ark CID"), I respectfully request the following appointments be made by you in your capacity as Mayor to be approved by the City Council of the City of St. Charles, Missouri:

(1) The appointment of **David Schreiber** to replace the position formerly held by Sephanie Webster to the Plaza of Noah's Ark CID Board of Directors with a term expiring **May 1, 2029.**

(2) The reappointment of **Anthony Weeden to** the board of directors of the Plaza at Noah's Ark CID with a four-year term expiring on **May 1, 2029**.

(3) The reappointment of **Larry Dobrosky** to the board of directors of the Plaza at Noah's Ark CID with a four-term expiring on **May 1, 2029**.

If you have any questions regarding the proposed appointments, please contact us.

Regards,

Laura Lashley
District Administrator

cc: File
John Young

2007 HWY. K
SUITE 210
O'FALLON, MISSOURI 63368

636.561.8602
636.561.8605
WWW.D2TEAM.ORG

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 6, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, May 6, 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, and Vince Ratchford. Absent: Bill Otto and Mary West. City Clerk Kimberly Hudson was present and performed the duties of that office.
File #49361

The meeting was opened a moment of silence and Pledge of Allegiance to the Flag led by City of Saint Charles Leader of Tomorrow Kaylin Toben - Academy of the Sacred Heart.

A motion was made by MARK HOLLANDER to excuse the absence of Councilmember Bill Otto and Councilmember Mary West. JUSTIN FOUST seconded the motion. All voted in favor, motion passed.

APRIL 8, 2025, ELECTION RESULTS

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

A motion was made by MARK HOLLANDER to receive and approve the certification of the election results of the General Municipal Election held on April 8, 2025. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye": Foust, Galba, Haberstroh, Hollander, Mitchell, Ohmes, Ratchford, and Flandermeyer. "Nay": None. Absent: Otto and West. Motion passed.
File #49385

Presentation of Plaque to Retiring Ward 7 Councilmember Michael Flandermeyer

Councilmember Michael Galba presented a plaque on behalf of the City Councilmembers to retiring Councilmember Michael Flandermeyer and thanked Mr. Flandermeyer for all of his dedication and hard work to the City of Saint Charles during his tenure as a Councilmember.

Presentation of Plaque to Retiring Ward 10 Councilmember Bridget Ohmes

Councilmember Michael Galba presented a plaque on behalf of the City Councilmembers to retiring Councilmember Bridget Ohmes and thanked Ms. Ohmes for her service, dedicated hours and commitment to the City of Saint Charles during her tenure as Councilmember.

Recess of Regular Meeting, and Reconvene with Newly Elected Ward 7 Councilmember Brian Gould and Ward 10 Councilmember Stephen J. Hollander

A motion was made by MARK HOLLANDER to recess the meeting. MICHAEL GALBA seconded the motion. All voted in favor, motion passed.

The Regular City Council Meeting reconvened with the following Councilmembers in attendance: Councilmember Mark Hollander, Councilmember Vince Ratchford, Councilmember Denise Mitchell, Councilmember Justin Foust, Councilmember-Elect Brian Gould, Councilmember Michael Galba, Councilmember Bart Haberstroh and Councilmember-Elect Stephen J. Hollander. Councilmember Bill Otto and Councilmember Mary West were absent.

Administration of Oath of Offices

City Clerk Kimberly Hudson administered the oaths of office to the following:

Justin Foust – Ward 6, with term ending April 2028

Brian Gould – Ward 7, with term ending April 2028

Michael Galba – Ward 8, with term ending April 2028

Bart Haberstroh – Ward 9, with term ending April 2028

Stephen J. Hollander – Ward 10, with term ending April 2028

PRESENTATIONS/AWARDS/PROCLAMATIONS

A Proclamation Declaring May 4-10 as National Travel and Tourism Week in the City of St. Charles, Missouri.

The Honorable Mayor Daniel J. Borgmeyer presented a proclamation to Director of Convention and Visitors Bureau Dan Krankeola declaring May 4-10, 2025 as National Travel and Tourism Week in the City of Saint Charles, Missouri

PUBLIC COMMENT

Mr. Raymond Schulte spoke relative to parking concerns at the St. Charles Convention Center.

Ms. Regina Oar spoke relative to parking concerns at the St. Charles Convention Center.

Ms. Shari Dzalak spoke relative to parking concerns at the St. Charles Convention Center.

Mr. Arnie C. AC "Honest Abe" Dienoff, congratulated the Councilmembers who were sworn in and spoke relative to the parking concerns at the St. Charles Convention Center, concerns at the Boathouse/Frontier Park.

REPORT OF THE MAYOR

Appointments to Boards/Commissions/Committees

A motion was made by VINCE RATCHFORD to approve 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.*

JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford and Foust. "Nay": None. Absent: Otto and West. Motion passed.

File #49363

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Denise Mitchell announced she and Councilmember Otto were elected as Directors on the St. Charles County Municipal League Executive Board and encouraged the Councilmembers to attend those meeting. Councilmember Mitchell made the following announcements:

MML Associate/Affiliate Baseball game with the O'Fallon Hoots at Carshield will be on 6/3. Doors open at 5:30 p.m./Mayors will throw out the first pitch at 6:35 p.m. It is a Council Meeting night, so we may not be able to attend but staff are welcome to. If Admin could circulate to staff and let Edwina know by 5/20 how many tickets are needed, that would be great.

Future St. Charles Co MML Meetings: 7/29 Hosted by St. Peters and 10/28 Hosted by Dardenne Prairie - Location to be determined.

MML Conference for the Missouri Municipal League will be held at the St. Charles Convention Center 9/14-9/17 each city can have an information table at the event and we are looking into a video that showcases the economic development in the County featuring each city. Please mark your calendar and hope you can attend the conference since it is so close in proximity this year.

Guest speaker was Jim Wild, Executive Director of East West Gateway Council of Governments and he reminded us that each city needs to adopt a hazard mitigation plan for 2025-2030 in order to secure future funding. FEMA requires HMP be updated every five years. Jurisdictions must participate during the plan development process and adopt the new plan with a new resolution for each update. If we haven't completed this yet, we were told to remind admin/staff about this.

Councilmember Vince Ratchford requested Director of Administration Larry Dobrosky to provide a memo to Councilmembers relative to property that might be used for parking for St. Charles Convention Center events or please advise as to possible roadblocks to using properties

for parking and what is currently being done to address the parking concerns. Councilmember Ratchford further requested staff provide additional solutions by June or July regarding better solutions, could include shuttle buses and electronic signs.

Councilmember Michael Galba welcomed new Councilmember Brian Gould and Councilmember Steve Hollander and is looking forward to working with them.

PUBLIC HEARING

Council President Michael Galba announced the Public Hearing will now be held. At the conclusion of the Public Hearing, the regular order of business continued.

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 4th 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)***

CONSENT AGENDA

A motion was made by DENISE MITCHELL to approve the Consent Agenda. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye": Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell and Ratchford. "Nay": None. Absent: Otto and West. Motion passed.

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

File #49361

3. Work Session Meeting of April 15, 2025

File #49367

4. Street Committee Minutes of April 15, 2025

File #49371

B. Receipt of Reports from Boards, Commissions and Committees

1. Veterans Commission Meeting of November 18, 2024

File #49316

2. Veterans Commission Meeting of March 10, 2025

File #49386

3. Frenchtown Special Business District Meeting of March 13, 2025

File #49381

4. Planning and Zoning Commission Meeting of March 10, 2025

File #49372

5. Landmarks Board Meeting of February 24, 2025

File #49377

6. Housing Authority of the City of St. Charles Meeting of January 29, 2025

File #49384

7. Housing Authority of the City of St. Charles Meeting of February 26, 2025

File #49384

8. The Greater Saint Charles Convention & Visitors Commission Meeting of January 23, 2025

File #49388

9. The Greater Saint Charles Convention & Visitors Commission Meeting of February 27, 2025

File #49388

C. Receipt of Director of Administration Reports

1. FITS Report – March 2025

File #49375

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

C25-135

2. Contract with Visu-Sewer of Missouri, LLC for Riverside Sanitary Trunkmain Improvements in an Amount not to Exceed $1,797,961.00

C25-136

3. Contract with Sweetens Concrete Services to Rehabilitate Muegge Road in an Amount not to Exceed $1,653,571.57

C25-138

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

File #49389

2. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the Zumbehl Road Community Improvement District

File #49390

3. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors of the West Clay Extension

File #49390

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

File #49390

5. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors for the Riverpointe Phase 3 Community Improvement District

File #49390

6. Receipt of the Annual Report for FY 2024 as Submitted by the Board of Directors for the Riverpointe Community Improvement District

File #49390

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

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)*

Councilmembers Ratchford, Gould, S. Hollander and Haberstroh requested their names be added as sponsors.

***Passed*** "Aye": Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell and Ratchford

"Nay": None

Absent: Otto and West

***Approved*** by the Honorable Mayor on May 7, 2025 and is known as Resolution **R25-010**

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)*

***Passed*** "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford and Foust

"Nay": None

Absent: Otto and West

***Approved*** by the Honorable Mayor on May 7, 2025 and is known as Ordinance **25-037**

**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)*

***Passed*** "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford and Foust

"Nay": None

Absent: Otto and West

***Approved*** by the Honorable Mayor on May 7, 2025 and is known as Ordinance **25-038**

**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)*

***Passed*** "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford and Foust

"Nay": None

Absent: Otto and West

***Approved*** by the Honorable Mayor on May 7, 2025 and is known as Ordinance **25-039**

**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)*

***Passed*** "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford and Foust

"Nay": None

Absent: Otto and West

***Approved*** by the Honorable Mayor on May 7, 2025 and is known as Ordinance **25-040**

**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)*

***Passed*** "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford and Foust

"Nay": None

Absent: Otto and West

***Approved*** by the Honorable Mayor on May 7, 2025 and is known as Ordinance **25-041**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced.

**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)*

At 8:41 p.m., MARK HOLLANDER made a motion to adjourn into closed session pursuant to RSMo 610.021(1) and RSMo. 610.021 (12), as amended. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford, Foust and Galba. "Nay": None. Absent: Otto and West. Motion passed.

The closed portion of the Regular Council Meeting adjourned at 9:53 p.m.

At 9:54 p.m., a motion was made by MARK HOLLANDER to adjourn the Regular Council Meeting. BRIAN GOULD seconded the motion. All voted in favor. Motion passed.

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_____

Date Approved




_____ _____

Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
May 6, 2025

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On Tuesday, May 6, 2025, a Public Hearing was held on the following items at 7:00 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 and Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell and Vince Ratchford. Absent: Bill Otto and Mary West. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

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)***

Casey Urkevich, Applicant, spoke in favor of Council Bill 13981.

Arnie C. AC "Honest Abe" Dienoff, spoke relative to CIDs and Council Bill 13981.

There being no further public comments, a motion was made by MARK HOLLANDER to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. BART HABERSTROH seconded the motion. A roll call vote was taken with the following results: "Aye": Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford, Foust and Galba. "Nay": None. Absent: Otto and West. Motion passed.

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)***

Tim Garner and Josh Hausgen, Applicant, spoke in favor of LL-2025-6.

Arnie C. AC "Honest Abe" Dienoff, spoke against games of chance in the establishment.

There being no further public comments, a motion was made by BRIAN GOULD to close the public hearing and approve the liquor license as presented by staff. JUSTIN FOUST seconded the motion. A roll call was taken with the following results: "Aye": Haberstroh, M. Hollander, S. Hollander,

Mitchell, Ratchford, Foust, Galba and Gould. "Nay": None. Absent: Otto and West. Motion passed.

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)***

Director of Community Development Zachary Tusinger provided an overview of the application. There being no comments, JUSTIN FOUST made a motion to close the public hearing and approve the conditional use permit per §400.220(C)(1)(c) for Motor Vehicle Sales within the C-2 General Business District at 101 Arco Drive with the following conditions as amended by staff:

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.

MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": M. Hollander, Mitchell, Ratchford, Foust, Galba, Gould and Haberstroh. "Nay": None. Abstain: S. Hollander. Absent: Otto and West. Motion passed.
File #49362

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 4th Street. The subject property is located in Ward 2. ***(RCA Attached)***

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
May 6, 2025

Director of Community Development Zachary Tusinger provided an overview of the application.

Susan Rhodes, Applicant, spoke relative to CU-2025-04.

There being no further comments, MARK HOLLANDER made a motion to close the public hearing and approve the 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 with the following conditions as amended by staff:

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 4th 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.

MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: "Aye": Mitchell, Ratchford, Foust, Galba, Gould, Haberstroh and M. Hollander. "Nay": None. Abstain: S. Hollander. Absent: Otto and West. Motion passed.

File #49362

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)***

Director of Community Development Zachary Tusinger provided an overview of the application.

There being no comments, MARK HOLLANDER made a motion to close the public hearing and approve the 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 with the following conditions as amended by staff:

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.

MARY WEST seconded the motion. A roll call vote was taken with the following results: "Aye": Mitchell, Ratchford, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander. "Nay": None. Absent: Otto and West. Motion passed.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
May 6, 2025

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)***

Director of Community Development Zachary Tusinger provided an overview of the application.

Arnie C. AC "Honest Abe" Dienoff, spoke relative to TA-2025-03.

There being no further public comments, a motion was made by MARK HOLLANDER to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": Ratchford, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander and Mitchell. "Nay": None. Absent: Otto and West. Motion passed.

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)***

Director of Community Development Zachary Tusinger provided an overview of the application.

Arnie C. AC "Honest Abe" Dienoff, spoke relative to TA-2025-04.

There being no further public comments, a motion was made by MARK HOLLANDER to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. BRIAN GOULD seconded the motion. A roll call vote was taken with the following results: "Aye": Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, and Ratchford. "Nay": None. Absent: Otto and West. Motion passed.

The Public Hearing adjourned at 8:30 p.m. and the Regular Session continued with the order of business.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
May 6, 2025

_____
Date Approved




_____
Kimberly Hudson, City Clerk

_____
Michael Galba, Presiding Officer

**MEETING SUMMARY**

**MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD**
**Thursday, April 3, 2025 4:00 PM**
**Conference Room A, City Hall**
**200 N. Second Street, Saint Charles, Missouri**

**Members Present:**
Jodi Devonshire, Chair
Joe Ancmon, Vice Chair
Ryan Riege
Amy Senter
Denny Kuss
Keith Lester
Chip Bates
Mark Hollander, Council Liaison

**Staff Members Present:**
Taylor Moore, Preservation Planner
Jessica Ferguson, Business Coordinator
Ed Akers, Communications Manager
Mayor Dan Borgmeyer
Ryan Nacke, PD
David Fruits, PD
Elizabeth Phelps, CVB
Daryl Hampel, Public Works
John Boyer, Assistant CD Director

**Call to Order and Call the Roll** – Jodi Devonshire called the meeting to order. There were eight (8) members present, enough for a quorum. Taylor Moore conducted roll call.

**Pledge of Allegiance** – Jodi Devonshire led the Pledge of Allegiance.

**Minutes** – Meeting minutes were needing approval for the February 2025 Special Business District Meeting. Keith Lester made a motion to approve the minutes as submitted. Ryan Riege seconded the motion. All were in favor (8-0).

**Correspondence** – Taylor Moore introduced Amy Senter and Chip Bates to the Board.

**Police Report for Main Street** – Officer Ryan Nacke and Officer David Fruits gave reports for Main Street in March. Joe Ancmon discusses the possibility of gifting the Police Department bicycles for patrols. Jodi Devonshire to do research on the best option.

**Report from CVB Representative** – Elizabeth Phelps announced the Hit the Bricks Walking Tour will be starting this weekend. Additionally, Walking History Tours will be starting Friday nights mid-May.

**Visitor's Comments** – No visitors.

**Current Operating Budget** – Taylor Moore presented the operating budget. Keith Lester made a motion to approve the budget, Ryan Riege seconded the motion. All were in favor (8-0).

**Berthold Square** – Jodi Devonshire discusses the replacement of the Berthold Square Clock. Daryl Hampel discusses that Public Works has received at least one bid already for this and to report back.

**City Signage Updates** – Ed Akers, Communication Manager presents final signs for Main Street entrance ways. Joe Ancmon makes a motion to allocate $30,000.00 from the Reserve Fund for the entry signs. Chip Bates seconds the motion. All were in favor (8-0).
Ed Akers also presented seven wayfinding signs for Main Street. Keith Lester made a motion to allocate $20,000.00 from the Reserve Fund for the wayfinding signs. Amy Senter seconded the motion. All were in favor (8-0).

**Street Clean Up** – Bill Otto discussed his meeting with North Main businesses on trash problems.

**Funding Requests** – The Board was presented an itemized list for Main Street in Bloom items. Keith Lester made a motion to approve allocated funds not to exceed $3,000.00. Ryan Riege seconded the motion. All were in favor (8-0).

**Main Street Maintenance Items** – Taylor Moore discussed that three trash barrels remain in need of replacement on South Main. Keith Lester made a motion to allocate funds to replace the remaining barrels not to exceed $800.00. Joe Ancmon seconded the motion. All were in favor (8-0).

**New Business** – Joe Ancmon to send Jodi Devonshire information for the proposed Police Department bicycles.

**Report from City Council Liaison** – CM Hollander discussed the new Short Term Rental ordinance to limit the amount in the City.

**Other Information from Staff** – Next meeting will be held May 1, 2025 at 4:00pm.

**Adjournment** – Denny Kuss made a motion to adjourn, Keith Lester seconded. All were in favor (8-0). The meeting ended at 4:53pm.

Jodi Devonshire, Chair

5/1/25
Date

CITY OF ST CHARLES

STATE OF MISSOURI

BOARD OF ADJUSTMENT MEETING

February 3, 2025

THE HONORABLE RICHARD ALFERMAN, CHAIRMAN PRESIDING

TIME: 6:00 p.m.

MINUTES

By Madelyn Eversman

City of St. Charles, Missouri

200 N Second Street

St. Charles, Missouri 63301

(636) 949-3222

PROCEEDINGS

(WHEREUPON, at 6:00 p.m. o'clock, Monday February 3, 2025, at the Saint Charles City Hall Building, 200 North Second Street, Fourth Floor, Saint Charles, Missouri, and the following proceedings were held, to-wit: with the following persons being present.)

Richard Alferman, Chairman

Maureen Rogers-Bouxsein, Secretary

Latonya Grotegeers

Marita Malone

John Morgan

John Boyer, Assistant Direct of Community Development

Madelyn Eversman, City Planner

AGENDA ITEM #1 – OCHTLAIDIR HOLDINGS, LLC

CASE NO. BOA-2024-13. ADDRESS: 1119-1127 S. MAIN STREET

MOTION WAS MADE BY MARITA MALONE: I move to approve Three requests: 1) A request to increase the number of units allowed per acre for a multiple-family development from eighteen (18) units to forty-two point five (42.5) units per acre as regulated in Section 400.830(D)(16) of St. Charles Code of Ordinances; 2) A request to reduce the parking ratio from two (2.0) spaces per dwelling unit to one point five (1.5) spaces per dwelling unit as regulated in Section 400.670 of the St. Charles Code of Ordinances; and 3) A request to increase the site coverage restriction from 50% to 62% as regulated in Section 400.850(G)(1)(b) of the St. Charles Code of Ordinances.

MOTION WAS SECONDED BY LATONYA GROTEGEERS

ROLL-CALL VOTE 1 IN FAVOR 4 AGAINST: DENIED.

Meeting adjourned at 7:43 p.m.

CITY OF ST CHARLES

STATE OF MISSOURI

BOARD OF ADJUSTMENT MEETING

March 3, 2025

THE HONORABLE RICHARD ALFERMAN, CHAIRMAN PRESIDING

TIME: 6:00 p.m.

MINUTES

By Madelyn Eversman

City of St. Charles, Missouri

200 N Second Street

St. Charles, Missouri 63301

(636) 949-3222

PROCEEDINGS

(WHEREUPON, at 6:00 p.m. o'clock, Monday March 3, 2025, at the Saint Charles City Hall Building, 200 North Second Street, Fourth Floor, Saint Charles, Missouri, and the following proceedings were held, to-wit: with the following persons being present.)

Richard Alferman, Chairman

Maureen Rogers-Bouxsein, Secretary

Latonya Grotegeers

Marita Malone

John Morgan

John Boyer, Assistant Direct of Community Development

Madelyn Eversman, City Planner

Lara Berry, City Planner

AGENDA ITEM #1 – DAVE AND COLLEEN DEEP

CASE NO. BOA-2025-01. ADDRESS: 410 HOUSTON STREET

MOTION WAS MADE BY LATONYA GROTEGEERS: I move to approve a request to decrease the minimum side yard setback for an accessory structure (detached garage) from five (5) feet to zero (0) feet as regulated in Section 400.530(A)(3) of the City of St. Charles Code of Ordinances.

MOTION WAS SECONDED BY MARITA MALONE

ROLL-CALL VOTE 5 IN FAVOR 0 AGAINST: APPROVED.

AGENDA ITEM #2 – GLENN REEPMEYER

CASE NO. BOA-2025-02. ADDRESS: 429 MCDONOUGH STREET

MOTION WAS MADE BY MARITA MALONE: I move to approve a request to decrease the minimum lot size of a non-conforming lot from three thousand seven hundred fifty (3750) square feet to three thousand three hundred sixty (3360) square feet for a proposed rezoning to CRD-2/FSC-HD/EHP, as regulated in Section 400.780(B)(1)(a) of the City of St. Charles Code of Ordinances.

MOTION WAS SECONDED BY LATONYA GROTEGEERS

ROLL-CALL VOTE 5 IN FAVOR 0 AGAINST: APPROVED.

AGENDA ITEM #3 – CHAD BOEWER

CASE NO. BOA-2024-13. ADDRESS: 3601 MUELLER ROAD

MOTION WAS MADE BY MARITA MALONE: I move to a request to decrease the minimum front yard building setback for an accessory structure from thirty-five (35) feet to zero (0) feet on a non-principle frontage, as regulated in Section 400.240(D)(5)(b) of the City of St. Charles Code of Ordinances.

MOTION WAS SECONDED BY JOHN MORGAN

ROLL-CALL VOTE 5 IN FAVOR 0 AGAINST: APPROVED.

Meeting adjourned at 6:27 p.m.

**MEETING SUMMARY**

**FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD**
**Thursday, April 10, 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
Brandon Runk
Alyssa Houska
Keith Lutz

**Staff Members Present:**
Jessica Ferguson, Business Development Coordinator
John Boyer, Asst. Dir. of Community Development
Taylor Moore, Historic Preservation Planner
Dan Mann, Director of Engineering
Officer David Fruits, Police Department
Mayor Dan Borgmeyer

**ABSENT**: Bill Otto, Melissa Hollander, Adam Tritz

**Call to Order and Call the Roll** – Chris Kyle called the meeting to order at 4:34pm. There were five (5) members present, enough for a quorum. Jessica Ferguson conducted roll call.

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

**Approval of Minutes** – Alyssa Houska made a motion to approve the March 13, 2025 Minutes. Keith Lutz seconded the motion. All in favor (5-0).

**Budget** – Jeff Sams made a motion to approve the budget. Brandon Runk seconded the motion. All in favor (5-0).

**Update from City Staff** – Dan Mann, Director of Engineering, discussed City Centre Complex (C3) and 2nd Street improvements. Officer David Fruits, Police, introduced himself. Mayor Dan Borgmeyer gave an update on projects in Frenchtown.

**Beautification Projects** – A motion was made by Keith Lutz not to exceed $2000 with Parkview Gardens for flowers and soil. Brandon Runk seconded the motion. All in favor (5-0). Keith Lutz made a motion not to exceed $4999 for 360 Lawn and Landscaping to install flowers and water 3x per week. Alyssa Houska seconded the motion. All in favor (5-0).

**Branding** – Kate Manfull with Fierce Creative gave a presentation on past branding efforts in Frenchtown.

**Meeting Start Time** – Board discussed changing the meeting time during the summer months.

**New Business** – None

**Report from City Council Liaison** – None.

**Other Information from Staff** – Next meeting will be held May 8, 2025 at 4:30pm.

**Adjournment** – Alyssa Houska made the motion to adjourn at 5:49pm. Jeff Sams seconded the motion. All in favor (5-0).

Chris Kyle, Chair

5/8/2025
Date

VETERANS COMMISSION OF THE CITY OF SAINT CHARLES
MEETING MINUTES APRIL 14, 2024

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, April 14, 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, Thomas Stephenson, Betty Gonzales, Ivan Bohlender, Renee Porter, Council Liaison Michael Galba, and Staff Liaison Larry Perney. Mark Hollander attended as a guest. Katrina Evans, Larry Reighard, and Brian Gould were absent.

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

The Pledge of Allegiance was recited.

Approval of November 18, 2024 Meeting Minutes: Motion to approve by Michael Galba, second by Thomas Stephenson. All approved, motion passed.

Approval of March 10, 2025 Meeting Minutes: Motion to approve by Michael Galba, second by Betty Gonzales. All approved, motion passed.

Public Comments: No public comment.

Old Business: No old business.

New Business:

- Council Liaison Michael Galba announced that as Council President he was going to appoint Brian Gould as the Council Liaison to the Veterans Commission in place of himself. Brian Gould is a newly elected Councilman and currently Vice Chairman of the Veterans Commission. Michael Galba said he would remain as involved as he could.
- Community Resource Fair Follow up – The group discussed the recently held Veterans Community Resource Fair. The turnout was not as good as the previous Fair. For the next Fair in November, need to do more advertising.
- Memorial Day Planning
    - Master of Ceremonies – Ivan Bohlender was asked to be. He would get back with confirmation
    - Musical Prelude – St. Charles Municipal Band is confirmed
    - Presentation of Colors – Larry Dufour, Guard of Honor, American Legion Post 312 Confirmed
    - "Call to Colors" – Michael Flandermeyer, Bugler, St. Charles Municipal Band confirmed.
    - Pledge of Allegiance – LP was going to check to see if we could get a Boy Scout Troop
    - Invocation – Neal VanNatta, Chaplain, St. Charles PD confirmed
    - Service Song Medley – St. Charles Municipal Band confirmed
    - Speaker – Betty Gonzalez had a lead and was going to get confirmation
    - Wreath Laying – Art Minor confirmed

    - Rifle Salute – Larry Dufour, Guard of Honor, American Legion Post 312 confirmed
    - "Taps" – Michael Flandermeyer, Bugler, St. Charles Municipal Band confirmed
    - Benediction – Neal VanNatta, Chaplain, St. Charles PD confirmed
- Open Discussion/ideas for the year. LP said he was going to check with the City's Communications Department to start design and get pricing on St. Charles Veteran Owned Business Plaques. In addition, LP stated the Veterans Resource website page is almost complete and will show the page at the next meeting.

Date of next meeting is set for May 12, 2025.

Tom Stephenson made a motion to adjourn, second by Betty Gonzales. All approved, motion passed.

The meeting was adjourned at 6:20 p.m.

Approved: _____ Date 5/12/2025

# MINUTES
# Senior Citizen Advisory Commission
**Tuesday, April 8, 2025**
**St. Charles City Hall, Conference Room A**
**200 North Second Street, 4th Floor**
**St. Charles, MO 63301**

**MEMBERS PRESENT**
Sheila Eckstein
Judy Rhodes
Sandy Johnson
Althea West
Bill Wallace
Charlie Daniels
Norm Fehl
Bridget Alderson

**MEMBERS ABSENT**
Shelly Roy
Michael Flandermeyer – City Council Liaison

**OTHERS PRESENT**
Carla Bray – City Staff Liaison
Stacey Rafferty – St. Charles County Health Dept.

1. **Call to Order**
   The meeting was called to order at 10:00 a.m. by Commission Chairperson Sandy Johnson.

2. **Pledge of Allegiance**
   All present stood and recited the Pledge of Allegiance.

3. **Roll Call**
   All members were present except those shown under members absent above.

4. **Approval of March 11, 2025 meeting minutes**
   Bill Wallace made a motion to approve the March 11, 2025 minutes as noted. Althea West made the second, all present were in favor, the motion passed.

5. **Chairperson Report**
   Sandy Johnson provided information on the following:
   - Senior Activities Fair recap
     - Approximately 280 visitors
     - Flow was good
     - Group discussion about the vendors
     - Survey – only a few were completed
       - SMART goals and objectives used for Dementia & Age Friendly initiative
         - Transportation most mentioned
       - Subcommittee working on specific parts
         - Next meeting is 4/21/25
       - Stacey Rafferty (County Health Department) received data from the same survey in January from Aging Ahead (Senior Center)
   - City of St. Charles Resource Booklet "Accessibility Guidebook For People with Disabilities" from 2017
     - Great resources
     - Needs to be updated
     - Present to Beth?

- Town Hall meeting recap (MO State representatives)
    - Rural Missouri representative shared information on schools, etc.
    - More meetings – "Voices Without Walls"
    - Lots of groups represented at the meeting
    - State and Federal level
- Community College Fair last Friday
- VFW Post Fair – Veterans
- Veterans Resources Fair at the Foundry Art Centre on 4/9/25.

**6. Report from Council Liaison**

None

**7. Old Business**

- Beth Norviel to be invited to the next meeting to discuss the Senior Activities Fair and the Fashion Show.

**8. New Business**

- Sheila suggested that a "Resource Magnet" be included in the City Newsletter/Magazine.
- The question was asked if minutes are taken at a Town Hall meeting.
    - Council member take notes?
- Stacey Rafferty from the County Health Department handed out a brochure "Seniors on the Go". She also provided information on the following:
    - Seniors (Health Department)
    - Health Department survey
    - County activities for seniors

**9. Commission Member Announcements**

- SAVE THE DATE: 5/16/25 – ITN Gateway at the Westport Conference Center
    - $40
- Sandy announced the May SCAC meeting may be her last since she is preparing to move to Ohio.
- Norm announced that the bonds on the April ballot are tax free ($90M).

**10. Public Comment**

- Stacey Rafferty (County Health Department) announced "Pop up Parks" currently in the works.
    - Working with County Parks & Recreation
    - PIO will communicate information
        - Facebook page and other social media
        - Event Brite
        - County Parks Magazine
        - Fliers at Senior Centers
- Stacey Rafferty also mentioned a nutrition class at MU Extension.

**11. Adjourn**

Althea West made a motion to adjourn at 11:07 a.m., Bill Wallace provided the second, and all present were in favor, motion passed.

*Prepared by Carla Bray* Sandy Johnson 5/13/25

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Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Public Works | **Department Contact:** | MAURA ZACKAVEC |
| **Vendor Name & NWS#:** | #201 - COE EQUIPMENT INC. | | |
| **Description/Purpose:** | PURCHASE OF TRUVAC (VACTOR) TRUCK | | |
| **Account #:** | 514-500-534-874-102 | | |
| **Project #:** | 25PWSWW003 | | |
| **Amount of this Routing:** | $ 481,227.99 | **Requisition #:** | 2025-0440 |
| **Contract Type:** | New Contract | **Cooperative** | Coop#: 101221-VTR |
| **Contract Term:** | 04/01/2025 - 12/31/2025 | **Renewal Options:** | N/A |
| **If Renewal or Amendment: C#** | | **Amendment #** | **Renewal #** |
| **Original Contract Value:** | $ 0.00 | **Total of Previous Amendments:** | $ 0.00 |
| **Total Contract Value:** | $ 481,227.99 | | |

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| JIM WRIGHT | DocuSigned by: Jim Wright BDF1C4B333C6492... 4/30/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann CA2B397B773142A... 5/1/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 25D56664397942C... 5/1/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 5/1/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 5/2/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

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**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/06/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):** ALL **Sponsor(s):** ALL

**Description:**
REQUEST FOR PURCHASE OF HYDRO-EXCAVATOR TRUCK AND DISPOSAL VIA TRADE-IN OF EXISTING TRUCK FROM COE EQUIPMENT.

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

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

**Summary:**
PURCHASE OF A NEW HYDRO-EXCAVATOR TRUCK AND DISPOSAL VIA TRADE IN OF THE EXISTING TRUCK. THIS IS COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #101221-VTR. THIS IS IN OUR 2025 CIP AS PROJECT 25PWSWW003 ($600,000)

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
**Fiscal Impact:** 481,227.99 **Select One** 2025-0440
**Account #:** 514-500-534-874-102

**Project #:** 25PWSWW003

RCA prepared by: MLZ Dept. Dir. DS Finance Dir. DS Dir. of Admin. DS

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**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 Coe Equipment, 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 and deliver One (1) Hydro-Excavator Truck with a New Western Star 49X Chassis in accordance with Vendor's Quote, a copy of which is attached and incorporated as Exhibit A. Pricing shall be in accordance with Sourcewell cooperative contract #101221-VTR.

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 Four Hundred Eighty-One Thousand Two Hundred Twenty-Seven Dollars and Ninety-Nine Cents ($481,227.99). This Contract Price includes trade-in of an 18-08V-17696 Vactor 21HXXPD12, as listed on Exhibit A.

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;

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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.

COE EQUIPMENT, INC.:

Signed by:
7A2AF4706EFE4A8...
4/30/2025
Date

By: Courtney Ostrowski President
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

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 5/1/2025
C5FB3E8A40BE40D...
Director of Finance Date

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# Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

TRUVAC™ by Vactor Mfg., Inc.



Presents a Proposal Summary
of the

## New TruVac HXX

for

## City of St Charles
## 2871 Elm Point Industrial Dr
## St Charles, MO 63301

Docusign Envelope ID: 9384FB0F-30C9-43C1-BD6F-41C1402587B6

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## About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over $500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 38 years, since 1986. Coe Equipment has four field technicians and four mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Matt Freeze, Territory Field Representative
Phone: 217-899-7300
Fax: 217-498-7205
Email: matt@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

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# Proposal Specifications

| Order Qty | Part Number | Description |
|---|---|---|
| 1 | 21HXXPD12-6176 | HXX PD 28" Vacuum 12 yd Debris 1200 Gal Water 6 176 CFM |
| 1 | H002STD | DigRight Technology |
| 1 | H011STD | Aluminum Fenders |
| 1 | H012STD | Mud Flaps |
| 1 | H015BSTD | Robuschi RBDV 145 Blower - 6176 CFM |
| 1 | H016STD | Sealed Electrical System |
| 1 | H017CSTD | Dual Cyclone Separator |
| 1 | H020STD | Double Acting Dump Hoist |
| 1 | H022STD | 2" Y-Strainer w/25' Fill Hose |
| 1 | H026STD | Exten Steel Debris Body |
| 1 | H040STD | Electronic Low Water Indicator |
| 1 | H047STD | Flat Rear Door w/Hyd Locks/Lift |
| 1 | H048STD | 8" ID Vacuum System |
| 1 | H049STD | Multi Flow System |
| 1 | H050STD | Handgun Kit 5gpm/10gpm |
| 1 | H051STD | 75' Retractable Handgun Reel |
| 1 | H055STD | Vacuum Relief |
| 1 | H056STD | Electronic Back-Up Alarm |
| 1 | H057STD | 3" Water Tank Drain |
| 1 | H058STD | 2-1/2" Cam-Lok Water Fill Fittings |
| 1 | H059STD | Control Panel Boom Control |
| 1 | H060STD | Circuit Breakers |
| 1 | H061STD | Tow Hooks -- Rear |
| 1 | H063STD | Hydrant Wrench/Tool Package |
| 1 | H067STD | Debris Body Deflectors |
| 1 | H068STD | S.S. Float Ball Shut Off |
| 1 | H069STD | Manual hand pump for boom hydraulic override |
| 1 | H080STD | Electronic Low Water Indicator |
| 1 | H101STD | 1200 Gallon Poly Water Tank |
| 1 | H1022STD | Rear Door Splash Shield |
| 1 | H1025STD | 8" Inspection Port W/Ladder |
| 1 | H1027STD | Removable Boom Turret Box |
| 1 | H102BSTD | 6" Rear Door Knife Valve w/Cam lock 3:00 position - Standard |
| 1 | H103STD | Control Cabinet Tool Box - 36w x 24h x 12d |
| 1 | H104STD | Water Pump Cabinet Tool Box - 50w x 30h x 30d |
| 1 | H105STD | Digging Lance Package |
| 1 | H106STD | 3 - Fixed Jet Nozzles |
| 1 | H107STD | 1 - Vactor Rotator Nozzle |
| 1 | H127STD | Grounding cable to tie debris body sub frame and chassis |
| 1 | H4011STD | Wireless Remote w/Pump Vac-Relief - Hand-held |
| 1 | H4015STD | QuietPak Sound System |
| 1 | H4017STD | Boom Out of Position Indicator/Alarm |
| 1 | H4019ASTD | ISO 46 Hydraulic Oil |
| 1 | H4020STD | Body Out of Position Indicator/Alarm |
| 1 | H6017STD | Hydraulic Tank Shutoff Valves |
| 1 | H8021STD | 8" Vacuum Tube Package w/8" Dig Tube |
| 1 | H9006STD | Hydroexcavating Digging Nozzles & Single Jet Spinner |
| 1 | H9025ASTD | Tool Tray Driver Side Subframe |
| 1 | H9025STD | Toolbox Passenger Side Subframe 104w x 24h x 22d |
| 1 | 512459A-30 | Standard Manual w/ Cloud Parts |
| 1 | CUSTHYDRO | Customer Supplied Chassis Modification Charge |
| 1 | H1015 | Folding Pipe Rack Curbside |

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| | | |
|---|---|---|
| 1 | H1015B | Folding Pipe Rack Rear Door |
| 1 | H1023/R49083 | Lube Manifold to be at or below 5' from ground; Truvac |
| 1 | H1023A | Laminated Lube Chart - Included |
| 1 | H1026 | Debris Body Vibrator Electric |
| 1 | H1030 | Sludge Pump Off-Load System- 4" |
| 1 | H2006 | Air Purge |
| 1 | H2021B | Water Heater 400 000 BTUs |
| 1 | H2021D | Glycol Heated and Foil-Backed Closed Cell Insulated Over Fender / Rear Right Hand Toolboxes |
| 1 | H2027 | Remote Mounted Heated Water Tank Drain Valve |
| 1 | H4004A | 7ft Telescoping Boom 320 deg. with Removable Turret Box |
| 1 | H4022A | Telescopic Boom Elbow Hard Hat Style |
| 1 | H5010C | Cold Weather Package 2 - Includes PTO Cold Weather Recirculator |
| 1 | H5017A | 20 GPM/3000 PSI Water System |
| 1 | H7004C | Front Station Control Second Operator Station Spring Retract Hose Reel Passenger Side |
| 1 | H8001M | Rear Directional Control LED Arrow stick |
| 1 | H8002A | Waterproof Rechargeable Wireless Handheld LED Spot Light w/12V Charger and Plug |
| 1 | H8004F | Rear Mounted LED Beacon Light w/ Limb Guard |
| 1 | H8004G | Front Mounted LED Beacon Light w/Limb Guard |
| 1 | H8011 | Work lights (2) Boom |
| 1 | H8015 | Work Zone Lighting (8) LED Lights |
| 1 | H9021 | Toolbox Passenger Side Behind Tandem 18w x 48h x 24d |
| 1 | H9022 | Water Tank Toolbox Driver Side |
| 1 | H9028A | Toolbox Driver Side Vertical Toolbox 36w x 52h X 30d Glycol heated and Insulated. |
| 1 | H9031B | Camera System Front Rear and Both Sides |
| 1 | LOGO-APPL. | TruVac Logos - Applied |
| 1 | R41236 | 14 Light Package, 14 Federal Signal Strobe Lights, LED (Amber/Green/White color) |
| 2 | 20022429 | Machette #10 |
| 1 | 20022456 | Machette #10 Rebuild Kit |
| 2 | 47367AO-30 | Hose Assembly, Hyd, ½" x 50' with quick couplings |
| 2 | 65297E-SP | HP Handgun Assembly |
| 1 | 35097-30 | Reducer Weldment, 8 in to 6 in |
| 1 | 509696-30 | 8" Dig Tube with Flange HDPE |
| 2 | 25262J-30 | Catch Basin/Tube Handle, 8 in. |
| 1 | 20022433 | Marksman #20 |
| 1 | 20021356 | Aqua-Rocket Pro - #10 (Blue) |
| 1 | 180-502 | Silencer 12.0 – Rotary Nozzle 12 GPM |
| 1 | CUSTOMER-WT | New Western Star 49X SBA 8X4, Cummins X15 565 HP, Allison 4500 RDS Automatic Transmission, 79,500 GVWR |

Module Paint Color – White

Cab Color - White

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## Total Delivered Price

| | |
|---|---|
| Unit Price: | $503,300.36 |
| New Western Star 49X Chassis Price: | $181,021.88 |
| Subtotal: | $684,322.23 |
| Less Sourcewell Discount Member #25812 Contract #101221-VTR Maturity Date: 11/29/2025: | -$16,653.45 |
| Subtotal: | $667,668.79 |
| Less Trade In (18-08V-17696 Vactor 21HXXPD12): | -$186,840.80 |
| Title, License and Document Fee: | $400.00 |
| Total: | $481,227.99 |

Price includes delivery and on-site operator training.
Tax, title and license are in addition to the unit price.
*Price valid for 15 days.*
Payment Terms: NET

Proposal Notes:

1. All prices quoted are in US Dollars unless otherwise noted.
2. Trade-in requires title, manual, standard accessories, and should be in good working order. Vacuum system, body, debris hoses and pipes must be clean and empty. Trade must pass state and DOT inspection.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

| | |
|---|---|
| _____ | Coe Equipment, Inc. |
| Customer | Company |
| _____ | Matt Freeze |
| Customer Representative | Company Representative |
| _____ | 4/16/2025 |
| Date | Date |

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# Appendix 1: Warranty and Literature

## LIMITED WARRANTY

**Limited Warranty.** Each TRUVAC machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

**STANDARD EXTENDED WARRANTIES (Total Warranty Duration)**

| | |
|---|---|
| **All Models** | 10 years against stainless steel water tank leakage due to corrosion.<br>3 years against aluminum water tank leakage due to corrosion.<br>Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship. |
| **All Models** | 5 years against leakage of debris body, centrifugal compressor or fan housing due to rust-through. |
| **ALL Models starting with 21-09X-XXXXX and beyond** | 2 year- Electrical & Electronics (excludes Chassis components) |

**Exclusive Remedy**. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructiions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

*NOTE* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

TRUVAC by Vactor Mfg., Inc.

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

9-1-2021

Docusign Envelope ID: 9384FB0F-30C9-43C1-BD6F-41C1402587B6

TRUVAC®
by Vactor Mfg., Inc.

# HXX

**MAXIMUM VERSATILITY**
Two debris body sizes, numerous axle configurations

**VACUUM SYSTEM CHOICES**
Wide range of types, flow and pressure ratings ratings available




**MAXIMUM STORAGE**
Multiple storage options for a variety of applications

**AIR AND HYDRO**
Multiple excavation options for all conditions

## DIGGING BIG. DIGGING DURABLE. DIGGING SMART.

This full-sized beast was developed from the ground up—literally. The HXX® is the result of years of vacuum excavation research, customer input, testing and industry experience. Created by Vactor® Manufacturing, Incorporated, no job is too big or too tough for this vacuum excavator to tackle.

## PROVEN PERFORMANCE, RUGGED CONSTRUCTION, MAXIMUM PAYLOADS. THIS TRUCK CAN:

- Meet all mid-sized and full-sized excavation needs
- Deliver maximum jobsite productivity
- Power jack hammers, tampers or other tools
- Tow mini-excavators, HDD drills or job supply trailers

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# HXX SPECS

| | |
|---|---|
| **BOOM** | 8″ vacuum system, extendable or telescopic to 22′ reach, 320° rotation |
| **CHASSIS** | Multiple options |
| **DEBRIS BODY** | 50° tilting 12 $yd^3$ or 15 $yd^3$ debris body |
| **VACUUM SYSTEM** | Positive displacement blower options rated at 18 in-HG/4970 cfm, 28 in-HG/5200 cfm, or 28 in-HG/6176 cfm, also available with two-stage centrifugal compressor |
| **WATER SYSTEM** | 10, 20, or 25 gpm at 2500 or 3000 psi water pump options with DigRight® technology |

## BACKED BY TRUVAC SUPPORT

It's not just our innovative technology and dependability that makes digging with TRUVAC® vacuum excavators the smart choice. We back up our vacuum excavators with an unrestrained commitment to quality and service. Dedication, responsiveness, personal care. They aren't words—they're our promise.



- *Parts and service centers coast-to-coast*
- *Dedicated training for equipment use, best practices and safe digging, and maintenance*
- *Rapid-response time ensures machines are back up and running*

**Coe Equipment Inc.**

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

Effective 6/21 P/N 300072-D

TRUVAC® by Vactor Mfg., Inc.

Docusign Envelope ID: 9384FB0F-30C9-43C1-BD6F-41C1402587B6

# Appendix 2: Chassis Specifications

Docusign Envelope ID: 9384FB0F-30C9-43C1-BD6F-41C1402587B6

**Prepared For :**
TPWL565A-2026 COE EQUIPMENT

**Prepared by:**
Sebastien Wodzinski
TRANSCHICAGO TRUCK GROUP
776 N. YORK STREET
ELMHURST, IL 60126
Phone :630 815 9100

# SPECIFICATION PROPOSAL

| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| **Vehicle Configuration** | | | | |
| 001-472 | WESTERN STAR 49X | 9,175 | 6,500 | $218,650.00 |
| 004-226 | 2026 MODEL YEAR SPECIFIED | | | STD |
| 002-004 | SET BACK AXLE - TRUCK | | | STD |
| 019-004 | STRAIGHT TRUCK PROVISION, NON-TOWING | | | STD |
| 003-001 | LH PRIMARY STEERING LOCATION | | | STD |
| **General Service** | | | | |
| AA1-002 | TRUCK CONFIGURATION | | | STD |
| AA6-002 | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | | STD |
| 99D-027 | EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR) | | | STD |
| A85-010 | UTILITY/REPAIR/MAINTENANCE SERVICE | | | N/C |
| A84-1UT | UTILITY BUSINESS SEGMENT | | | N/C |
| AA4-002 | LIQUID BULK COMMODITY | | | N/C |
| AA5-002 | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS | | | STD |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE | | | STD |
| AB5-001 | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | | STD |
| 995-1A5 | WESTERN STAR VOCATIONAL WARRANTY | | | STD |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD 20000.0 lbs | | | |

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Phone : 5555555555

**Prepared by:**
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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD 46000.0 lbs | | | |
| A67-99D | EXPECTED PUSHER AXLE(S) LOAD 11020.0 lbs | | | |
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY 77020.0 lbs | | | |
| **Truck Service** | | | | |
| AA3-034 | SEWER/INDUSTRIAL VACUUM BODY | | | N/C |
| AF3-1DN | VACTOR | | | N/C |
| **Engine** | | | | |
| 101-3A6 | CUM X15 565 HP @ 1900 RPM, 1900 GOV RPM, 1850 LB-FT @ 1000 RPM | 150 | 60 | $2,410.00 |
| **Electronic Parameters** | | | | |
| 79A-067 | 67 MPH ROAD SPEED LIMIT | | | N/C |
| 79B-000 | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT | | | N/C |
| 79K-007 | PTO MODE ENGINE RPM LIMIT - 1100 RPM | | | N/C |
| 79L-022 | PTO MODE PTO 1 THROTTLE OVERRIDE ENABLED | | | N/C |
| 79M-002 | PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED | | | N/C |
| 79P-004 | PTO RPM WITH CRUISE SET SWITCH - 900 RPM | | | N/C |
| 79Q-003 | PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM | | | N/C |
| 79S-001 | PTO MODE CANCEL VEHICLE SPEED - 5 MPH | | | N/C |
| 79U-007 | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND | | | N/C |
| 79V-001 | FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY | | | N/C |
| 79W-026 | CRUISE CONTROL BUTTON PTO CONTROL AND TWO REMOTE PTO SPEEDS | | | N/C |
| 79X-002 | PTO SPEED 1 SETTING - 750 RPM | | | N/C |
| 79Y-001 | PTO SPEED 2 SETTING - 900 RPM | | | N/C |

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|---|---|---|---|---|
| 80G-003 | PTO MINIMUM RPM - 750 | | | N/C |
| 80J-002 | REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | | N/C |
| 80L-004 | ENABLE DPF REGEN STAY WARM | | | N/C |
| 80S-014 | PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS | | | N/C |
| 80T-014 | PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS | | | N/C |
| **Engine Equipment** | | | | |
| 99C-024 | EPA 2010/GHG 2024 CONFIGURATION | | | STD |
| 13E-001 | STANDARD OIL PAN | | | N/C |
| 105-001 | ENGINE MOUNTED OIL CHECK AND FILL | | | STD |
| 014-116 | SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER | | | STD |
| 124-1D7 | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | -10 | | N/C |
| 292-222 | (3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES | | | STD |
| 290-1AC | PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB | | | STD |
| 282-013 | BATTERY BOX MOUNTED UNDER PASSENGER SEAT | | | STD |
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | | STD |
| 289-006 | PLASTIC BATTERY BOX COVER | | | STD |
| 293-058 | NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT | 2 | | $261.00 |
| 295-029 | POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 2 | | $118.00 |
| 306-015 | PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS | 2 | | N/C |
| 107-045 | CUMMINS NATURALLY ASPIRATED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | | N/C |

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|---|---|---|---|---|
| 152-041 | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | | STD |
| 128-004 | CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE | | | N/C |
| 016-1C2 | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE | | | STD |
| 28F-015 | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH | | | STD |
| 239-032 | 11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT | | | N/C |
| 233-017 | STANDARD CURVE BRIGHT UPPER STACK(S) | | | $122.00 |
| 237-1CR | RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP | | | STD |
| 23U-002 | 13 GALLON DIESEL EXHAUST FLUID TANK | 9 | 3 | ($187.00) |
| 23Z-005 | UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER | | | STD |
| 43X-001 | LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | | STD |
| 43Y-001 | STANDARD DIESEL EXHAUST FLUID TANK CAP | | | STD |
| 242-001 | STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD | | | STD |
| 273-059 | ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE | | | $246.00 |
| 276-002 | AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED | | | $10.00 |
| 122-1H3 | DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR | 10 | | N/C |
| 110-003 | CUMMINS SPIN ON FUEL FILTER | | | N/C |
| 118-001 | FULL FLOW OIL FILTER | | | STD |
| 266-108 | 1600 SQUARE INCH VOCATIONAL RADIATOR | 15 | | $783.00 |
| 103-036 | ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT | | | $18.00 |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | | STD |

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|---|---|---|---|---|
| 261-001 | STANDARD CHARGE AIR COOLER PLUMBING | | | STD |
| 270-016 | RADIATOR DRAIN VALVE | | | N/C |
| 173-014 | TRAILER HEATER PLUMBING FROM ENGINE TO BACK OF CAB WITH BALL SHUTOFF VALVES INSIDE RIGHT HAND RAIL | 32 | | $274.00 |
| 168-002 | LOWER RADIATOR GUARD | | | STD |
| 138-005 | PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER | 4 | | $30.00 |
| 166-005 | PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER | 4 | | $46.00 |
| 140-022 | CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR | | | $80.00 |
| 132-998 | NO AIR INTAKE WARMER | -10 | | STD |
| 155-055 | DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH | | | N/C |
| **Transmission** | | | | |
| 342-1M3 | ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 170 | 70 | $12,995.00 |
| **Transmission Equipment** | | | | |
| 343-323 | ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS | | | N/C |
| 84B-012 | ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES | | | N/C |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | | N/C |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | | N/C |
| 84E-000 | PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | N/C |
| 84F-000 | SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | N/C |
| 84G-000 | PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | N/C |

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|---|---|---|---|---|
| 84H-000 | SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | N/C |
| 84N-011 | NEUTRAL AT STOP ENABLED | | | $420.00 |
| 84M-001 | PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS | | | N/C |
| 353-076 | QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS | | | $200.00 |
| 34C-011 | ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR | | | $84.00 |
| 362-2JV | (2) CUSTOMER INSTALLED CHELSEA 281 SERIES PTO'S | | | N/C |
| 363-010 | PTO MOUNTING, LH SIDE AND TOP RH SIDE OF MAIN TRANSMISSION ALLISON | | | N/C |
| 341-018 | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN | | | STD |
| 345-003 | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED | | | $289.00 |
| 370-006 | WATER TO OIL TRANSMISSION COOLER | 15 | | N/C |
| 346-003 | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK | | | N/C |
| 377-800 | CUSTOMER FURNISHED AND INSTALLED SPLIT SHAFT PTO | | | N/C |
| 376-800 | CUSTOMER FURNISHED AND INSTALLED SPLIT SHAFT PTO CONTROLS | | | N/C |
| 35T-001 | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT) | | | N/C |
| **Front Axle and Equipment** | | | | |
| 400-1AC | MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE | 240 | | $2,250.00 |
| 418-060 | CONMET PRESET PLUS PREMIUM IRON FRONT HUBS | | | ($640.00) |
| 402-030 | MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | 10 | | ($278.00) |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING | | | STD |
| 419-023 | CONMET CAST IRON FRONT BRAKE DRUMS | | | $336.00 |
| 427-001 | FRONT BRAKE DUST SHIELDS | | | ($3.00) |

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|---|---|---|---|---|
| 409-006 | FRONT OIL SEALS | | | STD |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL | | | STD |
| 405-002 | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS | | | $115.00 |
| 536-105 | DUAL HIGH CAPACITY POWER STEERING GEARS, BENDIX 20-23K | 80 | | $1,747.00 |
| 534-003 | 4 QUART POWER STEERING RESERVOIR | | | N/C |
| 533-001 | OIL/AIR POWER STEERING COOLER | | | N/C |
| 40T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE | | | STD |
| **Front Suspension** | | | | |
| 620-006 | 20,000# FLAT LEAF FRONT SUSPENSION | 250 | | $425.00 |
| 619-002 | THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION | | | N/C |
| 410-998 | NO FRONT SHOCK ABSORBERS | -30 | | N/C |
| **Rear Axle and Equipment** | | | | |
| 420-103 | MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE | | 420 | $3,061.00 |
| 450-060 | CONMET PRESET PLUS PREMIUM IRON REAR HUBS | | 60 | ($1,448.00) |
| 421-430 | 4.30 REAR AXLE RATIO | | | N/C |
| 424-001 | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING | | | STD |
| 385-005 | JACKSHAFT, TEMPORARY DRIVELINE FOR CUSTOMER FURNISHED EQUIPMENT, TEMPORARILY INSTALLED FOR SHIPPING TO CUSTOMER/TEM | 40 | 40 | $963.00 |
| 386-075 | MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES | 80 | 80 | $353.00 |
| 388-073 | MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES | | | ($16.00) |
| 452-006 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES | | 30 | $1,317.00 |
| 878-023 | (1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE | | | N/C |

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|---|---|---|---|---|
| 87A-005 | INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH | | | N/C |
| 87B-008 | INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH | | | N/C |
| 423-019 | MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | | ($725.00) |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING | | | STD |
| 434-003 | STANDARD BRAKE CHAMBER LOCATION | | | STD |
| 451-023 | CONMET CAST IRON REAR BRAKE DRUMS | | | $723.00 |
| 425-002 | REAR BRAKE DUST SHIELDS | | 5 | $100.00 |
| 440-006 | REAR OIL SEALS | | | STD |
| 426-112 | WABCO TRISTOP-D LONGSTROKE 30/36 2-DRIVE AXLE SPRING PARKING CHAMBERS | | | ($35.00) |
| 428-003 | HALDEX AUTOMATIC REAR SLACK ADJUSTERS | | | $344.00 |
| 41T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE | | | STD |
| 42T-001 | STANDARD REAR AXLE BREATHER(S) | | | STD |
| **Rear Suspension** | | | | |
| 622-312 | HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION | | 115 | $4,306.00 |
| 621-108 | 9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT) | | | ($56.00) |
| 624-011 | 52 INCH AXLE SPACING | | 20 | $105.00 |
| 628-010 | HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN | | | N/C |
| 623-016 | STANDARD DUTY FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS | | | N/C |
| 625-008 | DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD | | 13 | $100.00 |
| 439-002 | REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) | | 40 | N/C |
| **Pusher / Tag Equipment** | | | | |
| 035-128 | HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION, FF1 AXLE | 660 | 660 | $9,182.00 |

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| 443-126 | HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE | | | N/C |
| 449-060 | CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS | | | N/C |
| 874-004 | (1) DASH SWITCH, (1) GAUGE AND (1) AIR PRESSURE REGULATOR INSIDE CAB | | | $43.00 |
| 87F-005 | LIFT AXLE WIRING, LIFT IN REVERSE, WITH LAST STATE RETENTION WITH IGNITION OFF | | | N/C |
| 896-007 | AIR PIPING FOR LIFTABLE PUSHER/TAG AXLE, CONTROLS MOUNTED INSIDE CAB | 10 | | ($105.00) |
| 456-1AE | HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | | N/C |
| 457-002 | NON-ASBESTOS PUSHER/TAG BRAKE LINING | | | N/C |
| 448-023 | CONMET CAST IRON PUSHER/TAG BRAKE DRUMS | | | N/C |
| 429-001 | PUSHER/TAG BRAKE DUST SHIELDS | | 5 | N/C |
| 442-016 | PUSHER/TAG OIL SEALS | | | N/C |
| 444-001 | VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL | | | N/C |
| 445-075 | HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS | | | N/C |
| 458-003 | HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS | | | N/C |
| 626-131 | HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION | | | N/C |
| 627-002 | 54 INCH AXLE SPACING PUSHER/TAG | | | N/C |
| **Brake System** | | | | |
| 490-1AV | WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH | | | ($73.00) |
| 871-001 | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES | | | STD |
| 432-014 | (2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG | | | N/C |
| 480-040 | WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE | | | STD |
| 483-004 | WABCO OIL COALESCING FILTER FOR AIR DRYER | | | STD |
| 479-012 | AIR DRYER MOUNTED UNDER HOOD | | | STD |

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| 460-040 | STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR TO OUTSIDE RAIL | 10 | 10 | $242.00 |
| 477-004 | PULL CABLES ON ALL AIR RESERVOIR(S) | | | STD |
| **Trailer Connections** | | | | |
| 310-998 | NO TRAILER ELECTRICAL CABLE | -10 | | STD |
| **Wheelbase & Frame** | | | | |
| 545-832 | 8325MM (328 INCH) WHEELBASE | | | N/C |
| 546-106 | 13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI | 1,120 | 410 | $3,100.00 |
| 547-037 | 0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT | 270 | 460 | $2,966.00 |
| 552-037 | 1775MM (70 INCH) REAR FRAME OVERHANG | | | N/C |
| 55W-006 | FRAME OVERHANG RANGE: 61 INCH TO 70 INCH | -40 | 130 | N/C |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 252.76 in | | | |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL 443.66 in | | | |
| ZF1-99D | FRAME HEIGHT TOP FRONT UNLADEN 44.35 in | | | |
| ZF2-99D | FRAME HEIGHT TOP FRONT LADEN 41.7 in | | | |
| ZF3-99D | FRAME HEIGHT TOP REAR UNLADEN 42.97 in | | | |
| ZF4-99D | FRAME HEIGHT TOP REAR LADEN 40.48 in | | | |
| 553-001 | SQUARE END OF FRAME | | | STD |
| 559-004 | HEAVY DUTY DUCTILE IRON ENGINE CROSSMEMBER | 50 | | $822.00 |
| 561-007 | HEAVY DUTY BACK OF TRANSMISSION CROSSMEMBER | 10 | | $315.00 |
| 562-001 | STANDARD MIDSHIP #1 CROSSMEMBER(S) | 10 | 10 | $95.00 |
| 572-001 | STANDARD REARMOST CROSSMEMBER | | | N/C |
| 565-001 | STANDARD SUSPENSION CROSSMEMBER | | 20 | N/C |
| 568-001 | STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER | | | $465.00 |

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STREATOR, IL 61364
UNITED STATES
Phone : 5555555555

**Prepared by:**
Sebastien Wodzinski
TRANSCHICAGO TRUCK GROUP
776 N. YORK STREET
ELMHURST, IL 60126
Phone :630 815 9100

| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| **Chassis Equipment** | | | | |
| 025-001 | UNPOLISHED ALUMINUM WST EQUIPMENT COVERS | | | STD |
| 6CF-010 | NEW CUSTOM FRAME LAYOUT<br>JUSTIN HACHENBERGER, 815-672-3171, JHACH ENBERGER@VACTOR.COM, | | | $1,400.00 |
| 674-998 | NO LH OR RH BACK OF CAB ACCESS | -10 | -10 | STD |
| 556-141 | POLISHED ALUMINUM 1/4 INCH VOCATIONAL BUMPER | -10 | | ($15.00) |
| 557-002 | LOOP STEP MOUNTED BELOW BUMPER | | | $60.00 |
| 586-015 | FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS | | | STD |
| 558-066 | REMOVABLE PROUD CENTERED FRONT TOW PIN | 50 | | $410.00 |
| 574-001 | BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | | STD |
| 551-034 | CLASS 10.9 THREADED METRIC FASTENERS | | | STD |
| 44Z-002 | EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE | | | STD |
| **Fuel Tanks** | | | | |
| 204-157 | 110 GALLON/416 LITER ALUMINUM FUEL TANK - LH | 15 | | $688.00 |
| 218-006 | 25 INCH DIAMETER FUEL TANK(S) | | | STD |
| 215-007 | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS | | | $155.00 |
| 212-007 | FUEL TANK(S) FORWARD | | | STD |
| 664-001 | PLAIN STEP FINISH | | | STD |
| 205-001 | FUEL TANK CAP(S) | | | STD |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM | | | STD |
| 20E-004 | AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK | | | $19.00 |
| 202-016 | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE | | | STD |
| 221-009 | FUEL COOLER MOUNTED RIGHT HAND IN RAIL | | | $358.00 |

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|---|---|---|---|---|
| **Tires** | | | | |
| 093-1XF | BRIDGESTONE M864 425/65R22.5 20PLY RADIAL FRONT TIRES | 158 | | $1,406.00 |
| 094-14G | BRIDGESTONE R213 ECOPIA 11R22.5 16 PLY RADIAL REAR TIRES | | 24 | $296.00 |
| 095-13F | CONTINENTAL HS3+ ECO PLUS 295/75R22.5 16 PLY RADIAL PUSHER/TAG TIRES | | 8 | $1,586.00 |
| **Wheels** | | | | |
| 502-1H5 | ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS | -8 | | $388.00 |
| 505-766 | ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS | | -248 | STD |
| 509-766 | ALCOA ULA18X 22.5X8.25 5.81 INSET 10-HUB PILOT ALUMINUM DISC PUSHER/TAG WHEELS | | -62 | $728.00 |
| 524-054 | DURA-BLACK (BOTH SIDES) FRONT WHEELS | | | $428.00 |
| 525-054 | DURA-BLACK (BOTH SIDES) OUTER ONLY REAR WHEELS | | | $856.00 |
| 526-056 | DURA-BLACK (BOTH SIDES) PUSHER/TAG WHEELS (SINGLE WHEEL) | | | $474.00 |
| 50T-018 | ALCOA DURA-BLACK FRONT HUB COVERS | | | $67.00 |
| 50U-018 | ALCOA DURA-BLACK REAR HUB COVERS | | 5 | $134.00 |
| 50X-018 | ALCOA DURA-BLACK PUSHER/TAG HUB COVERS | | | $67.00 |
| 496-011 | FRONT WHEEL MOUNTING NUTS | | | STD |
| 497-011 | REAR WHEEL MOUNTING NUTS | | | STD |
| 495-011 | PUSHER/TAG WHEEL MTG NUTS | | | N/C |
| 498-011 | NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES | | | $68.00 |
| **Cab Exterior** | | | | |
| 829-116 | 121 INCH BBC ALUMINUM CONVENTIONAL CAB | | | STD |
| 82A-028 | STAINLESS STEEL CAB ACCENT MOLDING | | | STD |
| 667-001 | FRONT FENDERS | | | STD |
| 754-017 | BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS | 10 | | $115.00 |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 678-066 | INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES | | | STD |
| 65X-010 | BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS | | | STD |
| 640-016 | X-SERIES STEEL REINFORCED ALUMINUM CAB | | | STD |
| 644-048 | X-SERIES VOCATIONAL HOOD | | | STD |
| 67U-001 | HOOD OPENING ASSIST WITH LOCKING STRUT | | | STD |
| 652-016 | WESTERN STAR NAMEPLATES | | | STD |
| 727-012 | DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS | | | STD |
| 726-002 | DUAL ELECTRIC HORNS | | | $12.00 |
| 575-001 | REAR LICENSE PLATE MOUNT END OF FRAME | | | STD |
| 312-095 | DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM | | | STD |
| 302-073 | VISOR MOUNTED LED MARKER LIGHTS | | | N/C |
| 311-019 | HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS | | | $21.00 |
| 294-1AU | INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL | | | ($27.00) |
| 300-043 | LED SIDE TURN SIGNAL | | | STD |
| 744-106 | C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR | | | STD |
| 796-001 | 102 INCH EQUIPMENT WIDTH | | | STD |
| 743-209 | LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS | | | STD |
| 74A-001 | RH DOWN VIEW MIRROR | | | STD |
| 74B-113 | RH AND LH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRRORS WITH BLACK MOUNTING ARM | 8 | | $278.00 |
| 729-001 | STANDARD SIDE/REAR REFLECTORS | | | STD |
| 677-098 | UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 275-061 | PARK BRAKE REMINDER WARNING SYSTEM | | | $3.00 |
| 776-998 | NO SLEEPER VENT | -10 | | STD |
| 764-020 | STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS | 16 | | $538.00 |
| 768-064 | SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH | -10 | | STD |
| 663-019 | 1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD | | | STD |
| 659-006 | 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR | | | STD |
| **Cab Interior** | | | | |
| 055-016 | X-SERIES PREMIUM INTERIOR TRIM LEVEL PACKAGE | | | N/C |
| 707-1C4 | CHARCOAL BLACK VINYL UP LEVEL INTERIOR | | | $186.00 |
| 70K-017 | CARBON WITH PREMIUM TEAK ACCENT | | | $87.00 |
| 772-035 | BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION | | | $126.00 |
| 785-032 | (1) DASH MOUNTED POWER OUTLETS AND (1) DUAL USB CHARGING OUTPUT | | | $23.00 |
| 691-001 | FORWARD ROOF MOUNTED CONSOLE | | | STD |
| 693-019 | LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS | | | STD |
| 741-015 | (2) COAT HOOKS ON BACKWALL OF CAB | | | STD |
| 745-998 | NO UPPER BUNK | -50 | -50 | STD |
| 738-021 | DIGITAL ALARM CLOCK IN DRIVER DISPLAY | | | STD |
| 742-028 | THERMOS HOLDER INBOARD OF DRIVER SEAT | | | $3.00 |
| 170-045 | STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY | | | $19.00 |
| 698-001 | RADIATOR MOUNTED AIR CONDITIONER CONDENSER | | | STD |
| 739-034 | PREMIUM INSULATION | | | $83.00 |
| 324-1B2 | PREMIUM LED CAB LIGHTING | | | $130.00 |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 787-004 | REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS | 2 | | STD |
| 657-001 | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME | | | STD |
| 78G-004 | KEY QUANTITY OF 4 | | | $18.00 |
| 655-028 | LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION | | | STD |
| 64C-002 | BRIGHT DOOR HANDLES | | | $11.00 |
| 740-998 | NO MATTRESS | -20 | -15 | STD |
| 756-1J7 | ELITE 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT W/2 AIR LUMBAR,ACTIVE BOLSTER,INTEGRATED CUSHION EXTENSION, TILT,ADJUSTABLE SHOCK, MAP POCKET, HEAT & VENTILATION | 30 | | $355.00 |
| 760-294 | BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT | | | STD |
| 757-001 | BLACK SUSPENSION COVER FOR AIR DRIVER SEAT | 2 | | $50.00 |
| 759-009 | INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST | 2 | | ($32.00) |
| 758-135 | BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO | | | STD |
| 761-138 | BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO | | | STD |
| 763-1AA | 3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS | | | STD |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | | | STD |
| 540-070 | 4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS | | | $129.00 |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS | | | STD |

## Instruments & Controls

| | | | | |
|---|---|---|---|---|
| 185-004 | STANDARD FOOT PEDAL SYSTEM | | | STD |
| 106-002 | ELECTRONIC ACCELERATOR CONTROL | | | ($51.00) |
| 87L-001 | ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK | | | N/C |
| 870-002 | BRIGHT ARGENT FINISH GAUGE BEZELS | | | $29.00 |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 734-018 | STANDARD CENTER INSTRUMENT PANEL | | | STD |
| 840-001 | DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE | | | STD |
| 198-003 | DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS | 2 | | $25.00 |
| 721-001 | 97 DB BACKUP ALARM | | 3 | $34.00 |
| 149-015 | ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES | | | STD |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY | | | STD |
| 811-044 | PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY | | | STD |
| 81B-003 | DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY | | | STD |
| 160-045 | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH | | | STD |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE | | | STD |
| 148-073 | ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE | | | $134.00 |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | | STD |
| 854-001 | ENGINE OIL TEMPERATURE GAUGE | | | STD |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE | | | STD |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE | | | STD |
| 867-004 | ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER | | | STD |
| 830-017 | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY | | | STD |
| 372-123 | PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE | | | STD |
| 736-998 | NO OBSTACLE DETECTION SYSTEM | | | ($4,324.00) |
| 73K-998 | NO SIDE OBJECT DETECTION SYSTEM | | | STD |
| 72J-998 | NO DR ASSIST SYSTEM | | | ($32.00) |

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|---|---|---|---|---|
| 49B-998 | NO VEHICLE STABILITY ADVISOR OR CONTROL | | | ($354.00) |
| 73B-998 | NO LANE DEPARTURE WARNING SYSTEM | | | ($1,080.00) |
| 35M-010 | 1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC) | 10 | | $735.00 |
| 6TS-009 | (2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL (1) CENTER OF BACKWALL/PASSENGER SIDE BAGGAGE COMPARTMENT | | | $45.00 |
| 1U1-002 | TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE | | | $32.00 |
| 746-135 | AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939 | | | N/C |
| 747-001 | DASH MOUNTED RADIO | | | STD |
| 750-041 | STANDARD SPEAKER SYSTEM | | | STD |
| 753-998 | NO AM/FM RADIO ANTENNA | | | ($11.00) |
| 748-006 | POWER AND GROUND WIRING PROVISION OVERHEAD | | | STD |
| 749-001 | ROOF/OVERHEAD CONSOLE CB RADIO PROVISION | | | STD |
| 751-001 | SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO | | | STD |
| 752-002 | CB ANTENNA BRACKET AND LEAD LH MIRROR MOUNTED, NO ANTENNA | | | ($16.00) |
| 75W-001 | HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS | | | $75.00 |
| 78C-003 | INTEROPERABLE SDAR ANTENNA | | | STD |
| 810-027 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER | | | STD |
| 812-032 | ELECTRONIC 2500 RPM TACHOMETER | | | STD |
| 813-1C8 | DETROIT CONNECT PLATFORM HARDWARE | | | STD |
| 8D1-315 | 5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES | | | N/C |
| 162-002 | IGNITION SWITCH CONTROLLED ENGINE STOP | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 81Y-005 | PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY | | | STD |
| 842-006 | DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY | | | STD |
| 836-015 | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY | | | STD |
| 304-030 | ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS | | | N/C |
| 882-009 | ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | | ($45.00) |
| 299-020 | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT | | | STD |
| 48H-004 | QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS | | | $96.00 |
| 48C-004 | QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS | | | $46.00 |
| **Design** | | | | |
| 065-000 | PAINT: ONE SOLID COLOR | | | STD |
| **Color** | | | | |
| 980-5F6 | CAB COLOR A: L0006EY WHITE ELITE EY | | | STD |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT | | | STD |
| **Certification / Compliance** | | | | |
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS | | | STD |
| **Secondary Factory Options** | | | | |
| 999-047 | JACKSHAFT ASSEMBLIES ARE FOR TEMPORARY USE AND SHOULD ONLY BE USED FOR SHIPPING TO THE CUSTOMER/BODY BUILDER<br>DLR ADVSD&ACCPTS TRMS OF PIL #395;SPD OF LD VEH LMTD TO 5MPH WHEN LIFT AXLE RSD | | | N/C |

## TOTAL VEHICLE SUMMARY

**Adjusted List Price**

| | |
|---|---|
| Adjusted List Price ** | $ 273,984.00 |

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## Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|---|---|---|---|
| Factory Weight+ | 12517 lbs | 8816 lbs | 21333 lbs |
| Total Weight+ | 12517 lbs | 8816 lbs | 21333 lbs |

## ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

### Other Factory Charges

| | | |
|---|---|---|
| PMV-024 | GHG24 SURCHARGE - CUMMINS | $1,686.00 |
| R26-001 | MY26 ESCALATOR | $4,750.00 |
| RAG-020 | CUMMINS TARIFF CHARGE - $205 | $205.00 |
| RD1-315 | 5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES | N/C |
| P73-2WS | STANDARD DESTINATION CHARGE | $3,375.00 |

### Extended Warranty

| | | |
|---|---|---|
| WAG-075 | TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $750 CAP FEX APPLIES | $460.00 |

| | |
|---|---|
| Currency Exchange Rate | 1.0000 |
| Total Extended Warranty (local Currency) | $ 460.00 |

(+) Weights Shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc… "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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# Appendix 3: Repurchase Agreement

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# Repurchase Agreement*

Repurchase value after six (6) years of service**: $288,081.53

Repurchase value after seven (7) years of service: $256,072.47

Repurchase value after nine (9) years of service: $192,054.35

If, after a period of six (6), seven (7), or nine (9) years from the date of initial service, the City of St. Charles, MO elects to sell the machine back to Bidder, Bidder guarantees that he will tender, in cash or check, without condition of an offsetting purchase, a minimum amount equal to that set forth on the appropriate line above. The City of St. Charles, MO is to submit to the Bidder a 30-day written notice of its desire to exercise the repurchase option.

The City of St. Charles, MO intends to purchase the equipment and may elect to sell the machine, at its sole discretion, or may retain it or trade it to any other entity, at any time, or dispose of it as the City sees fit. This Repurchase Agreement does not require the City to give the Bidder the right of first refusal when the City removes the equipment from its fleet.

The City of St. Charles, MO understands and agrees that the Repurchase Agreement is not transferrable to any other owner of the equipment. In the event of change of ownership before the expiration of the Repurchase Agreement term, the Repurchase Agreement shall be null and void.

*NOTE: Machine must be maintained with OEM parts and must include all accessories and options as originally bid and delivered. Must pass Federal D.O.T. inspections.

**Repurchase prices are based on purchase price, Sourcewell discount, accessories, training, delivery, and freight.

Docusign Envelope ID: 9384FB0F-30C9-43C1-BD6F-41C1402587B6

# Appendix 4: Title Paperwork Information

Docusign Envelope ID: 9384FB0F-30C9-43C1-BD6F-41C1402587B6

# Coe Equipment Inc.

## Delivery Information

*Please complete this form and return it with your signed proposal. Questions? Call Brittany at 217-498-7200.*

### Billing Information:

Name: _____ *Who is the best person to contact regarding billing?*

Street: _____ Contact Name: _____

City: _____ Contact Phone: _____

State: _____ Contact Email: _____

Zip: _____

### Title Information: *Must be a physical address.*

Name: _____ *Who is the best person to contact regarding title work?*

Street: _____ Contact Name: _____

City: _____ Contact Phone: _____

State: _____ Contact Email: _____

Zip: _____

### Title Mailing Information: *Where would you like your title to be mailed?* ☐ Same address as above.

Name: _____

Street: _____

City, State Zip: _____

### Lein Holder Information: *Will there be a lein holder?* ☐ Yes ☐ No

Company Name: _____ Street: _____

Contact Name: _____ City: _____

Contact Email: _____ State: _____

Contact Phone: _____ Zip: _____

### Plate Information: *What type of plates do you need?*

Plate Type: ☐ Municipal ☐ Regular ☐ Mileage (need bond) ☐ Apportioned

## Certificate Of Completion

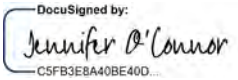
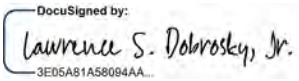
Envelope Id: 9384FB0F-30C9-43C1-BD6F-41C1402587B6
Status: Sent
Subject: Please DocuSign: Coe Equipment - TrueVac.pdf
Source Envelope:
Document Pages: 37
Signatures: 7
Certificate Pages: 6
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 10.101.81.73

## Record Tracking

Status: Original
4/30/2025 8:37:13 AM
Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Courtney Ostrowski<br>Brittany@coe-equipment.com<br>President<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 4/30/2025 10:47:03 AM<br>ID: 4a55b973-7bc2-4c6f-b737-09fa28d9e760 | Signed by:<br>7A2AF4706EFE4A8...<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 98.97.6.128<br>Signed using mobile | Sent: 4/30/2025 8:41:05 AM<br>Resent: 4/30/2025 8:55:05 AM<br>Viewed: 4/30/2025 10:47:03 AM<br>Signed: 4/30/2025 10:47:48 AM |
| Jim Wright<br>jim.wright@stcharlescitymo.gov<br>Director of Public Works<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>BDF1C4B553C8492...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 24.217.137.199 | Sent: 4/30/2025 10:47:50 AM<br>Viewed: 4/30/2025 1:33:57 PM<br>Signed: 4/30/2025 1:34:12 PM |
| Willie Hantack<br>William.Hantack@stcharlescitymo.gov<br>Audit & Accounting Manager<br>City of Saint Charles, MO<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 4/30/2025 1:34:16 PM<br>Viewed: 5/1/2025 7:55:59 AM<br>Signed: 5/1/2025 7:58:31 AM |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>CA2B397B773142A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/1/2025 7:58:35 AM<br>Viewed: 5/1/2025 8:14:33 AM<br>Signed: 5/1/2025 8:25:06 AM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/1/2025 8:25:09 AM<br>Viewed: 5/1/2025 8:53:30 AM<br>Signed: 5/1/2025 8:55:43 AM |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign |  <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 24.171.100.32 | Sent: 5/1/2025 8:55:45 AM<br>Viewed: 5/1/2025 9:31:12 AM<br>Signed: 5/1/2025 9:31:25 AM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/1/2025 9:31:28 AM<br>Viewed: 5/1/2025 9:32:25 AM<br>Signed: 5/1/2025 9:32:44 AM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Admnistion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/1/2025 9:32:48 AM<br>Viewed: 5/2/2025 10:15:24 AM<br>Signed: 5/2/2025 10:15:38 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/2/2025 10:15:41 AM<br>Viewed: 5/2/2025 10:26:59 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| City Clerk - Assign Contract # | | |
| Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/1/2025 9:32:47 AM<br>Viewed: 5/1/2025 9:44:57 AM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| John Phillips<br>john.phillips@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 4/30/2025 8:41:06 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

## 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.

### Getting paper copies

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@stcharlescitymo.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@stcharlescitymo.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@stcharlescitymo.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@stcharlescitymo.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.

Docusign Envelope ID: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA

Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Fire | **Department Contact:** | Joe Gragnani/Brijette Struyk |
| **Vendor Name & NWS#:** | 13033 Joe Goddard Enterprises, LLC | | |
| **Description/Purpose:** | Purchase and Installation of Storm Warning Sirens | | |
| **Account #:** | 410-140-401-874-199 | | |
| **Project #:** | 25PSFIR13 | | |
| **Amount of this Routing:** | $ 121,550.71 | **Requisition #:** | 2025-00000465 |
| **Contract Type:** | New Contract | **Select One** | Coop#: |
| **Contract Term:** | | **Renewal Options:** | |
| **If Renewal or Amendment: C#** | | **Amendment #** | **Renewal #** |
| **Original Contract Value:** | $ | **Total of Previous Amendments:** | $ |
| **Total Contract Value:** | $ 121,550.71 | | |

Initial BS

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Joe Gragnani | Signed by: Joe Gragnani 4/30/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann 4/30/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 4/30/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor 4/30/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 4/30/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** _____

# Request for Council Action

**Ward(s):** ALL **Sponsor(s):** COUNCIL HOLLANDER, WEST & MITCHELL

**Description:**

Authorization to enter into agreement with Joe Goddard Enterprises, LLC to replace three (3) Storm Warning Sirens in an amount not to exceed $121,550.71

| | | |
|---|---|---|
| **Contract Extension/Renewal:** | **Yes** ☐ | **No** ☑ |
| **Information Paper Attached:** | **Yes** ☑ | **No** ☐ |

| | | |
|---|---|---|
| **Staff Recommendation:** | **Approve** ☑ | **Disapprove** ☐ |
| **Board/Committee/Commission Recommendation:** | **Approve** ☐ | **Disapprove** ☐ |

**Summary:**

The Fire Department would like to purchase 3 replacement Storm Warning Sirens under TIPS cooperative contract #220105 with Goddard Enterprises, LLC

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

**Fiscal Impact:** 121,550.71 **Select One** 2025-00000465

**Account #:** 410-140-401-874-199

**Project #:** 25PSFIR13

RCA prepared by: JG Dept. Dir. JG Finance Dir. NB Dir. of Admin. LSD

Docusign Envelope ID: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA

# CONTRACT AGREEMENT

This Contract Agreement, by and between **Joe Goddard Enterprises, LLC**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner". This Contract Agreement shall be effective on the final date of signature set forth below.

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **Replacement of Storm Warning Sirens**, as outlined in Contractor's Quote number 1243 dated April 11, 2025, a copy of which is attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed within thirty (30) days of Notice to Proceed.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **One Hundred Twenty-One Thousand Five Hundred Fifty Dollars and Seventy-One Cents ($121,550.71)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract. All pricing shall be in accordance with TIPS cooperative contract #220105.

ARTICLE 4. Acceptance and Final Payment: Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Representative shall promptly make such inspection, and when the work is deemed acceptable under the Contract and the Contract fully performed, a final certificate with the City Representative's signature shall be issued, stating that the work provided for in this Contract has been completed and is accepted by the City's Representative under the terms and conditions thereof, and the entire balance found to be due the Contractor shall be paid to the Contractor within thirty (30) calendar days after the date of said final certificates.

Before issuance of the final certificates the Contractor shall submit evidence satisfactory to the City Representatives that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The holding and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, faulty work appearing after final payment or from requirements of the specifications and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Representative so certifies, the Owner shall upon certificate of the City Representative, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5. The Contract Documents: The information for and instruction to bidders, proposal, the bonds, and the specifications together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 6. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #31, 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.

Docusign Envelope ID: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA



ARTICLE 7. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage and material defects.

ARTICLE 8. Laws and Ordinances: Contractor shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

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.

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 $2,500 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.

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.

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. 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.

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

Docusign Envelope ID: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA



a penalty of $500 per day until the notices required by this section are posted as required by statute.

ARTICLE 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.

ARTICLE 10. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, 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 agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

ARTICLE 11. Notwithstanding any other provision of the Contract to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and is authorized to disclose records that are responsive to a valid request for such records pursuant to such statutes without additional advanced notice or disclosure to Contractor.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date last below written.

JOE GODDARD ENTERPRISES, LLC:

4/24/25
Date

James Goddard Owner
(Print Name & Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

City Clerk Date

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 4/30/2025
C5FB3E8A40BE40D...
Director of Finance Date

Docusign Envelope ID: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA

GODDARD ENTERPRISES
MASS NOTIFICATION SYSTEMS

**Prepared for St Charles Mo**
To Brian Strubberg
Email brian.strubberg@stcharlescitymo.gov

**Prepared by Courtney Goddard**
Office Manager

Joe Goddard Enterprises
Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034
Phone 405-830-9057 Website www.goddardenterprises.net

Quote Number 1243 Date April 11, 2025 Expiry Date May 21, 2025

# St Charles, Missouri TIPS Pricing 4/11/25

### Pricing Provided by TIPS USA!

Please issue all TIPS purchase orders to Joe Goddard Enterprises, LLC
Issue all TIPS purchase orders to:
• andy@goddardenterprises.net
• Office@goddardenterprises.net

Participation Fees and Reporting of Sales
• Goddard Enterprises will report all sales on behalf of Vendor.
• Goddard Enterprises will facilitate and pay administration fees on behalf of Vendor.

TIPS Contract Information
Contract Number: #220105 - Federal Signal Corp - Awarded TIPS Vendor
Goddard Enterprises is an Authorized Reseller of TIPS contract #220105

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative offering competitively solicited contracts to education government and nonprofit agencies, saving them both time and money. TIPS provides a proven, streamlined process that eliminates the purchasing stress for Members. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas. The benefits of using TIPS are available to Education, Government and Non-Profit Agencies

Becoming a member is free and easy!
• Membership Information: https://www.tips-usa.com/membership.cfm
• FAQ: https://www.tips-usa.com/faq.cfm
• About TIPS: https://www.youtube.com/watch?v=kZdD9-VyhxY

2001-130
**2001-130 High Powered Outdoor Siren**

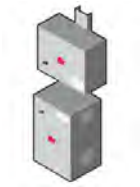
The Federal Signal 2001-130 siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.



12,589.00
x 3
20% discount
30,213.60

DCFCTBDH
**Two Way Siren Controller**

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified



11,084.63
x 3
20% discount
26,603.11

AMB-P
**Antenna Mounting Bracket**

Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.

186.75
x 3
20% discount
448.20

PVS240w-48
**Federal signal 48 volt solar kit**

Federal signal solar panel set with mounting hardware. 240 watt 48 volt DC

4,792.50
x 3
20% discount
11,502.00

OMNI-BVH-XX
**Two-Way Antenna Kit**
**150-168 Mhz**

OMNI-B series antennas can be used with all Federal Signal radio controlled siren products. The robust low profile design can withstand high wind loads and harsh environments. Each model covers a broad range of frequencies without tuning.





562.50
x 3
20% discount
1,350.00

SC3-WHE
**CentrAlert SC3-WHE**

CentrAlert Siren Controller, Included dynamic AC/DC detection for rotate command

1,977.78
x 3
5,933.34

| | |
|---|---|
| Wooden Pole<br>**Wooden Pole**<br>50' Class II Wooden Pole<br>  | 1,450.00<br>x 3<br>4,350.00 |
| Subtotal | 80,400.25 |

### Turnkey System Install

Goddard Enterprises crew for build out and installation of warning siren. All building supplies provided by Goddard Enterprises. All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises unless otherwise agreed upon.

### Digging and Removal Clause

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging. Sites that are unable to be removed using standard service equipment will incur additional charges upon removal. Areas of excavations where utilities are present may require hydrovac technology and will incur additional charges.

| | |
|---|---|
| Optimization and Configuration<br>**Optimization and Configuration**<br>Finalize setup and configuration of installed system.<br>Interface units with Whelen encoder located at St Charles county<br>• (3) days of Optimization and Configuration | 2,584.62<br>x 1<br>2,584.62 |
| Installation - Siren Tech II (Journeyman)<br>**Installation - Siren Tech II (Journeyman)**<br>• (8) hour work day per site install and removal<br>• (3) Installation - Siren Tech II (Journeyman)<br>  | 160.71<br>x 40<br>6,428.40 |
| Installation-siren Tech II<br>**Installation - Siren Tech II (Journeyman)**<br>• (8) hour work day per site install and removal<br>• (3) Installation - Siren Tech II (Journeyman)<br>  | 160.71<br>x 40<br>6,428.40 |

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| | |
|---|---|
| Bucket Truck with Operator<br>**Bucket Truck with Operator**<br>Installation - Bucket Truck with Operator<br>• (8) hour work day per site install and removal<br>• (3) Installation - Siren Tech II (Journeyman)<br>  | 250.00<br>x 41<br>10,250.00 |
| Digger Derrick with Operator<br>**Digger Derrick with Operator**<br>Installation - Digger Derrick with Operator<br>• (8) hour work day per site install and removal<br>• (3) Installation - Derick Operator<br>  | 275.00<br>x 35<br>9,625.00 |
| Removal<br>**Remove Old siren, pole and related equipment.**<br>Remove old equipment<br>Drop poles in city yard<br>Disposal of all old equipment | 744.68<br>x 3<br>2,234.04 |
| Subtotal | 37,550.46 |
| Shipping & Handling<br>**Shipping & Handling**<br>Shipping & Handling | 3,600.00<br>x 1<br>3,600.00 |
| Subtotal, includes discount of 17,529.23 | 121,550.71 |
| **Total** | **$121,550.71** |

Docusign Envelope ID: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA

## Terms & Conditions

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the customer regarding project requirements, needs, and wants. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the customer will be notified. Estimate valid for 30 days unless otherwise indicated.

Goddard Enterprises reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us.

Prices are subject to change and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted. The cost of any equipment within this estimate exceeding $30,000 will be due at time of shipment unless otherwise arranged with Goddard Enterprises.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

This quotation/proposal and any files or attachments transmitted with it contain Information that is confidential and privileged. This document may contain information that is intended only for the use of the individual(s) and entity(ies) to whom it is addressed. If you are the intended recipient, further disclosures are prohibited without proper authorization from Goddard Enterprises. If you are not the intended recipient, any disclosure, copying, printing, or use of this information is strictly prohibited and possibly a violation of federal or state law and regulations. If you have received this information in error, please delete it and call 405-282-1978 immediately.

You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

## Certificate Of Completion

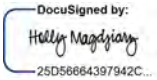
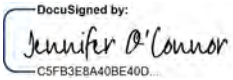
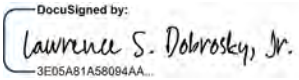
Envelope Id: F4A9F7FF-9DA0-4582-9837-02AC009DC6BA
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf: Joe Goddard Storm Warning Sirens
Source Envelope:
Document Pages: 10
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Brijette Struyk
200 N Second St
Saint Charles, MO, MO 63301
brijette.struyk@stcharlescitymo.gov
IP Address: 10.101.81.73

## Record Tracking

Status: Original
4/30/2025 10:57:47 AM
Holder: Brijette Struyk
brijette.struyk@stcharlescitymo.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Joe Gragnani<br>joe.gragnani@stcharlescitymo.gov<br>Deputy Fire Chief<br>City of Saint Charles MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>Joe Gragnani<br>6F096990698F4C2...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 137.26.59.50<br>Signed using mobile | Sent: 4/30/2025 11:04:22 AM<br>Viewed: 4/30/2025 12:36:42 PM<br>Signed: 4/30/2025 12:36:50 PM |
| Brijette Struyk<br>brijette.struyk@stcharlescitymo.gov<br>Senior Financial Analyst - Fire<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Initial<br>BS<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 4/30/2025 12:36:51 PM<br>Viewed: 4/30/2025 12:54:52 PM<br>Signed: 4/30/2025 2:03:28 PM |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>Paul Feldmann<br>CA2B397B773142A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 4/30/2025 2:03:30 PM<br>Viewed: 4/30/2025 2:58:34 PM<br>Signed: 4/30/2025 3:04:12 PM |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>MAO<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 4/30/2025 3:04:14 PM<br>Viewed: 4/30/2025 3:11:07 PM<br>Signed: 4/30/2025 3:12:18 PM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>25D56664397942C...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 24.171.100.32 | Sent: 4/30/2025 3:12:21 PM<br>Viewed: 4/30/2025 3:59:47 PM<br>Signed: 4/30/2025 3:59:59 PM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>C5FB3E8A40BE40D...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.172.90<br>Signed using mobile | Sent: 4/30/2025 4:00:01 PM<br>Viewed: 4/30/2025 5:32:39 PM<br>Signed: 4/30/2025 5:32:57 PM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>3E05A81A58094AA...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.58.56.204 | Sent: 4/30/2025 5:33:00 PM<br>Viewed: 4/30/2025 9:36:30 PM<br>Signed: 4/30/2025 9:36:50 PM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 4/30/2025 9:36:52 PM<br>Viewed: 5/1/2025 8:27:24 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br><br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 4/30/2025 5:32:59 PM<br>Viewed: 5/1/2025 7:38:36 AM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 4/30/2025 11:04:22 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Engineering | **Department Contact:** | Dave Bauman/Grace C |
| **Vendor Name & NWS#:** | KOLB GRADING LLC / 6595 | | |
| **Description/Purpose:** | Authorization to enter into an agreement with Kolb Grading, LLC. for the Clark Street Storm Improvements in an amount not to exceed $5,468,100.83. | | |
| **Account #:** | 514-502-535-873-101 $751,558.91 / 514-502-535-873-106 $100,000.00 / 410-502-502-873-101 $344,890.78 / 420-502-502-873-101 $15,000.00 / 515-502-535-873-107 $207,593.52 / 401-502-502-872-101 (24ENG1) $985,406.33 | | |
| **Project #:** | 17STM17 | | |
| **Amount of this Routing:** | $ 5,468,100.83 | **Requisition #:** | 2025-466 |
| **Contract Type:** | New Contract | **N/A** | Coop#: |
| **Contract Term:** | TO COMPLETION | **Renewal Options:** | N/A |
| **If Renewal or Amendment: C#** | | **Amendment #** | **Renewal #** |
| **Original Contract Value:** | $ | **Total of Previous Amendments:** | $ |
| **Total Contract Value:** | $ 5,468,100.83 | | |

| | |
|---|---|
| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Dan Mann | DocuSigned by: Dan Mann 5/8/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann 5/12/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 5/12/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor 5/13/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 5/13/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #** _____

# Request for Council Action

**Ward(s):** 1 **Sponsor(s):** CONSENT AGENDA

**Description:**
Authorization to enter into an agreement with Kolb Grading, LLC. for the Clark Street Storm Sewer Improvements in an amount not to exceed $5,468,100.83.

| | | |
|---|---|---|
| **Contract Extension/Renewal:** | **Yes** ☐ | **No** ☑ |
| **Information Paper Attached:** | **Yes** ☑ | **No** ☐ |

| | | |
|---|---|---|
| **Staff Recommendation:** | **Approve** ☑ | **Disapprove** ☐ |
| **Board/Committee/Commission Recommendation:** | **Approve** ☐ | **Disapprove** ☐ |

**Summary:**

The Clark Street Storm Sewer Improvement Project will remove the existing storm sewer on Clark Street from Second Street to Riverside Drive and install an new larger storm sewer system including a new outfall structure to the Missouri River.
The City received four bids to construct the project. The bids were as follows:

**Kolb Grading: $5,468,100.83**
Gershenson: $6,038,085.00
Keelley: $8,005,717.02
Groundworks: $1,973,976.60

Groundworks did not submit a responsive and responsible bid so staff is recommending award of contract to Kolb Grading. The contractors bid, experience, & references have been reviewed by staff and found to be acceptable. Attached are the contract documents and bid documents.

**Staff Recommends Approval of this Agreement**

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

**Fiscal Impact:** 5,468,100.83 **Requisition #:** 2025-466

**Account #:** 514-502-535-873-101 $751,558.91 / 514-502-535-873-106 $100,000.00 / 410-502-502-873-101 $344,890.78 / 420-502-502-873-101 $15,000.00 / 515-502-535-873-107 $207,593.52 / 401-502-502-872-101 (24ENG1) $985,406.33 /517-502-535-873-110 $600,320.00 / 517-502-502-873-110 $2,463,331.29(non-bd)

**Project #:** 17STM17

RCA prepared by: DB/GC Dept. Dir. DS DM Finance Dir. DS MP Dir. of Admin. DS LSD

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

# Clark St. Storm Sewer Improvements



5/1/2025, 7:34:19 AM

1:2,062

Roadways

Parcels

City of St Charles

82711E107316N.sid
Red: Band_1
Green: Band_2
Blue: Band_3

77431E105996N.sid
Red: Band_1
Green: Band_2
Blue: Band_3

0 0.02 0.04 0.08 mi

0 0.03 0.06 0.12 km

Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA,

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

| Project: | Clark St. Storm Sewer Improvement Project |
|---|---|
| Federal Project No: | N/A |
| City of St. Charles Project No: | 17STM17 |
| Date: | 4/3/2025 |

| | | | | | Engineer's Estimate | | Kolb Grading, LLC | | Gershenson | | Kelley | | Groundworks | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT COST | COST | UNIT COST | COST | UNIT COST | COST | UNIT COST | COST | UNIT COST | COST |
| | | ROADWAY | | | | | | | | | | | | |
| 201-20.10 | 1 | CLEARING & GRUBBING | 1.00 | LS | $20,000.00 | $20,000.00 | $13,137.72 | $13,137.72 | $45,000.00 | $45,000.00 | $40,516.11 | $40,516.11 | $20,000.00 | $20,000.00 |
| | 2 | REMOVAL OF IMPROVEMENTS | 1.00 | LS | $121,000.00 | $121,000.00 | $53,175.86 | $53,175.86 | $75,000.00 | $75,000.00 | $130,649.63 | $130,649.63 | $30,000.00 | $30,000.00 |
| | 3 | SELECT GRANULAR BACKFILL | 7,002.00 | CY | $55.00 | $385,110.00 | $36.84 | $257,953.68 | $15.00 | $105,030.00 | $35.10 | $245,770.20 | $44.80 | $313,689.60 |
| | 4 | 4" D.I.P. SERVICE LINE | 40.00 | LF | $65.00 | $2,600.00 | $207.18 | $8,287.20 | $145.00 | $5,800.00 | $251.78 | $10,071.20 | $39.00 | $1,560.00 |
| | 5 | WATER METER WITH 3/4" SERVICE LINE | 1.00 | EA | $1,700.00 | $1,700.00 | $10,720.07 | $10,720.07 | $5,749.00 | $5,749.00 | $4,625.74 | $4,625.74 | $800.00 | $800.00 |
| | 6 | HYDRANT ASSEMBLY | 2.00 | EA | $7,680.00 | $15,360.00 | $9,407.98 | $18,815.96 | $10,326.00 | $20,652.00 | $10,153.75 | $20,307.50 | $5,000.00 | $10,000.00 |
| | 7 | 12x12x12 D.I. TEE WITH THRUST BLOCK | 4.00 | EA | $3,320.00 | $13,280.00 | $2,881.44 | $11,525.76 | $2,535.00 | $10,140.00 | $1,793.64 | $7,174.56 | $1,500.00 | $6,000.00 |
| | 8 | SINGLE CURB INLET, UNTRAPPED | 34.00 | VF | $950.00 | $32,300.00 | $591.46 | $20,109.64 | $990.00 | $33,660.00 | $1,588.31 | $54,002.54 | $149.00 | $5,066.00 |
| | 9 | DOUBLE CURB INLET, UNTRAPPED | 4.00 | VF | $1,050.00 | $4,200.00 | $1,479.20 | $5,916.80 | $1,609.00 | $6,436.00 | $2,346.94 | $9,387.76 | $160.00 | $640.00 |
| | 10 | CLEAN OUT | 3.00 | EA | $500.00 | $1,500.00 | $2,064.66 | $6,193.98 | $1,500.00 | $4,500.00 | $1,773.71 | $5,321.13 | $150.00 | $450.00 |
| | 11 | GRATE INLET, UNTRAPPED | 22.00 | VF | $950.00 | $20,900.00 | $715.04 | $15,730.88 | $955.00 | $21,010.00 | $1,337.00 | $29,414.00 | $129.00 | $2,838.00 |
| | 12 | FENCE TBR&R | 200.00 | LF | $88.00 | $17,600.00 | $53.14 | $10,628.00 | $75.00 | $15,000.00 | $227.68 | $45,536.00 | $29.00 | $5,800.00 |
| | 13 | CONCRETE DRIVEWAY ENTRANCE | 12.00 | SY | $200.00 | $2,400.00 | $231.67 | $2,780.04 | $150.00 | $1,800.00 | $579.93 | $6,959.16 | $155.00 | $1,860.00 |
| | 14 | CONCRETE SIDEWALK (4" THICK) | 122.00 | SY | $135.00 | $16,470.00 | $150.00 | $18,300.00 | $85.00 | $10,370.00 | $407.03 | $49,657.66 | $155.00 | $18,910.00 |
| | 15 | CONCRETE CURB, TYPE 'S' | 257.00 | LF | $70.00 | $17,990.00 | $97.89 | $25,157.73 | $65.00 | $16,705.00 | $118.30 | $30,403.10 | $49.00 | $12,593.00 |
| | 16 | MOBILIZATION | 1.00 | LS | $283,000.00 | $283,000.00 | $44,003.59 | $44,003.59 | $295,000.00 | $295,000.00 | $366,421.32 | $366,421.32 | $28,000.00 | $28,000.00 |
| | 17 | 12" STORM PIPE | 43.00 | LF | $130.00 | $5,590.00 | $98.54 | $4,237.22 | $300.00 | $12,900.00 | $180.31 | $7,753.33 | $48.00 | $2,064.00 |
| | 18 | 18" STORM PIPE | 194.00 | LF | $150.00 | $29,100.00 | $109.01 | $21,147.94 | $275.00 | $53,350.00 | $172.12 | $33,391.28 | $54.00 | $10,476.00 |
| | 19 | 24" STORM PIPE | 22.00 | LF | $220.00 | $4,840.00 | $134.68 | $2,962.96 | $390.00 | $8,580.00 | $270.64 | $5,954.08 | $60.00 | $1,320.00 |
| | 20 | 36" STORM PIPE | 395.00 | LF | $250.00 | $98,750.00 | $172.23 | $68,030.85 | $450.00 | $177,750.00 | $368.47 | $145,545.65 | $65.00 | $25,675.00 |
| | 21 | 60" STORM PIPE | 365.00 | LF | $400.00 | $146,000.00 | $808.36 | $295,051.40 | $750.00 | $273,750.00 | $846.31 | $308,903.15 | $160.00 | $58,400.00 |
| | 22 | 96" STORM PIPE | 572.00 | LF | $1,010.00 | $577,720.00 | $1,788.78 | $1,023,182.16 | $3,035.00 | $1,736,020.00 | $1,750.77 | $1,001,440.44 | $260.00 | $148,720.00 |
| | 23 | 12" SDR-26 PVC | 88.00 | LF | $55.00 | $4,840.00 | $140.12 | $12,330.56 | $250.00 | $22,000.00 | $289.65 | $25,489.20 | $58.00 | $5,104.00 |
| | 24 | 18" PVC | 47.00 | LF | $208.00 | $9,776.00 | $189.92 | $8,926.24 | $500.00 | $23,500.00 | $294.65 | $13,848.55 | $60.00 | $2,820.00 |
| | 25 | 30" PVC | 8.00 | LF | $249.00 | $1,992.00 | $373.00 | $2,984.00 | $2,000.00 | $16,000.00 | $572.91 | $4,583.28 | $120.00 | $960.00 |
| | 26 | CONCRETE FLOWABLE FILL | 63.00 | CY | $400.00 | $25,200.00 | $244.01 | $15,372.63 | $180.00 | $11,340.00 | $259.76 | $16,364.88 | $170.00 | $10,710.00 |
| | 27 | GROUTING OR SAND-CEMENT BACKFILL | 153.00 | CY | $161.00 | $24,633.00 | $269.55 | $41,241.15 | $180.00 | $27,540.00 | $313.45 | $47,957.85 | $170.00 | $26,010.00 |
| | 28 | 6" D.I.P. (MECHANICALLY RESTRAINED) | 34.00 | LF | $100.00 | $3,400.00 | $235.63 | $8,011.42 | $139.00 | $4,726.00 | $162.56 | $5,527.04 | $120.00 | $4,080.00 |
| | 29 | 10" D.I.P. (MECHANICALLY RESTRAINED) | 31.00 | LF | $225.00 | $6,975.00 | $736.45 | $22,829.95 | $468.00 | $14,508.00 | $196.51 | $6,091.81 | $130.00 | $4,030.00 |
| | 30 | 12" D.I.P. (MECHANICALLY RESTRAINED) | 551.00 | LF | $240.00 | $132,240.00 | $413.50 | $227,838.50 | $198.00 | $109,098.00 | $229.08 | $126,223.08 | $140.00 | $77,140.00 |
| | 31 | PRECAST CONCRETE MANHOLE (48") | 7.00 | VF | $420.00 | $2,940.00 | $839.28 | $5,874.96 | $615.00 | $4,305.00 | $1,019.19 | $7,134.33 | $400.00 | $2,800.00 |
| | 32 | 3'x4' BOX CULVERT | 112.00 | LF | $550.00 | $61,600.00 | $885.12 | $99,133.44 | $905.00 | $101,360.00 | $1,035.91 | $116,021.92 | $350.00 | $39,200.00 |
| | 33 | SEED AND BLANKET | 0.20 | ACRE | $15,000.00 | $3,000.00 | $36,609.55 | $7,321.91 | $18,000.00 | $3,600.00 | $81,457.90 | $16,291.58 | $6,000.00 | $1,200.00 |
| | 34 | EROSION CONTROL | 1.00 | LS | $20,000.00 | $20,000.00 | $35,795.69 | $35,795.69 | $2,500.00 | $2,500.00 | $9,142.94 | $9,142.94 | $18,000.00 | $18,000.00 |
| | 35 | 60" PIPE CAP | 1.00 | EA | $1,200.00 | $1,200.00 | $3,331.67 | $3,331.67 | $1,500.00 | $1,500.00 | $4,693.74 | $4,693.74 | $1,500.00 | $1,500.00 |
| | 36 | 36" PIPE CAP | 1.00 | EA | $1,000.00 | $1,000.00 | $4,276.19 | $4,276.19 | $1,000.00 | $1,000.00 | $2,386.51 | $2,386.51 | $1,100.00 | $1,100.00 |
| | 37 | 12" WATER MAIN CAP | 1.00 | EA | $1,250.00 | $1,250.00 | $2,345.56 | $2,345.56 | $775.00 | $775.00 | $928.74 | $928.74 | $800.00 | $800.00 |
| | 38 | STAMPED AND STAINED CONCRETE SIDWALK | 7.00 | SY | $95.00 | $665.00 | $531.03 | $3,717.21 | $250.00 | $1,750.00 | $2,472.10 | $17,304.70 | $190.00 | $1,330.00 |
| | 39 | EXPOSED AGGREGATE SIDEWALK | 15.00 | SY | $110.00 | $1,650.00 | $459.79 | $6,896.85 | $225.00 | $3,375.00 | $1,768.06 | $26,520.90 | $180.00 | $2,700.00 |
| | 40 | ASPHALT PAVEMENT REMOVAL AND REPLACEMENT | 3,864.00 | SY | $90.00 | $347,760.00 | $75.19 | $290,534.16 | $90.00 | $347,760.00 | $114.28 | $441,577.92 | $30.00 | $115,920.00 |
| | 41 | ASPHALT PARKING LOT, REMOVAL AND REPLACEMENT | 1,119.00 | SY | $35.00 | $39,165.00 | $40.43 | $45,241.17 | $43.00 | $48,117.00 | $118.74 | $132,870.06 | $30.00 | $33,570.00 |
| | 42 | BRICK CURB RAMP | 75.00 | SF | $200.00 | $15,000.00 | $31.49 | $2,361.75 | $70.00 | $5,250.00 | $57.54 | $4,315.50 | $40.00 | $3,000.00 |
| | 43 | BRICK SIDEWALK | 55.00 | SY | $200.00 | $11,000.00 | $273.77 | $15,057.35 | $500.00 | $27,500.00 | $1,035.67 | $56,961.85 | $180.00 | $9,900.00 |
| | 44 | CONCRETE STEPS | 1.00 | LS | $4,000.00 | $4,000.00 | $6,512.46 | $6,512.46 | $5,000.00 | $5,000.00 | $6,410.16 | $6,410.16 | $8,000.00 | $8,000.00 |
| | 45 | RETAINING WALL TBR&R | 1.00 | LS | $9,000.00 | $9,000.00 | $10,041.63 | $10,041.63 | $12,000.00 | $12,000.00 | $64,652.72 | $64,652.72 | $30,000.00 | $30,000.00 |
| | 46 | 96" FLAP GATE VALVE | 1.00 | EA | $66,000.00 | $66,000.00 | $66,541.49 | $66,541.49 | $100,000.00 | $100,000.00 | $88,746.18 | $88,746.18 | $58,000.00 | $58,000.00 |
| | 47 | ARTICULATED CONCRETE BLOCKS | 1.00 | LS | $119,625.00 | $119,625.00 | $64,732.99 | $64,732.99 | $35,000.00 | $35,000.00 | $65,912.55 | $65,912.55 | $3,000.00 | $3,000.00 |
| | 48 | PRECAST CONCRETE MAINHOLE (132") | 40.00 | VF | $3,900.00 | $156,000.00 | $4,183.90 | $167,356.00 | $1,100.00 | $44,000.00 | $8,670.37 | $346,814.80 | $500.00 | $20,000.00 |
| | 49 | PRECAST CONCRETE MANHOLE (132" W/RISER) | 17.00 | VF | $3,900.00 | $66,300.00 | $2,331.27 | $39,631.59 | $1,000.00 | $17,000.00 | $9,940.59 | $168,990.03 | $600.00 | $10,200.00 |
| | 50 | PRECAST CONCRETE JUNCTION BOX (11'x11') | 20.00 | VF | $6,700.00 | $134,000.00 | $4,392.50 | $87,850.00 | $1,300.00 | $26,000.00 | $10,206.87 | $204,137.40 | $700.00 | $14,000.00 |
| | 51 | PRECAST CONCRETE MANHOLE (108") | 17.00 | VF | $2,600.00 | $44,200.00 | $2,782.35 | $47,299.95 | $1,000.00 | $17,000.00 | $5,235.24 | $88,999.08 | $600.00 | $10,200.00 |
| | 52 | PRECAST CONCRETE MANHOLE (96") | 31.00 | VF | $1,700.00 | $52,700.00 | $2,022.40 | $62,694.40 | $2,100.00 | $65,100.00 | $3,904.06 | $121,025.86 | $450.00 | $13,950.00 |
| | 53 | PRECAST CONCRETE MANHOLE (84") | 14.00 | VF | $1,300.00 | $18,200.00 | $1,167.26 | $16,341.64 | $1,200.00 | $16,800.00 | $2,639.44 | $36,952.16 | $400.00 | $5,600.00 |
| | 54 | 10'x14' JUNCTION BOX | 1.00 | LS | $45,000.00 | $45,000.00 | $48,155.27 | $48,155.27 | $65,000.00 | $65,000.00 | $163,166.47 | $163,166.47 | $5,000.00 | $5,000.00 |
| | 55 | 10'x5' JUNCTION BOX | 1.00 | LS | $105,000.00 | $105,000.00 | $92,311.99 | $92,311.99 | $235,000.00 | $235,000.00 | $315,399.92 | $315,399.92 | $5,000.00 | $5,000.00 |
| | 56 | OUTFALL STRUCTURE | 1.00 | LS | $347,000.00 | $347,000.00 | $494,696.20 | $494,696.20 | $500,000.00 | $500,000.00 | $628,409.09 | $628,409.09 | $28,000.00 | $28,000.00 |
| | 57 | BYPASS PUMPING | 1.00 | LS | $10,000.00 | $10,000.00 | $76,716.70 | $76,716.70 | $7,500.00 | $7,500.00 | $15,242.07 | $15,242.07 | $14,000.00 | $14,000.00 |
| | 58 | SANITARY LATERAL CONNECTION | 1.00 | EA | $1,000.00 | $1,000.00 | $11,613.72 | $11,613.72 | $1,300.00 | $1,300.00 | $4,144.66 | $4,144.66 | $2,900.00 | $2,900.00 |
| | 59 | 30" FERNCO COUPLING | 1.00 | EA | $1,000.00 | $1,000.00 | $3,963.16 | $3,963.16 | $3,000.00 | $3,000.00 | $1,554.18 | $1,554.18 | $800.00 | $800.00 |
| | 60 | 60" SET OVER MH 10.90' DEEP | 1.00 | EA | $8,250.00 | $8,250.00 | $9,633.58 | $9,633.58 | $14,000.00 | $14,000.00 | $10,540.85 | $10,540.85 | $5,800.00 | $5,800.00 |
| | 61 | 4" GATE VALVE | 1.00 | EA | $2,320.00 | $2,320.00 | $2,312.86 | $2,312.86 | $1,990.00 | $1,990.00 | $1,666.80 | $1,666.80 | $390.00 | $390.00 |
| | 62 | 12" GATE VALVE | 12.00 | EA | $4,325.00 | $51,900.00 | $5,731.43 | $68,777.16 | $5,160.00 | $61,920.00 | $4,756.88 | $57,082.56 | $450.00 | $5,400.00 |
| | 63 | 12"x6" REDUCER | 2.00 | EA | $1,280.00 | $2,560.00 | $1,848.74 | $3,697.48 | $527.00 | $1,054.00 | $770.97 | $1,541.94 | $350.00 | $700.00 |
| | 64 | 12"x10" REDUCER | 3.00 | EA | $2,250.00 | $6,750.00 | $2,336.27 | $7,008.81 | $682.00 | $2,046.00 | $800.59 | $2,401.77 | $500.00 | $1,500.00 |
| | 65 | 6" EZ VALVE | 2.00 | EA | $4,000.00 | $8,000.00 | $8,480.91 | $16,961.82 | $10,917.00 | $21,834.00 | $13,549.10 | $27,098.20 | $800.00 | $1,600.00 |
| | 66 | 10" EZ VALVE | 3.00 | EA | $8,000.00 | $24,000.00 | $11,750.40 | $35,251.20 | $18,701.00 | $56,103.00 | $20,543.00 | $61,629.00 | $900.00 | $2,700.00 |
| | 67 | TRENCH DRAIN W/SOLID COVER | 10.00 | LF | $250.00 | $2,500.00 | $1,514.55 | $15,145.50 | $200.00 | $2,000.00 | $920.89 | $9,208.90 | $120.00 | $1,200.00 |
| | 68 | CURB OUTLET | 2.00 | EA | $1,000.00 | $2,000.00 | $3,964.06 | $7,928.12 | $250.00 | $500.00 | $1,352.28 | $2,704.56 | $2,500.00 | $5,000.00 |
| | 69 | STRADDLE BLOCK | 4.00 | EA | $400.00 | $1,600.00 | $1,444.27 | $5,777.08 | $1,356.00 | $5,424.00 | $1,325.59 | $5,302.36 | $1,500.00 | $6,000.00 |
| | 70 | 6" 45 DEGREE BEND | 2.00 | EA | $541.00 | $1,082.00 | $1,128.93 | $2,257.86 | $726.00 | $1,452.00 | $531.72 | $1,063.44 | $800.00 | $1,600.00 |
| | 71 | 10" 45 DEGREE BEND | 2.00 | EA | $1,122.00 | $2,244.00 | $1,462.90 | $2,925.80 | $1,144.00 | $2,288.00 | $675.31 | $1,350.62 | $900.00 | $1,800.00 |
| | 72 | 12" 45 DEGREE BEND | 6.00 | EA | $1,431.00 | $8,586.00 | $2,076.73 | $12,460.38 | $2,189.00 | $13,134.00 | $945.19 | $5,671.14 | $1,000.00 | $6,000.00 |
| | 73 | 12" 90 DEGREE BEND | 1.00 | EA | $2,006.00 | $2,006.00 | $2,031.27 | $2,031.27 | $2,189.00 | $2,189.00 | $1,027.86 | $1,027.86 | $800.00 | $800.00 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 74 | 12" 11.25 DEGREE BEND | 2.00 | EA | $1,431.00 | $2,862.00 | $2,003.26 | $4,006.52 | $2,955.00 | $5,910.00 | $873.57 | $1,747.14 | $1,500.00 | $3,000.00 |
| | 75 | UNSUITABLE SOIL REMOVAL | 553.00 | CY | $125.00 | $69,125.00 | $91.15 | $50,405.95 | $65.00 | $35,945.00 | $203.34 | $112,447.02 | $12.00 | $6,636.00 |
| | 76 | SHOT ROCK | 2,000.00 | CY | $90.00 | $180,000.00 | $89.62 | $179,240.00 | $100.00 | $200,000.00 | $114.97 | $229,940.00 | $59.00 | $118,000.00 |
| | 77 | BEDROCK REMOVAL | 1,575.00 | LF | $190.00 | $299,250.00 | $116.73 | $183,849.75 | $200.00 | $315,000.00 | $386.85 | $609,288.75 | $69.00 | $108,675.00 |
| | 78 | WELL POINT SYSTEM | 200.00 | LS | $80.00 | $16,000.00 | $1,104.75 | $220,950.00 | $1.00 | $200.00 | $455.90 | $91,180.00 | $120.00 | $24,000.00 |
| | 79 | STANDARD TRAFFIC CONTROL DEVICES | 1.00 | LS | $61,000.00 | $61,000.00 | $17,714.30 | $17,714.30 | $18,000.00 | $18,000.00 | $49,885.78 | $49,885.78 | $19,000.00 | $19,000.00 |
| | 80 | CHANGEABLE MESSAGE BOARDS | 1.00 | EA | $12,000.00 | $12,000.00 | $8,266.67 | $8,266.67 | $3,500.00 | $3,500.00 | $3,713.53 | $3,713.53 | $20,000.00 | $20,000.00 |
| | 81 | RIP RAP | 1,200.00 | SF | $52.00 | $62,400.00 | $12.18 | $14,616.00 | $10.00 | $12,000.00 | $15.74 | $18,888.00 | $60.00 | $72,000.00 |
| | 82 | SIGN - REMOVE AND REPLACE | 2.00 | EA | $200.00 | $400.00 | $1,287.20 | $2,574.40 | $200.00 | $400.00 | $2,278.14 | $4,556.28 | $190.00 | $380.00 |
| | 83 | CONSTRACTOR FURNISHED SURVEYING & STAKING | 1.00 | LS | $20,000.00 | $20,000.00 | $15,163.43 | $15,163.43 | $15,000.00 | $15,000.00 | $6,009.56 | $6,009.56 | $32,000.00 | $32,000.00 |
| | 84 | STORMWATER POLLUTION PREVENTION PLAN (SWPPP) | 1.00 | LS | $5,000.00 | $5,000.00 | $8,857.15 | $8,857.15 | $10,000.00 | $10,000.00 | $12,591.12 | $12,591.12 | $29,000.00 | $29,000.00 |
| | 85 | PROJECT IDENTIFICATION SIGNS | 2.00 | EA | $250.00 | $500.00 | $531.44 | $1,062.88 | $350.00 | $700.00 | $656.94 | $1,313.88 | $400.00 | $800.00 |
| | 86 | MIS: UTILITY RELOCATION | 1.00 | LS | $40,000.00 | $40,000.00 | $69,856.82 | $69,856.82 | $1,500.00 | $1,500.00 | $13,986.68 | $13,986.68 | $2,800.00 | $2,800.00 |
| | 87 | SUPPLY AND INSTALL 6x17 AMEREN MANHOLE (10 WAY) | 1.00 | EA | $31,930.79 | $31,930.79 | $21,577.78 | $21,577.78 | $33,000.00 | $33,000.00 | $39,531.04 | $39,531.04 | $12,000.00 | $12,000.00 |
| | 88 | SUPPLY AND INSTALL 10.5x14x7 AMEREN MANHOLE (3 WAY) | 1.00 | EA | $31,930.79 | $31,930.79 | $21,577.78 | $21,577.78 | $43,000.00 | $43,000.00 | $51,510.14 | $51,510.14 | $10,000.00 | $10,000.00 |
| | 89 | INSTALL BOND WIRE | 540.00 | LF | $6.42 | $3,466.80 | $16.92 | $9,136.80 | $20.00 | $10,800.00 | $23.96 | $12,938.40 | $4.00 | $2,160.00 |
| | 90 | 6 WAY 5" DUCT BANK - TRENCHED UNDER PAVEMENT (CONCRETE ENCASED) | 77.00 | LF | $291.23 | $22,424.71 | $415.66 | $32,005.82 | $650.00 | $50,050.00 | $778.64 | $59,955.28 | $300.00 | $23,100.00 |
| | 91 | 10 WAY 5" DUCT BANK - TRENCHED UNDER PAVEMENT (CONCRETE ENCASED) | 413.00 | LF | $350.95 | $144,942.35 | $497.06 | $205,294.04 | $480.00 | $198,240.00 | $575.00 | $237,475.00 | $350.00 | $144,550.00 |
| | 92 | TEMPORARY STORM SEWER AND BYPASS PUMPING | 1.00 | LS | $0.00 | $0.00 | $111,774.36 | $111,774.36 | $35,000.00 | $35,000.00 | $296,673.30 | $296,673.30 | $0.00 | $0.00 |
| | 93 | AS-BUILT DRAWINGS | 1.00 | LS | $10,000.00 | $10,000.00 | $3,070.47 | $3,070.47 | $2,500.00 | $2,500.00 | $1,796.87 | $1,796.87 | $10,000.00 | $10,000.00 |
| | | | | | | $4,848,751.44 | | **$5,468,100.83** | | **$6,038,085.00** | | **$8,005,717.02** | | **$1,973,976.60** |
| | | | | | 10% contingency | $4,840,000.00 | | | | | | | | |
| | | | | | TOTAL EST. | **$5,324,000.00** | | | | | | | | |

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

# PROPOSAL FOR CLARK STREET STORM SEWER IMPROVEMENTS CLARK STREET FROM 2ND ST. TO MAIN ST. AND RIVERSIDE DR. FROM MAIN ST. TO ADAMS ST. PROJECT NO. 17STM17

## BID NO. 4781

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:

Kolb Grading, LLC / 5731 Westwood
St. Charles, Mo. 63304

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 _____ Dollars ($_____) 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. 1 Dated March 28/2025
No. 2 Dated March 31/2025
No. _____ Dated _____

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

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.

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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): Kolb Grading, LLC

Bidder Address: 5731 Westwood / St. Charles, Mo. 63304

Telephone Number: 636-441-0200

Facsimile: 636-441-8291

Signature of Person Authorized to Sign Bid:

Printed Full Name of Person Authorized to Sign Bid: Jeffrey D Kolb

Title of Person Authorized to Sign Bid: Vice President

Date: 4/2/25

Corporate Attest (if applicable): _____

Secretary

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

# CLARK STREET STORM SEWER IMPROVEMENTS PROJECT
## 17STM17
## BID #4718

City of St. Charles Department of Engineering
200 N. Second Street, Room 202
St. Charles, Missouri 63301

Mesdames and Gentlemen:

In accordance with the advertisement inviting proposals regarding the above noted project for the City of St. Charles, Missouri, subject to the conditions, contract documents, specifications (including all addenda), and the plans, which so far as they relate to the proposal are made part of it, the undersigned herewith propose to construct the work specified at the following unit prices: (Any item not listed in Pay Items shall be considered Incidental to Construction)

*****Please provide both numerical value and written value for the Bid Total*** (Written value can be expressed below numerical line.)**

| Item No. | Description | Units | Estimated Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | BID ITEM SUMMARY | | | | |
| 1 | 201-20.10 Clearing & Grubbing | LS | 1 | $ 13,137.72 | $ 13,137.72 |
| 2 | 202-20.10 Removal of Improvements | LS | 1 | $ 53,175.86 | $ 53,175.86 |
| 3 | 204-45.05 Select Granular Backfill | CY | 7002 | $ 36.84 | $ 257,953.68 |
| 4 | 603-20.11 4" D.I.P. Service Line | LF | 40 | $ 207.18 | $ 8,287.20 |
| 5 | 603-90.03 Water Meter w/ 3/4" Service Line | EA | 1 | $ 10,720.07 | $ 10,720.07 |
| 6 | 603-90.05 Hydrant Assembly | EA | 2 | $ 9,407.98 | $ 18,815.96 |
| 7 | 603-90.11 12" x 12" x 12" D.I. Tee w/Thrust Block | EA | 4 | $ 2,881.44 | $ 11,525.76 |
| 8 | 604-13.01 Single Curb Inlet, Untrapped | VF | 34 | $ 591.46 | $ 20,109.64 |
| 9 | 604-13.02 Double Curb Inlet, Untrapped | VF | 4 | $ 1,479.20 | $ 5,916.80 |
| 10 | 604-17.00 Clean Out | EA | 3 | $ 2,064.66 | $ 6,193.98 |
| 11 | 604-18.01 1-Grate Inlet, Untrapped | VF | 22 | $ 715.04 | $ 15,730.88 |
| 12 | 607-15.72 Fence TBR&R | LF | 200 | $ 53.14 | $ 10,628.00 |

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

| Item No. | Description | Units | Estimated Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | BID ITEM SUMMARY CONT. | | | | |
| 13 | 608-50.08<br>Concrete Driveway Entrance | SY | 12 | $ 231.67 | $ 2,780.04 |
| 14 | 608-60.04<br>Concrete Sidewalk (4" Thick) | SY | 122 | $ 150.00 | $ 18,300.00 |
| 15 | 609-10.10<br>Concrete Curb, Type S | LF | 257 | $ 97.89 | $ 25,157.73 |
| 16 | 619-00.00<br>Mobilization | LS | 1 | $ 44,003.59 | $ 44,003.59 |
| 17 | 726-23.12<br>12" Storm Pipe | LF | 43 | $ 98.54 | $ 4,237.22 |
| 18 | 726-23.18<br>18" Storm Pipe | LF | 194 | $ 109.01 | $ 21,147.94 |
| 19 | 726-23.24<br>24" Storm Pipe | LF | 22 | $ 134.68 | $ 2,962.96 |
| 20 | 726-24.36<br>36" Storm Pipe | LF | 395 | $ 172.23 | $ 68,030.85 |
| 21 | 726-23.60<br>60" Storm Pipe | LF | 365 | $ 808.36 | $ 295,051.40 |
| 22 | 726-25.96<br>96" Storm Pipe | LF | 572 | $ 1,788.78 | $ 1,023,182.16 |
| 23 | 726-54.12<br>12" SDR-26 PVC | LF | 88 | $ 140.12 | $ 12,330.56 |
| 24 | 726-54.18<br>18" PVC | LF | 47 | $ 189.92 | $ 8,926.24 |
| 25 | 726-54.36<br>30" PVC | LF | 8 | $ 373.00 | $ 2,984.00 |
| 26 | 726-90.10<br>Concrete Flowable Fill | CY | 63 | $ 244.01 | $ 15,372.63 |
| 27 | 726-90.30<br>Grouting or Sand-Cement Backfill | CY | 153 | $ 269.55 | $ 41,241.15 |
| 28 | 730-52.06<br>6" Ductile Iron Pipe (mechanically restrained) | LF | 34 | $ 235.63 | $ 8,011.42 |
| 29 | 730-52.10<br>10" Ductile Iron Pipe (mechanically restrained) | LF | 31 | $ 736.45 | $ 22,829.95 |
| 30 | 730-52.12<br>12" Ductile Iron Pipe (mechanically restrained) | LF | 551 | $ 413.50 | $ 227,838.50 |
| 31 | 734-60.48<br>Precast Concrete Manhole (48") | VF | 7 | $ 839.28 | $ 5,874.96 |
| 32 | 733-04.03<br>3' x 4' Box Culvert | LF | 112 | $ 885.12 | $ 99,133.44 |

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| Item No. | Description | Units | Estimated Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | BID ITEM SUMMARY CONT. | | | | |
| 33 | 805-10.00 Seed and Blanket | ACRE | 0.2 | $ 36,609.55 | $ 7,321.91 |
| 34 | 806-00.00 Erosion Control | LS | 1 | $ 35,795.69 | $ 35,795.69 |
| 35 | JSP 3 60" Pipe Cap | EA | 1 | $ 3,331.67 | $ 3,331.67 |
| 36 | JSP 3 36" Pipe Cap | EA | 1 | $ 4,276.19 | $ 4,276.19 |
| 37 | JSP 4 12" Water Main Cap | EA | 1 | $ 2,345.56 | $ 2,345.56 |
| 38 | JSP 5 Stamped and Stained Concrete Sidewalk | SY | 7 | $ 531.03 | $ 3,717.21 |
| 39 | JSP 6 Exposed Aggregate Sidewalk | SY | 15 | $ 459.79 | $ 6,896.85 |
| 40 | JSP 7 Asphalt Pavement Removal and Replacement | SY | 3864 | $ 75.19 | $ 290,534.16 |
| 41 | JSP 7 Asphalt Parking Lot, Removal and Replacement | SY | 1119 | $ 40.43 | $ 45,241.17 |
| 42 | JSP 8 Brick Curb Ramp | SF | 75 | $ 31.49 | $ 2,361.75 |
| 43 | JSP 8 Brick Sidewalk | SY | 55 | $ 273.77 | $ 15,057.35 |
| 44 | JSP 9 Concrete Steps | LS | 1 | $ 6,512.46 | $ 6,512.46 |
| 45 | JSP 10 Retaining Wall TBR&R | LS | 1 | $ 10,041.63 | $ 10,041.63 |
| 46 | JSP 11 96" Flap Gate Valve | EA | 1 | $ 66,541.49 | $ 66,541.49 |
| 47 | JSP 12 Articulated Concrete Blocks | LS | 1 | $ 64,732.99 | $ 64,732.99 |
| 48 | JSP 13 Precast Concrete Manhole (132") | VF | 40 | $ 4,183.90 | $ 167,356.00 |
| 49 | JSP 13 Precast Concrete Manhole (132" w/ Riser) | VF | 17 | $ 2,331.27 | $ 39,631.59 |
| 50 | JSP 13 Precast Concrete Junction Box (11'x11') | VF | 20 | $ 4,392.50 | $ 87,850.00 |
| 51 | JSP 13 Precast Concrete Manhole (108") | VF | 17 | $ 2,782.35 | $ 47,299.95 |
| 52 | JSP 13 Precast Concrete Manhole (96") | VF | 31 | $ 2,022.40 | $ 62,694.40 |
| Item | | | Estimated | | |

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| No. | Description | Units | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | BID ITEM SUMMARY CONT. | | | | |
| 53 | JSP 13<br>Precast Concrete Manhole (84") | VF | 14 | $ 1,167.26 | $ 16,341.64 |
| 54 | JSP 14<br>10X4 Junction Box | LS | 1 | $ 48,155.27 | $ 48,155.27 |
| 55 | JSP 14<br>10X5 Junction Box | LS | 1 | $ 92,311.99 | $ 92,311.99 |
| 56 | JSP 15<br>Outfall Structure | LS | 1 | $ 494,696.20 | $ 494,696.20 |
| 57 | JSP 16<br>Bypass Pumping | LS | 1 | $ 76,716.70 | $ 76,716.70 |
| 58 | JSP 17<br>Sanitary Lateral Connection | EA | 1 | $ 11,613.72 | $ 11,613.72 |
| 59 | JSP 18<br>30" Fernco Coupling | EA | 1 | $ 3,963.16 | $ 3,963.16 |
| 60 | JSP 19<br>60" Set Over MH 10.90 Deep | EA | 1 | $ 9,633.58 | $ 9,633.58 |
| 61 | JSP 20<br>4" Gate Valve | EA | 1 | $ 2,312.86 | $ 2,312.86 |
| 62 | JSP 20<br>12" Gate Valve | EA | 12 | $ 5,731.43 | $ 68,777.16 |
| 63 | JSP 21<br>12" x 6" Reducer | EA | 2 | $ 1,848.74 | $ 3,697.48 |
| 64 | JSP 21<br>12" x 10" Reducer | EA | 3 | $ 2,336.27 | $ 7,008.81 |
| 65 | JSP 22<br>6" EZ Valve | EA | 2 | $ 8,480.91 | $ 16,961.82 |
| 66 | JSP 22<br>10" EZ Valve | EA | 3 | $ 11,750.40 | $ 35,251.20 |
| 67 | JSP 24<br>Trench Drain w/Solid Cover | LF | 10 | $ 1,514.55 | $ 15,145.50 |
| 68 | JSP 24<br>Curb Outlet | EA | 2 | $ 3,964.06 | $ 7,928.12 |
| 69 | JSP 25<br>Straddle Block | EA | 4 | $ 1,444.27 | $ 5,777.08 |
| 70 | JSP 26<br>6" 45 Degree Bend | EA | 2 | $ 1,128.93 | $ 2,257.86 |
| 71 | JSP 26<br>10" 45 Degree Bend | EA | 2 | $ 1,462.90 | $ 2,925.80 |
| 72 | JSP 26<br>12" 45 Degree Bend | EA | 6 | $ 2,076.73 | $ 12,460.38 |
| Item | | | Estimated | | |

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Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

| No. | Description | Units | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | BID ITEM SUMMARY CONT. | | | | |
| 73 | JSP 27<br>12" 90 Degree Bend | EA | 1 | $ 2,031.27 | $ 2,031.27 |
| 74 | JSP 28<br>12" 11.25 Degree Bend | EA | 2 | $ 2,003.26 | $ 4,006.52 |
| 75 | JSP 29<br>Unsuitable Soil Removal | CY | 553 | $ 91.15 | $ 50,405.95 |
| 76 | JSP 30<br>Shot Rock | CY | 2000 | $ 89.62 | $ 179,240.00 |
| 77 | JSP 31<br>Bedrock Removal | CY | 1575 | $ 116.73 | $ 183,849.75 |
| 78 | JSP 32<br>Well Point System | LF | 200 | $ 1,104.75 | $ 220,950.00 |
| 79 | JSP 33<br>Standard Traffic Control Devices | LS | 1 | $ 17,714.30 | $ 17,714.30 |
| 80 | JSP 33<br>Changeable Message Boards | EA | 1 | $ 8,266.67 | $ 8,266.67 |
| 81 | JSP 34<br>Rip Rap | SF | 1200 | $ 12.18 | $ 14,616.00 |
| 82 | JSP 35<br>Sign - Remove and Replace | EA | 2 | $ 1,287.20 | $ 2,574.40 |
| 83 | JSP 36<br>Contractor Furnished Surveying & Staking | LS | 1 | $ 15,163.43 | $ 15,163.43 |
| 84 | JSP 37<br>Stormwater Pollution Prevention Plan (SWPPP) | LS | 1 | $ 8,857.15 | $ 8,857.15 |
| 85 | JSP 38<br>Project Identification Signs | EA | 2 | $ 531.44 | $ 1,062.88 |
| 86 | JSP 39<br>Misc. Utility Relocation | LS | 1 | $ 69,856.82 | $ 69,856.82 |
| 87 | JSP 41<br>Supply and Install 6x17 Ameren Manhole (10 way) | EA | 1 | $ 21,577.78 | $ 21,577.78 |
| 88 | JSP 41<br>Supply and Install 10.5x14x7 Ameren Manhole (3 way) | EA | 1 | $ 21,577.78 | $ 21,577.78 |
| 89 | JSP 41<br>Install Bond Wire | LF | 540 | $ 16.92 | $ 9,136.80 |
| 90 | JSP 41<br>6 Way 5" Duct Bank - Trenched Under Pavement (Concrete Encased) | LF | 77 | $ 415.66 | $ 32,005.82 |
| 91 | JSP 41<br>10 Way 5" Duct Bank - Trenched Under Pavement (Concrete Encased) | LF | 413 | $ 497.08 | $ 205,294.04 |
| 92 | JSP 42<br>Temporary Storm Sewers and By-Pass Pumping | LS | 1 | $ 111,774.36 | $ 111,774.36 |
| 93 | AS-BUILT DRAWINGS | LS | 1 | $ 3,070.47 | $ 3,070.47 |

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BID TOTAL $ 5,468,100.83

Five Million, Four Hundred Sixty-eight Thousand, One Hundred and 83/100 Dollars

The undersigned bidder proposes and agree, if this bid is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance the other terms and conditions of the contract documents. The bidder accepts all of the terms and conditions of the advertisement or invitation to bid and instructions to bidders, including with limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 60 days. Bidder will sign and submit the agreement with the bonds and other documents required by the bidding requirements within 10 days after notice of award by the City. In submitting this bid, the bidder represents that he has examined copies of all bidding documents and all addenda (receipt of which is hereby acknowledged) and has attached a signed copy of each hereto.

Bidder has familiarized himself with the nature and extent of the contract documents, work, site conditions, locality, and laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work. Bidder has performed or obtained any additional examination, investigations, tests, reports, or similar information or data in respect to underground facilities as required to perform and furnish the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents. The bidder has given the City written notice of all conflicts, error, or discrepancies if any that it has discovered in the contract documents.

The bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. The bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. The bidder has not sought by collusion to obtain for itself any advantage over any other bidder or the City.

The bidder understands and agrees that the City may elect to delete portions of the work before or after the award of the contract, and if the City so elects before the award of the contract, the bidder agrees that the bids will be compared and the contract sum and totals adjusted accordingly to account for deleted portions of the work. The summation of the item prices and item totals must equal the overall total amount. In the event of a discrepancy between the overall total amount and the mathematical summation of such item

Signature

4/3/25
Date

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

# LIST OF RESOURCES AND REFERENCES

1. Name of proposed on-site Superintendent: Robert Mills

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 |
|---|---|---|---|
| Cat | | 385 Excavator | owned |
| Cat | | 926 Loader | owned |
| Cat | | 345 Excavator | Owned |
| Link Belt | | RCC-750 Crane | Owned |
| Cat | | 336 Excavator | Owned |
| Cat | | T250 Skidsteer | Owned |
| Cat | | CS-563 Compactor | Owned |
| Cat | | 446 Backhoe | Owned |
| | | 4" Diesel Water Pump | Owned |
| | | Trench Boxes | Owned |
| Peterbuilt | | 567 Hydro-Vac Truck | Owned |

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

List references for similar project work performed in previous 2 years:

See Attached Sheets

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

Contracts in Progress as of 12/19/2024

| Customer Name | County | Sub/Prime | Type of Work | Customer Contact | Customer Phone | Architect Name | Start Month | Job Description | BilledAmt | ContractAmount | Balance to Bill | PercentComplete |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Old Hickory Village LP | St. Charles | Prime | Grading/Utility/Asphalt | | | Stock & Associates | 8/1/22 | Old Hickory Apartments | $2,307,739 | $2,507,648 | $199,909 | 92.03 |
| Gray Construction, Inc. | Warren | Sub | Grading/Utility/Asphalt | Paul Kornman | 859-281-5000 | | 8/1/22 | Project Groot - 2022018 | $23,575,959 | $23,687,053 | $111,094 | 99.53 |
| Patrick Melson | St. Charles | Prime | Grading/Utility | Patrick Melson | 314-440-7082 | | 1/1/23 | Freedom Ranch Lake | $408,807 | $438,362 | $29,555 | 93.26 |
| Wright Construction Services, Inc. | Warren | Sub | Grading/Utility | Bobby Christopher | (636) 220-6850 | | 2/1/23 | Wright City HS - Site Utilities | $3,810,071 | $3,692,522 | -$117,549 | 103.18 |
| Brinkmann | Camden | Sub | Grading/Utility/Blasting | Kevin Snow | 636-537-9700 | Cochran | 2/1/23 | Oasis Lakeport - Osage Beach | $8,524,596 | $10,752,719 | $2,228,123 | 79.28 |
| Alberici Constructors | St. Charles | Sub | Grading/Utility | Gleuco Lago | 314-553-8205 | Woodard & Curran, Inc. | 5/1/23 | Wright City WWTF | $4,975,537 | $5,778,583 | $803,046 | 86.10 |
| Thomas Construction Co. | Camden | Sub | Grading | | 5733483635 | | 5/1/23 | Sycamore Creek - Thomas Constr | $464,953 | $496,210 | $31,257 | 93.70 |
| Junot Group and Kolb Grading Joint venture, LLC | Palm Beach | Sub | Grading | Laura Campbell | 6364410200 | | 6/1/23 | A2 Reservoir/Central Everglades | $613,709 | $2,733,442 | $2,119,733 | 22.45 |
| Wildhorse Village, LP c/o CRG | St. Louis | Sub | Utility | Natasha Das | 314-592-3588 | Stock & Associates Consulting | 9/1/23 | Wildhorse Creek Offsite Sanitary | $2,757,469 | $3,682,670 | $925,201 | 74.88 |
| Clayco Construction Company | Laramie | Sub | Grading/Utility | David Molamphy | 314-429-5100 | Burns & McDonnell | 11/1/23 | Microsoft CSY18 | $13,305,008 | $14,682,870 | $1,377,862 | 90.62 |
| Clayco Construction Company | St. Louis | | Grading/Utility | David Molamphy | 314-429-5100 | | 11/1/23 | PFG Cold Storage Facility | $5,788,013 | $6,480,566 | $692,553 | 89.31 |
| Parlc/ Barton Malow | St. Louis | Sub | | | 6365619500 | | 12/1/23 | Boeing Initial Site Prep | $25,386,763 | $44,392,896 | $19,006,133 | 57.19 |
| Brinkmann | Camden | Sub | Grading | Kevin Snow | 636-537-9700 | | 1/1/24 | Oasis - Parking Garage | $2,451,436 | $7,688,056 | $5,236,620 | 31.89 |
| U City LLC | St. Louis | Prime | Grading/Utility/Asphalt | Larry Chapman | | | 1/1/24 | Market at Olive Building E 11/ | $391,595 | $498,089 | $106,494 | 78.62 |
| Brinkmann | Camden | Sub | | Kevin Snow | 636-537-9700 | | 1/1/24 | Oasis - Hotel | $453,637 | $1,956,906 | $1,503,269 | 23.18 |
| Clayco Construction Company | Laramie | Sub | Grading | David Molamphy | 314-429-5100 | Jacobs | 3/1/24 | Microsoft CYS17 Wyoming | $366,251 | $387,501 | $21,250 | 94.52 |
| Clayco Construction Company | St. Louis | Prime | Grading/Utility/Asphalt | David Molamphy | 314-429-5100 | | 3/1/24 | RBB Northpark | $980,820 | $1,377,204 | $396,384 | 71.22 |
| City of St. Charles | St. Charles | Prime | Grading | Wade | 636-949-3200 | | 4/1/24 | River Pointe Import | $303,010 | $1,714,325 | $1,411,315 | 17.68 |
| Vanstar Construction Co. | St. Charles | Sub | | Nick Hugeback | 314-2803335 | | 4/1/24 | Harmony Pointe | $42,341 | $1,104,455 | $1,062,114 | 3.83 |
| Kiewit-Alberici, Joint Venture | | Prime | Grading/Utility | | | | 5/1/24 | Fermi Long Baseline Neutrino Fac - | $2,499,158 | $2,737,865 | $238,707 | 91.28 |
| EDF Renewables Distribute t Solutins, Inc. | Audrain | Sub | Grading/Utility | J. Kevin Cooper, PE | 800-374-4497 | | 5/1/24 | Vandalia Solar Sitework | $5,056,447 | $6,776,388 | $1,709,941 | 74.77 |
| Beau Brauer | St. Louis | Prime | Grading/Utility | | | Dennis McGrath Design | 5/1/24 | Weldrend Estate | $759,128 | $969,488 | $210,360 | 78.30 |
| Wright Construction Services, Inc. | St. Louis | Sub | Grading/Utility/Asphalt | Bobby Christopher | (636) 220-6850 | | 5/1/24 | St Louis County Precinct 2 | $1,409,961 | $2,453,160 | $1,043,199 | 57.48 |
| U City LLC | St. Louis | | | Larry Chapman | | | 6/1/24 | Target at Market @ Olive | $2,758,018 | $4,211,770 | $1,453,752 | 65.48 |
| Hunt-Gibbs-Boh-Metro JV | Jefferson Parish | Prime | | Jeff Fabacher | 504-427-6378 | | 6/1/24 | CBIS North-South NOLA | $3,960 | $0 | -$3,960 | 0.00 |
| Kiewit Power Constructors Co. | Warren | Sub | Grading/Utility | Jeff Kaeding | 913-689-4077 | Savion, LLC | 7/1/24 | Split Rail Solar Project | $6,285,468 | $7,402,542 | $1,117,074 | 84.91 |
| EDF Renewables Distributed Solutins, Inc. | Pike | Sub | Grading/Utility | J. Kevin Cooper, PE | 800-374-4497 | | 7/1/24 | Bowling Green Solar | $3,917,202 | $5,390,661 | $1,473,459 | 72.67 |
| Clayco Construction Company | Laramie | Prime | Grading/Utility/Asphalt | David Molamphy | 314-429-5100 | Burns & McDonnel | 7/1/24 | Microsoft CYS19 & 20 | $8,787,598 | $25,045,980 | $16,258,382 | 35.09 |
| Fenton Land Investors, LLC | St. Louis | Prime | Grading | Dan O'Connor | 314-446-5194 | Stock & Associates | 8/1/24 | Infrastructure Fenton Logistic | $719,944 | $1,214,886 | $494,942 | 59.26 |
| Sean Melson | St. Charles | Prime | Grading | Sean Melson | 636-497-2767 | | 9/1/24 | Melson House-Freedom Ranch Lot 3 | $72,511 | $154,057 | $81,546 | 47.07 |
| Duggan Contracting | St. Louis | Prime | Grading | | 636-936-1566 | | 9/1/24 | Brauer Residence @ 34 Upper Ladue Rd | $140,469 | $173,439 | $32,970 | 80.99 |
| ARCO | Jackson | Sub | Grading | Behzad Moghaddam | 314-963-0715 | John Shivley | 10/1/24 | LNR Amphitheater Ph III | $546,870 | $2,294,000 | $1,747,130 | 23.84 |
| Marc Van Wyk | St. Charles | Prime | Grading | Marc Van Wyk | 6363978889 | | 10/1/24 | Freedom Ranch Lot 2 | $80,602 | $133,804 | $53,202 | 60.24 |
| U City LLC | St. Louis | | Utility | Larry Chapman | | | 11/1/24 | 7 Brew University City | $0 | $46,585 | $46,585 | 0.00 |
| Bates Utility Company, Inc. | St. Louis | Sub | Utility | Dennis Perry | 6369395628 | | 12/1/24 | Webster Groves Trunk E San MSD 10794- | $0 | $230,000 | $230,000 | 0.00 |
| | | | | | | | | | $151,379,150 | $214,312,860 | $62,933,710 | |

# Kolb Grading - Closed Jobs

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

| Completion Date | Type of Work | Contract Amount | Location | Customer/Project Owner | Job Description |
|---|---|---|---|---|---|
| 11/20/2019 | Grading | $62,750,196.00 | New Orleans, LA | Hunt-Gibbs-Boh Metro JV | Louis Armstrong Airport |
| 12/3/2019 | Grading | $1,633,812.00 | Eureka, MO. | Rockwood R-VI School Dist. | Eureka Elementary |
| 12/3/2019 | Utility | $1,629,408.00 | St. Charles, MO | Duggan Contracting | Hidden Acres |
| 1/3/2020 | Grading | $403,015.00 | St. Louis, MO | Waste Connections | Champ Landfill |
| 1/14/2020 | Grading | $439,527.00 | Clay Country, MO | Jones-Blythe | TC Pipeline Phase |
| 1/16/2020 | Grading | $17,000.00 | Franklin County, MO | ABNA Engineering | 226 Labadie Power |
| 1/30/2020 | Grading | $313,699.00 | St. Charles, MO | Ben Hur Construction Company | Lutheran High School |
| 2/4/2020 | Utility | $1,011,473.00 | Mercer , MO | Roeselein & Associates | Somerset |
| 4/2/2020 | Asphalt | $166,312.00 | St. Louis, MO | Marschel Wrecking LLC | Ameren- Dorsett Road |
| 6/2/2020 | Grading | $285,000.00 | Eureka, MO. | Rockwood R-VI School Dist. | Eureka HS Baseball Field |
| 8/15/2020 | Grading | $5,151,500.00 | Hazelwood, MO | Brinkman | Hazelwood Tradeport |
| 9/15/2020 | Grading | $53,677,926.00 | Arkansas | Arkansas State | AR Hwy 71B / Bypass |
| 10/20/2020 | Grading/Utility | $1,799,599.00 | Fenton, MO | US Capital | Fenton Spec 5 |
| 12/4/2020 | Blasting | $2,772,144.00 | Massac, IL | C J Mahan | Lock and Dam 52 |
| 12/5/2020 | Grading/Utility | $1,878,672.00 | St. Louis, MO | Clayco | Edge @ BRDG |
| 12/14/2020 | Grading/Utility | $2,449,121.00 | Eureka, MO. | Rockwood R-VI School Dist. | Eureka HS Phase II FDR |
| 12/22/2020 | Grading | $15,022,156.00 | North Carolina | Alberici | Linville Dam Phase 2 |
| 12/23/2020 | Grading/Asphalt | $876,921.00 | Festus, MO | Festus R-VI School District | Festus HS Parking Lot |
| 1/14/2021 | Grading/Utility | $1,150,273.00 | St. Louis, MO | Holland | MOAWC North |
| 1/21/2021 | Grading/Utility | $8,244,359.00 | Jefferson County, MO | Ameren | Rush Island |
| 3/12/2021 | Grading | $283,625.00 | St. Louis, MO | L Keeley | MLS Stadium -STL |
| 3/15/2021 | Utility | $2,152,364.00 | St. Louis, MO | Metropolitan Sewer District | Gravois Trunk |
| 3/22/2021 | Grading | $2,580,648.00 | Ellisville, MO | Cameron General | Creek Valley |
| 5/24/2021 | Grading | $1,038,096.00 | Chesterfield, MO | Dumey Contracting | Bonhomme Creek |
| 7/8/2021 | Grading | $ 2.506.572.00 | Georgia | Alberici | USS James-Kings Bay Laydown |
| 8/6/2021 | Utility | $1,618,110.00 | Seaboard, TX | Roeselein & Associates | Sunray TX Biogas Plant |
| 8/20/2021 | Demolition/Grading | $9,705,786.00 | Fenton, MO | US Capitol | Fenton Logistics |
| 9/1/2021 | Erosion Control | $46,000.00 | Chesterfield, MO | McKight Capital | Wings Corporate |
| 9/27/2021 | Blasting | $224,823.00 | Jefferson County, MO | Unnerstall | Fox Creek |
| 10/5/2021 | Grading/Utility | $5,968,570.00 | Fenton, MO | US Capital | Fenton Logistics |
| 10/18/2021 | Grading/Utility/Blastir | $3,536,274.00 | Fenton, MO | US Capital | Fenton Logistics-Spec |
| 10/20/2021 | Grading | $168,291.00 | St. Charles MO | Cissell Mueller Co | First Community |
| 12/7/2021 | Grading/Demolition | $49,025.00 | Cottleville, MO | Cottleville Garden, LLC | Frankie Martin Food Truck |
| 1/20/2022 | Grading | $304,266.25 | Defiance, MO | Femme Osage | Femme Osage Lake |
| 3/27/2022 | Grading/Utility | $6,484,725.00 | Oklahoma City , OK | Clayco | Carvana |
| 4/10/2022 | Grading | $677,985.00 | Mesa, AZ | Clayco | Carvana |
| 6/1/2022 | Grading/Utility | $400.636.00 | St Louis, MO | Vault Partners | Wally's |
| 7/21/2022 | Blasting / Underwater | $3,198,485.00 | Pulaski , IL | CJ Mahan | Lock and Dam 53 |
| 8/15/2022 | Tunneling | $874,896.00 | St. Louis, MO | L. Keeley Construction | Deer Creek Flood / Boring |
| 8/29/2022 | Utility / Boring | $24,478,901.00 | St. Louis, MO | Metropolitan Sewer District | DC02/03 Expansion |
| 9/9/2022 | Grad/Utility/Asphalt | $2,795,665.00 | Fenton , MO | Don C Musick Construction | Grey Eagle Distribution Plant |
| 9/21/2022 | Grad/Utility/Asphalt | $896,100.00 | Cottleville, MO | Cottleville Garden, LLC | Frankie Martin Food Truck Garden |
| 9/23/2022 | Grading | $32,320,409.00 | Labadie , MO | Ameren | Ameren Labadie-Ash Plant Removal |
| 9/26/2022 | Grading/Utility/Blasting | $1,157,459.00 | St. Louis, MO | Lombardo Homes | Sutton Farms - Offsite |
| 1/9/2023 | Clearing/Grading | $4,511,614.00 | St. Louis, MO | McKelvey Homes | The Preserve |
| 1/9/2023 | Asphalt | $515,365.00 | St. Louis, MO | Paric | Ameren GOB Lots |

# Kolb Grading - Closed Jobs

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

| Completion Date | Type of Work | Contract Amount | Location | Customer/Project Owner | Job Description |
|---|---|---|---|---|---|
| 1/10/2023 | Utility -Water | $2,242,117.00 | Cottleville, MO | DCM Land | Cottleville Trails - Water Installation |
| 2/28/2023 | Grading / Blasting | $3,229,704.00 | St.Charles, MO | KM Investment Group II | The Estates at Delcreek |
| 4/10/2023 | Grading/Utility | $343,396.00 | Chesterfield, MO | TH40/DD | Streets of Caledonia |
| 4/26/2023 | Grading | $1,020,636.22 | Kings Bay, GA | Alberici-Mortenson | Kings Bay -USS James |
| 5/9/2023 | Grad/Utility/Asphalt | $612,498.00 | Cottleville, MO | City of Cottleville | City Hall Park Lot Expansion |
| 5/24/2023 | Grading/Utility | $5,162,973.00 | St. Louis, MO | Metropolitan Sewer District | Park Drive |
| 6/2/2023 | Grading/Utility | $4,349,069.00 | St. Louis, MO | Metropolitan Sewer District | South County |
| 6/5/2023 | Grading | $539,106.00 | Winfield, MO | Winfield Solar, LLC | Winfield Solar |
| 6/6/2023 | Tunneling | $4,918,302.00 | St. Louis, MO | Metropolitan Sewer District | Watkins Creek |
| 6/23/2023 | Grading/Utility | $2,016,900.00 | St. Charles, MO | Bex Construction | Cat5 |
| 6/29/2023 | Hauling | $1,496,629.00 | Madison County, MO | Environmental Op Inc | MO Cobalt |
| 6/30/2023 | Grading | $6,998,320.00 | Phoenix, AZ | Forgen | SRP Pond Closure |
| 7/5/2023 | Asphalt | $496,064.00 | St. Louis, MO | Holland Construction | Market & Olive |
| 7/10/2023 | Grading | $12,927,417.00 | Cottleville, MO | DCM Land | Cottleville Trails |
| 8/19/2023 | Grading/Utility | $13,133,094.00 | Blair, NE | Clayco | Dollar General |
| 9/12/2023 | Grad/Utility/Asphalt | $7,564,845.00 | Mesa, AZ | Clayco | Cubes @ Mesa |
| 9/14/2023 | Grad/Uitlity/Blasting | $4,970,361.00 | St.Charles, MO | Lombardo Homes | Sutton Farms |
| 9/28/2023 | Grading/Utility | $3,459,168.00 | St. Louis, MO | ARCO | Top Golf |
| 10/20/2023 | Grading | $988,933.00 | St. Charles, MO | Centric | Chicken n Pickle |
| 11/10/2023 | Grading/Utilities/Blas | $14,391,657.45 | Shelbyville, KY | Contegra | I-64 Logistics |
| 12/8/2023 | Grading/Utilit/Asphalt | $6,269,589.00 | St.Charles, MO | Clayco | Riverpointe |
| 12/29/2023 | Grading | $3,053,795.00 | Oklahoma City , OK | ARCO | OKC Distribution |
| 3/5/2024 | Grading/Blasting | $2,161,495.00 | Washington, MO | Contegra | Precoat Metals |
| 4/21/2024 | Grading | $1,152,822.00 | Bourbon, MO | Custom Alloy | Custom Alloy |
| 7/11/2024 | Grading/Utility/Asph | $1,144,572.00 | University City, MO | U City LLC | Market @ Olive |
| 7/23/2024 | Utility | $689,624.00 | Olivette, MO | Douglas Properties | Olivette Townhomes |
| 7/30/2024 | Grading | $2,093,963.00 | Defiance, MO | True Femme Osage | Trulaske Lake |
| 8/19/2024 | Grading/Utility | $10,868,764.00 | Olivette, MO | U City LLC | Market @ Olive -Phase 2 |
| 9/12/2024 | Trenching/Utilities | $7,875,561.00 | Mesa, AZ | KBD | Project Earl Bldg E |
| 9/22/2024 | Grading | $2,825,289.00 | Carvers Creek, VA | Independence | Carvers Creek |
| | | | | | |

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# 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:

| | |
|---|---|
| County Materials | - RCP Storm Pipe 96" + 60" Diameter |
| County Materials | - 3'x4' Box Culvert, storm + sanitary structures |
| Midwest Municipal Materials | - DIP Waterpipe + fittings, PVC Pipe, PP pipe |
| Contech Engineed Solution | - Articulated concrete Block Mat |
| Mid West Turf | - Seed + Blanket |
| Central Stone | - Crushed rock, rip-rap, bedding rock |
| Whipps, Inc. | - 96" Diameter Flap Gate / Model 452 |
| MD Surveying | - Staking, Surveying, As Build Doucments |
| Kenstra Redi-Mix | - Redi-Mix Concrete, Grout, Flowable fill |
| | |
| Guarentee Electric. | - Duct Banks + Ameren Manholes |
| Vison Concrete | - sidewalks, steps, curbs |
| Waddell Concrete | - Cast in Place Structures |
| Trammar | - Traffic Control |

(All remaining work will be performed by the bidder utilizing bidder's employees.)

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**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 Missouri )

)ss

COUNTY OF St. Charles )

Before me, the undersigned Notary Public, Savanah Burbridge personally appeared who is Project Coordinator (Title) of Kolb Grading 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)

JIM KOLB

Printed Name

President

Title

4/2/25

Date

Subscribed and sworn to before me this 2nd day of April 2025.

My commission expires: 7.17.28

Savanah Burbridge 4/2/25

Signature of Notary Date

SAVANAH BURBRIDGE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 17, 2028
ST. CHARLES COUNTY
COMMISSION #24906268

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

# 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: Kolb Grading, LLC

Signature of authorized representative: 

Printed name of authorized representative: Jeffrey D Kolb V.P.

Date: April 2, 2025

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

# ANTI-COLLUSION AFFIDAVIT

STATE OF MISSOURI )
) SS
COUNTY OF St. Charles, )

I _____, state that I am the Vice President (sole owner, president, manager, member) of Kolb Grading, 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.

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Bidder name: Kolb Grading, LLC

Signature of authorized representative: [signature]

Printed name of authorized representative: Jeffrey D Kolb

Date: 4/2/25

(Corporate acknowledgement)

STATE OF MISSOURI )
) ss
COUNTY OF St. Charles )

On this 2nd day of April, 20 25, before me, Savanah Burbridge, a Notary Public in and for said state, personally appeared Jeff Kolb, (name of officer) Vice President (title of person) Kolb Grading (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.

Savanah Burbridge
Notary

SAVANAH BURBRIDGE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 17, 2028
ST. CHARLES COUNTY
COMMISSION #24906268

My Commission Expires:

(Limited Liability Company acknowledgement)

STATE OF MISSOURI )
) ss
COUNTY OF St. Charles )

On this 2nd day of April, 20 25, before me, Savanah Burbridge, a Notary Public in and for said state, personally appeared Jeff Kolb, (name of member or manager) Vice President (title) Kolb Grading LLC (name of limited liability company), known to me to be the person who executed this Anti-collusion Affidavit in

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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.

Savanah Burbridge
Notary

SAVANAH BURBRIDGE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 17, 2028
ST. CHARLES COUNTY
COMMISSION #24906268

My Commission Expires: 7.17.28

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## 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:

_____

_____

_____

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: Kolb Grading, LLC

By: _____ Date: April 2, 2025

Title: _____

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# AIA Document A310™ – 2010

# Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*
Kolb Grading, LLC
5731 Westwood Dr.
St. Charles, MO 63304

**SURETY:**
*(Name, legal status and principal place of business)*
Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

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

**OWNER:**
*(Name, legal status and address)*
City of St. Charles
200 North Second Street
St. Charles, MO 63301

**Mail Notices To:**
Western Surety – Claims Address
CNA Surety
151 N. Franklin Street
Chicago, IL 60606

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid

**PROJECT:** #4781 Excavation, Storm Sewers, Watermains, Box Culverts, Duct Bank, Precast Structures, Hauling, Granular Fill, Asphalt Pavement, Concrete Sidewalk & Curb & Gutter, Sanitary Sewers, Misc. Improv.
*(Name, location or address, and Project number, if any)*

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 3rd day of April, 2025

Kolb Grading, LLC
*(Principal)* *(Seal)*

*(Witness)*

*(Title)*

Western Surety Company
*(Surety)* *(Seal)*

*(Witness)* Donna Robson, Witness

*(Title)* Andrea McCarthy , Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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State of **Missouri**
County of **St. Louis**

On **4/3/2025**, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrea McCarthy** known to me to be Attorney-in-Fact of

**Western Surety Company**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Donna Robson

**Donna Robson**, Notary Public

DONNA ROBSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. CHARLES COUNTY
MY COMMISSION EXPIRES JUN. 21, 2025
ID #17367942

My Commission Expires:

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dana A Johnessee, Andrew P Thome, Michael D Wiedemeier, Amanda L Williams, Andrea McCarthy, Donna Robson, Ashley Miller, Christina A Culotta, Braden Askew, Shandi Swederska, Individually**

of Chesterfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of April 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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# 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

***KOLB GRADING, LLC***
***LC0985939***

was created under the laws of this State on the 30th day of July, 2009, 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 3rd day of April, 2025.

Denny Hoskins
Secretary of State

Certification Number: CERT-04032025-0006

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Department of Public Works
Engineering Division

March 28, 2025

# ADDENDUM #1
# CLARK STREET STORM SEWER IMPROVEMENTS – PHASE 1
# 17STM17
# BID 4781

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Clark Street Storm Sewer Improvements – Phase 1 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 revised Bid Form. REPLACE the Bid From in its entirety with the Form attached to this addendum.**

3. **Enclosed is an additional Job Special Provision. Please add the additional "JSP QQ – JSP 42 Temporary Storm Sewers and By-Pass Pumping" attached to this addendum.**

4. **Enclosed are the following revised plan sheets:**

    a. Cover Sheet C2A & C2B
        i. Updated quantity of pay item "12" Ductile Iron Pipe and 10" EZ Valve
        ii. Added pay item "Temporary Storm Sewers and By-Pass Pumping
    b. Plan & Profile Sheet C10, C11, C12, C15, C16
        i. Updated water main drawing to reflect the additional valve
        ii. Updated Duct Bank Drawing
    c. Sidewalk Detail Sheet C17
        i. Updated Duct Bank Drawing

5. **Enclosed is an additional General Conditions Section. Please add the attached General Conditions Section 2.2.16 As-Built Plans, Section 3.0 Standards, Section 3.4 GIS Shapefile File Standards.**

Please adjust your bid accordingly.

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*Department of Public Works*

*Engineering Division*

4/2/25

**CONTRACTOR'S SIGNATURE** **DATE**

Jeffrey D Kolb

**Printed Name**

Kolb Grading, LLC

**Company Name**

**********

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

Department of Public Works
Engineering Division

March 31, 2025

# ADDENDUM #2
# CLARK STREET STORM SEWER IMPROVEMENTS – PHASE 1
# 17STM17
# BID 4781

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Clark Street Storm Sewer Improvements – Phase 1 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 a revised page from the contract documents. REPLACE page CA-3 with the revised page CA-3 attached to this addendum.**

Please adjust your bid accordingly.

Jeffrey D Kolb 4/2/25
**CONTRACTOR'S SIGNATURE** **DATE**

Jeffrey D Kolb
**Printed Name**

Kolb Grading, LLC
**Company Name**

**********

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**

200 North Second Street Saint Charles, MO 63301 Ph: 636.949.3237 Fax: 636.940.4601
www.stcharlescitymo.gov

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

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. None

2.

C. The work will be substantially completed **within two hundred and fifteen (215) 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 six (60) calendar days** after the date when the Contract Times commence to run.

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Department of Public Works
Engineering Division

March 28, 2025

# ADDENDUM #1
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4. **Enclosed are the following revised plan sheets:**

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        i. Updated quantity of pay item "12" Ductile Iron Pipe and 10" EZ Valve
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    b. Plan & Profile Sheet C10, C11, C12, C15, C16
        i. Updated water main drawing to reflect the additional valve
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    c. Sidewalk Detail Sheet C17
        i. Updated Duct Bank Drawing

5. **Enclosed is an additional General Conditions Section. Please add the attached General Conditions Section 2.2.16 As-Built Plans, Section 3.0 Standards, Section 3.4 GIS Shapefile File Standards.**

Please adjust your bid accordingly.

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*Department of Public Works*

*Engineering Division*

4/2/25

**CONTRACTOR'S SIGNATURE** **DATE**

Jeffrey D Kolb

**Printed Name**

Kolb Grading, LLC

**Company Name**

**********

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

Department of Public Works
Engineering Division

March 31, 2025

# ADDENDUM #2
# CLARK STREET STORM SEWER IMPROVEMENTS – PHASE 1
# 17STM17
# BID 4781

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Clark Street Storm Sewer Improvements – Phase 1 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 a revised page from the contract documents. REPLACE page CA-3 with the revised page CA-3 attached to this addendum.**

Please adjust your bid accordingly.

4/2/25

**CONTRACTOR'S SIGNATURE** **DATE**

Jeffrey D Kolb

**Printed Name**

Kolb Grading, LLC

**Company Name**

**********

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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. None

2.

C. The work will be substantially completed **within two hundred and fifteen (215) 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 six (60) calendar days** after the date when the Contract Times commence to run.

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# 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 Kolb Grading, LLC, a **[corporation or limited liability company]** organized in the State of Missouri and in good standing (hereinafter, the "Contractor") for the **CLARK STREET STORM SEWER IMPROVEMENTS CLARK STREET FROM 2ND ST. TO MAIN ST. AND RIVERSIDE DR. FROM MAIN ST. TO ADAMS ST.** (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

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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. **None**
2.

C. The work will be substantially completed **within three hundred and thirty (330) 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 sixty (60) calendar days** after the date when the Contract Times commence to run.

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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 **eleven hundred dollars ($1,500.00)** 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** Five Million, Four Hundred Sixty Eight Thousand, One Hundred and Eighty Three Dollars and Eighty Three Cents ($5,468,100.83) 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

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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.

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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

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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

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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,

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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.

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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

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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

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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.

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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:
Kolb Grading LLC.
5731 Westwood Dr.
Weldon Springs MO
63304

2. To City: St. Charles

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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.

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.

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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.

P. Counterparts. This Contract may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective officers or officials.

Contractor:

Kolb Grading

By: Authorized Signator Date 4/10/25

Jeffrey D Kolb

Printed Name of Authorized Signatory

Corporate Attest:

Signature Date

Printed Name

City:

CITY OF SAINT CHARLES, MISSOURI

By: Daniel J. Borgmeyer, Mayor Date

Attest:

City Clerk Date

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# 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 5/13/2025
C5FB3E8A40BE40D...

Director of Finance Date

Jennifer O'Connor

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ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF Missouri )
)
COUNTY (AND/OR CITY) OF St. Charles )

On this 10th day of April in the year 2025 before me, Savanah Burbridge (name of notary), a Notary Public in and for said state, personally appeared Jeff Kolb (name of officer), Jeff Kolb (title of person, president, vice president, etc.) of Kolb Grading LLC (name of corporation), known to me to be the person who executed the within Contract (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.

SAVANAH BURBRIDGE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 17, 2028
ST. CHARLES COUNTY
COMMISSION #24906268

Savanah Burbridge
Notary Public

My Commission Expires: 7.17.28

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A LIMITED LIABILITY COMPANY

STATE OF Missouri )
)
COUNTY (AND/OR CITY) OF St. Charles )

On this 10th day of April in the year 2025 before me, Savanah Burbridge (name of notary), a Notary Public in and for said state, personally appeared Jeff Kolb (name of manager or member) of Kolb Grading 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.

SAVANAH BURBRIDGE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 17, 2028
ST. CHARLES COUNTY
COMMISSION #24906268

Savanah Burbridge
Notary Public

My Commission Expires: 7.17.28

Docusign Envelope ID: 5825DBEC-A145-4276-8460-09642EEDCADE

## PROOF OF LAWFUL PRESENCE - 208.009 RSMO

Those contracting with the City of Saint Charles are considered applicants for "public benefit" and therefore must provide affirmative proof that the applicant is lawfully present in the United States. *Public benefit* is defined as any grant, contract, or loan provided by a local government.

Affirmative proof of lawful presence shall include a copy of the applicant's Driver's License or any document issued by the Federal government that confirms lawful presence in the United States.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained. Certification must be renewed with the City annually.

Contractor shall indemnify and hold harmless the City of Saint Charles and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Subcontractors, to comply with Section 208.009 RSMo regarding contracts with public entities, to the extent the same are applicable during the term of this Agreement.

| Business Name: Kolb Grading, LLC | | | |
|---|---|---|---|
| Last Name: Kolb | First: Jeffery | Initial: D | Maiden Name: |
| Address (Street Name & Number): 5731 Westwood Dr. | | | |
| City: Weldon Spring | State: MO | Zip Code: 63304 | |
| Date of Birth (MM/DD/YYYY): | | (Check all that apply to signer and company):<br>☑ A Citizen of the United States<br>☑ A Lawful Permanent Resident<br>☐ Company uses e-Verify to Hire New Employees<br>☑ All Employees are authorized to work in U.S. | |
| Signature: Jeffrey D Kolb | Date: 4/10/25 | | |
| ☑ I have attached documentation<br>☐ I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form | | | |

**CITY STAFF-** Record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

| A -MoDOR Accepted Documentation | | B - MO Driver's License | | C - Other Federal Documentation |
|---|---|---|---|---|
| Document:_____ | Or | Missouri Driver's License ☑ | Or | Document:_____ |
| Expiration: _____ | | Expiration: 12/13/2020 | | Expiration: _____ |

**CERTIFICATION:** I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

| Signature of City Staff Person: | Print Name: | Date: |
|---|---|---|
| | | |

*NOTE TO CITY STAFF: If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

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# EXHIBIT A
# PERFORMANCE AND PAYMENT BOND

Bond No. 30233148

KNOW ALL MEN BY THESE PRESENTS, THAT

Kolb Grading, LLC, 5731 Westwood Dr., St. Charles, MO 63304 as Principal, and

Western Surety Company as Surety, are held and firmly bound unto the City of Saint Charles, Missouri, in the sum of Five Million Four Hundred Sixty Eight Thousand One Hundred & 83/100 Dollars ($5,468,100.83) for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the ___ day of _____, 20___, enter into a contract with the City of Saint Charles, Missouri for:

CLARK STREET STORM SEWER IMPROVEMENTS
CLARK STREET FROM 2ND ST. TO MAIN ST. AND RIVERSIDE DR. FROM MAIN ST. TO ADAMS ST.

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City of Saint Charles, Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter

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made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the City of Saint Charles, Missouri, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may be made in the terms of the contract or in the work to be done under it or the giving by the City of Saint Charles, Missouri of any extension of the time for the performance of the contract or any other forbearance on the part of either the City of Saint Charles, Missouri or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above parties have executed this instrument on this ____ day of _____, 20___.

**PRINCIPAL:**

(AS APPLICABLE)

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

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CORPORATION

Corporation Name: _____

Signature of President: _____

Signature of Secretary: _____

LIMITED LIABILITY COMPANY

Company Name: Kolb Grading, LLC

Managing Member: _____

**SURETY:**

Surety Name: Western Surety Company

Attorney-in Fact: Amanda L. Williams, Attorney-In-Fact

Address of Attorney-in-Fact: 151 N. Franklin St., Chicago, IL 60606

Telephone Number of Attorney-in-Fact: (312) 822-5000

Signature Attorney-in-Fact: Amanda L. Williams

WESTERN SURETY COMPANY ★ CORPORATE SEAL ★ SOUTH DAKOTA

**NOTE:** Surety shall attach Power of Attorney

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# EXHIBIT B
# MAINTENANCE AND GUARANTEE PERFORMANCE BOND

Bond No. 30233148

KNOW ALL MEN BY THESE PRESENTS, THAT

Kolb Grading, LLC as Principal, and

Western Surety Company as Surety, are held and firmly bound unto the City of Saint Charles, Missouri (hereinafter, the "City"), in the sum of Five Hundred Forty Six Thousand Eight Hundred Ten & 08/100 Dollars ($546,810.08) for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the ___ day of _____, 20___, entered into a contract with the City of Saint Charles, Missouri for:

CLARK STREET STORM SEWER IMPROVEMENTS
CLARK STREET FROM 2ND ST. TO MAIN ST. AND RIVERSIDE DR. FROM MAIN ST. TO ADAMS ST. 17STM17 in accordance with the drawing and specifications prepared by: Chad Ross, P.E. – TWM, Inc. which said contract is by thus reference incorporated herein and made a part hereof (hereinafter, the "Contract").

NOW, THEREFORE, Principal agrees that for a period of two (2) years from and after the date of final completion and written notice of acceptance of the Project by the City, it shall keep in good order and maintain all the work done under the Contract, and repair or replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, whether by the Principal, its Subcontractors or its material suppliers, that may develop due to faulty or improper or defective materials, equipment, workmanship, design or arrangements. Any repairs made during this period shall be defect free and subject to further repairs. All repairs shall be made at no cost to City unless, and only to the extent solely caused by City's material alterations to the Work after final acceptance of the Work.

Within seven (7) days of receiving notice, Principal shall begin the repairs required by City. Failure to do so may result in City arranging for the repairs to otherwise be made at Principal's and/or Surety's expense, including, without limitation, the engineering, legal and other costs,

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together with any damages either direct or consequential, which City may sustain on account of Principal's failure to make the repairs. City, in its discretion, may permit Surety to correct the defect in the event of Principal's failure to perform.

In the event that a repair is deemed necessary to be made at once to protect life or property, City may take immediate steps to repair or barricade such defects without notice to the Principal or Surety. If this occurs, City shall not be held accountable for the lowest bid for such work, or any part thereof, but all sums actually paid shall be charged to the Principal and/or Surety. In this connection the judgment of the City is final and conclusive.

For any and all repairs that are made, regardless of whether the Principal or Surety made the repairs or whether the City had to arrive for the repairs, Principal and Surety shall, jointly and severally, fully indemnify, defend, and hold harmless the City from all suits and actions for damages of every name and description brought or claims against City by any party for any acts, omissions or negligence of the Principal, or its servants, agents, or employees, in the prosecution of the work included in the Contract or repairs.

In the event City commences legal proceedings for the collection of any sums due under this bond, interest shall accrue on the amount at the rate of twelve percent (12%) per year beginning at the commencement of legal proceedings. In such event, Principal and Surety, jointly and severally, agree to pay all costs incurred by City, including attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers on this ____ day of _____, 20___.

[Signature page is next page.]

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**PRINCIPAL:**

(AS APPLICABLE)

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Corporation Name: _____

Signature of President: _____

Signature of Secretary: _____

LIMITED LIABILITY COMPANY

Company Name: Kolb Grading, LLC ,5731 Westwood Dr.St. Charles, MO 63304

Managing Member: _____

**SURETY:**

Surety Name: Western Surety Company

Attorney-in Fact: Amanda L. Williams, Attorney-In-Fact

Address of Attorney-in-Fact: 151 N. Franklin St., Chicago, IL 60606

Telephone Number of Attorney-in-Fact: (312) 822-5000

Signature Attorney-in-Fact: Amanda L. Williams

WESTERN SURETY COMPANY ★ SOUTH DAKOTA ★ CORPORATE SEAL

**NOTE:** Surety shall attach Power of Attorney

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State of **Missouri**
County of **St. Louis**

On _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Amanda L. Williams known to me to be Attorney-in-Fact of

**Western Surety Company**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Ashley Miller, Notary Public

ASHLEY MILLER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 21, 2025
Commission # 13556557

My Commission Expires: _____

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dana A Johnessee, Andrew P Thome, Michael D Wiedemeier, Amanda L Williams, Andrea McCarthy, Donna Robson, Ashley Miller, Christina A Culotta, Braden Askew, Shandi Swederska, Individually**

of Chesterfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

## Certificate Of Completion

Envelope Id: 5825DBEC-A145-4276-8460-09642EEDCADE
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_CC Mtg 5/20_17STM17_Clark St Storm_KOLB
Source Envelope:
Document Pages: 66
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
Comments: yes
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 10.101.81.9

## Record Tracking

Status: Original
5/5/2025 11:46:39 AM

Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dan Mann<br>daniel.mann@stcharlescitymo.gov<br>Director of Engineering<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Dan Mann<br>147DA4446E33432...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.169.38<br>Signed using mobile | Sent: 5/5/2025 12:00:27 PM<br>Viewed: 5/8/2025 2:15:56 PM<br>Signed: 5/8/2025 2:16:40 PM |
| Willie Hantack<br>William.Hantack@stcharlescitymo.gov<br>Audit & Accounting Manager<br>City of Saint Charles, MO<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/8/2025 2:16:43 PM<br>Viewed: 5/12/2025 7:11:07 AM<br>Signed: 5/12/2025 7:14:11 AM |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>Paul Feldmann<br>CA2B397B773142A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 7:14:14 AM<br>Viewed: 5/12/2025 9:48:18 AM<br>Signed: 5/12/2025 9:52:31 AM |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 9:52:35 AM<br>Viewed: 5/12/2025 4:11:17 PM<br>Signed: 5/12/2025 4:15:15 PM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Holly Magdziarz<br>25D56664397942C...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 4:15:19 PM<br>Viewed: 5/12/2025 4:41:15 PM<br>Signed: 5/12/2025 4:41:30 PM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Jennifer O'Connor<br>C5FB3E8A40BE40D...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 4:41:33 PM<br>Viewed: 5/13/2025 8:42:21 AM<br>Signed: 5/13/2025 8:42:46 AM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Lawrence S. Dobrosky, Jr.<br>3E05A81A58094AA...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/13/2025 8:42:52 AM<br>Viewed: 5/13/2025 10:07:27 AM<br>Signed: 5/13/2025 10:07:47 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/13/2025 10:07:51 AM<br>Viewed: 5/13/2025 10:23:39 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br><br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/13/2025 8:42:51 AM<br>Viewed: 5/13/2025 9:13:13 AM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/5/2025 12:00:27 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Engineering | **Department Contact:** | Jeff Pittman/Grace Capritta |
| **Vendor Name & NWS#:** | GERSHENSON CONSTRUCTION CO INC/70 | | |
| **Description/Purpose:** | Authorization to enter into an agreement with Gershenson Construction Company Inc. for the Second Street Reconstruction in an amount not to exceed $3,086,549.90. | | |
| **Account #:** | 412-502-502-873-101 $1,703,416.80<br>410-502-502-873-101 $1,383,133.10 | | |
| **Project #:** | 21STR4 | | |
| **Amount of this Routing:** | $ 3,086,549.90 | **Requisition #:** | 2025-472 |
| **Contract Type:** | New Contract | **N/A** | Coop#: |
| **Contract Term:** | To completion | **Renewal Options:** | |
| **If Renewal or Amendment: C#** | | **Amendment #** | **Renewal #** |
| **Original Contract Value:** | $ | **Total of Previous Amendments:** | $ |
| **Total Contract Value:** | $ 3,086,549.90 | | |

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Dan Mann | DocuSigned by: Dan Mann 5/8/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann 5/12/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 5/12/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor 5/13/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 5/13/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):** 9 **Sponsor(s):** CONSENT AGENDA

**Description:**
Authorization to enter into an agreement with Gershenson Construction Company Inc. for the Second Street Reconstruction in an amount not to exceed $3,086,549.90.

| | | |
|---|---|---|
| **Contract Extension/Renewal:** | **Yes** ☐ | **No** ☑ |
| **Information Paper Attached:** | **Yes** ☑ | **No** ☐ |

| | | |
|---|---|---|
| **Staff Recommendation:** | **Approve** ☑ | **Disapprove** ☐ |
| **Board/Committee/Commission Recommendation:** | **Approve** ☐ | **Disapprove** ☐ |

**Summary:**
This project will consist of pavement and curb replacement from Boone's Lick Road to First Capital Drive. The project includes the addition of sidewalk on both sides of 2nd street with bulb-outs for traffic calming and safer pedestrian crossing. Enclosed drainage will be improved and retrofitted to connect to the new curb lines. The City received four bids to construct the project, Gershenson Construction Company Inc. being the low bid at $3,086,549.90.

The contractor's bid, experience, and references have been reviewed and found to be acceptable.

**Staff recommends approval for this contract.**

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

**Fiscal Impact:** 3,086,549.90 **Requisition #:** 2025-472

**Account #:** 412-502-502-873-101 $1,703,416.80
410-502-502-873-101 $1,383,133.10

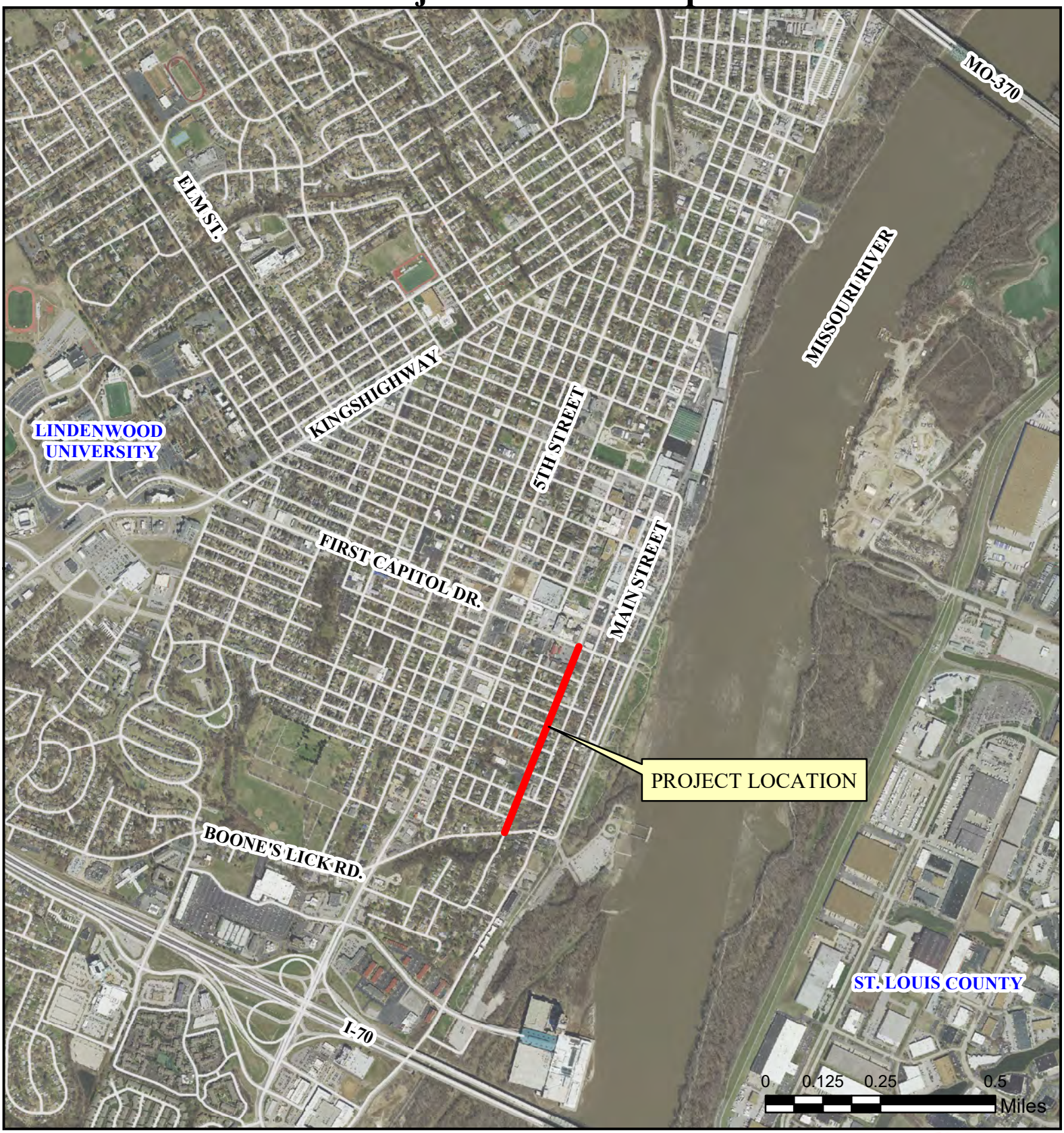
**Project #:** 21STR4

RCA prepared by: JP/GC Dept. Dir. DM Finance Dir. MP Dir. of Admin. LSD

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

Attachment A1

# Second Street Reconstruction
# Project Location Map




DISCLAIMER: This map is based on information maintained by the City of St. Charles, Missouri. The City does not warrant or guarantee the accuracy or completeness of the information shown. It is the responsibility of the user of this information to verify independently its accuracy and completeness. By using this information, the user waives any and all claims against the City of St. Charles, Missouri, arising from such use.

N

**DATE: 1/14/2020**

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

**Second Street Reconstruction**
**21STR4**
**BID #4740**
**April 24, 2025**

| CONTRACTOR | BID TOTAL |
|---|---|
| Gershenson | $3,086,549.90 |
| Pavement Solutions | $3,590,278.45 |
| Raineri | 3,752,955.87 |
| PCX Construction | $3,925,045.00 |

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

| Project: | Second Street Reconstruction |
|---|---|
| Federal Project # | STP-5414(640) |
| City of St. Charles Project # | 21STR4 |
| Bid Date: | 4/24/2025 |

| | | | | Engineer's Estimate | | Gershenson | | Pavement Solutions | | PCX Construction | | Raineri | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ROADWAY ITEMS** | | | | | | | | | | | | | |
| **BID ITEM NUMBER** | **BID ITEM** | **UNIT** | **TOTAL QUANTITY** | **UNIT PRICE ($)** | **Extension ($)** | **UNIT PRICE ($)** | **Extension ($)** | **UNIT PRICE ($)** | **Extension ($)** | **UNIT PRICE ($)** | **Extension ($)** | **UNIT PRICE ($)** | **Extension ($)** |
| *201-20.10* | CLEARING AND GRUBBING | L.S. | 1 | $30,000.00 | $30,000.00 | $8,100.00 | $8,100.00 | $19,250.00 | $19,250.00 | $14,100.00 | $14,100.00 | $6,512.00 | $6,512.00 |
| *202-20.10* | REMOVAL OF IMPROVEMENTS | L.S. | 1 | $250,000.00 | $250,000.00 | $168,000.00 | $168,000.00 | $223,102.00 | $223,102.00 | $200,650.00 | $200,650.00 | $321,068.00 | $321,068.00 |
| *203-10.00* | CLASS "A" EXCAVATION | C.Y. | 2326 | $50.00 | $116,300.00 | $45.00 | $104,670.00 | $29.08 | $67,640.08 | $44.00 | $102,344.00 | $66.97 | $155,772.22 |
| *203-60.00* | COMPACTING EMBANKMENT | C.Y. | 344 | $15.00 | $5,160.00 | $10.00 | $3,440.00 | $41.94 | $14,427.36 | $31.00 | $10,664.00 | $29.16 | $10,031.04 |
| *304-05.04* | TYPE 5 AGGREGATE BASE (4" THICK) | S.Y. | 10662.8 | $12.00 | $127,953.60 | $10.00 | $106,628.00 | $5.79 | $61,737.61 | $7.00 | $74,639.60 | $12.80 | $136,483.84 |
| *405-30.10* | TYPE "C" BITUMINOUS CONCRETE (PAVEMENT) | S.Y. | 7425 | $14.00 | $103,950.00 | $10.25 | $76,106.25 | $13.38 | $99,346.50 | $17.00 | $126,225.00 | $21.09 | $156,593.25 |
| *405-30.30* | TYPE "X" BITUMINOUS CONCRETE (BASE) | S.Y. | 6840.3 | $45.00 | $307,813.50 | $41.00 | $280,452.30 | $47.09 | $322,109.73 | $50.00 | $342,015.00 | $43.42 | $297,005.83 |
| *407-10.27* | TACK-EMULSIFIED ASPHALT (SS-1H) | GAL. | 40 | $7.00 | $280.00 | $6.00 | $240.00 | $4.56 | $182.40 | $3.00 | $120.00 | $27.00 | $1,080.00 |
| *603-99.99* | MISC. IRRIGATION SYSTEM MODIFICATIONS | L.S. | 1 | $5,000.00 | $5,000.00 | $500.00 | $500.00 | $11,000.00 | $11,000.00 | $20,900.00 | $20,900.00 | $5,500.00 | $5,500.00 |
| *608-50.06* | PAVED APPROACH (6") | S.Y. | 415.8 | $85.00 | $35,343.00 | $111.00 | $46,153.80 | $102.23 | $42,507.23 | $161.00 | $66,943.80 | $127.39 | $52,968.76 |
| *608-50.07* | PAVED APPROACH (7") | S.Y. | 123.5 | $95.00 | $11,732.50 | $119.00 | $14,696.50 | $110.03 | $13,588.71 | $167.00 | $20,624.50 | $140.56 | $17,359.16 |
| *609-10.53* | CURB AND GUTTER, VERTICAL (6") (1'-6" WIDE) | L.F. | 3994 | $50.00 | $199,700.00 | $47.00 | $187,718.00 | $53.45 | $213,479.30 | $100.00 | $399,400.00 | $51.11 | $204,133.34 |
| *609-10.55* | ROLLED CURB AND GUTTER (1'-6" WIDE) | L.F. | 640 | $55.00 | $35,200.00 | $53.00 | $33,920.00 | $60.36 | $38,630.40 | $92.00 | $58,880.00 | $46.93 | $30,035.20 |
| *613-30.01* | PARTIAL DEPTH PAVEMENT REPAIR, TYPE "X" BITUMINOUS (INCLUDES MILLING, CONCRETE, OR ASPHALT) | S.Y. | 613.8 | $10.00 | $6,138.00 | $22.00 | $13,503.60 | $49.12 | $30,149.86 | $100.00 | $61,380.00 | $46.48 | $28,529.42 |
| *619-00.00* | MOBILIZATION | L.S. | 1 | $181,000.00 | $181,000.00 | $260,000.00 | $260,000.00 | $514,500.00 | $514,500.00 | $291,000.40 | $291,000.40 | $363,000.00 | $363,000.00 |
| *627-40.00* | SURVEYING AND CONSTRUCTION STAKING | L.S. | 1 | $54,000.00 | $54,000.00 | $25,000.00 | $25,000.00 | $16,170.00 | $16,170.00 | $18,200.00 | $18,200.00 | $15,876.00 | $15,876.00 |
| *803-10.00* | SODDING | S.Y. | 1530 | $10.00 | $15,300.00 | $13.00 | $19,890.00 | $13.20 | $20,196.00 | $15.00 | $22,950.00 | $12.96 | $19,828.80 |
| *806-10.07A* | CURB INLET CHECK | EACH | 33 | $150.00 | $4,950.00 | $25.00 | $825.00 | $137.50 | $4,537.50 | $155.00 | $5,115.00 | $135.00 | $4,455.00 |
| *806-55.00* | STORM WATER POLLUTION PREVENTION PLAN (SWPPP) | L.S. | 1 | $10,000.00 | $10,000.00 | $2,700.00 | $2,700.00 | $550.00 | $550.00 | $7,180.00 | $7,180.00 | $440.00 | $440.00 |
| *806-70.00* | SILT FENCE | L.F. | 134 | $15.00 | $2,010.00 | $8.00 | $1,072.00 | $7.15 | $958.10 | $8.00 | $1,072.00 | $7.02 | $940.68 |
| *JSP Z* | AS-BUILTS | L.S. | 1 | $5,000.00 | $5,000.00 | $3,325.00 | $3,325.00 | $3,300.00 | $3,300.00 | $3,710.00 | $3,710.00 | $3,240.00 | $3,240.00 |
| *JSP M* | SUBGRADE REMEDIATION | C.Y. | 601 | $65.00 | $39,065.00 | $80.00 | $48,080.00 | $84.84 | $50,988.84 | $103.00 | $61,903.00 | $162.90 | $97,902.90 |
| **SUBTOTAL - ROADWAY ITEMS** | | | | | $1,545,895.60 | | **$1,405,020.45** | | **$1,768,351.61** | | **$1,910,016.30** | | **$1,928,755.44** |
| **PEDESTRIAN ITEMS** | | | | | | | | | | | | | |
| *607-10.60* | PEDESTRIAN FENCE (STRUCTURE) | L.F. | 75 | $250.00 | $18,750.00 | $350.00 | $26,250.00 | $401.50 | $30,112.50 | $557.00 | $41,775.00 | $367.20 | $27,540.00 |
| *607-30.20* | ALUMINUM HANDRAIL | L.F. | 27 | $250.00 | $6,750.00 | $380.00 | $10,260.00 | $302.50 | $8,167.50 | $371.00 | $10,017.00 | $396.36 | $10,701.72 |
| *608-60.04* | CONCRETE SIDEWALK (4" THICK) | S.Y. | 1625.7 | $70.00 | $113,799.00 | $77.00 | $125,178.90 | $115.70 | $188,093.49 | $150.00 | $243,855.00 | $57.76 | $93,900.43 |
| *608-60.06* | CONCRETE SIDEWALK (6" THICK) | S.Y. | 72.7 | $80.00 | $5,816.00 | $94.00 | $6,833.80 | $187.16 | $13,606.53 | $156.00 | $11,341.20 | $101.07 | $7,347.79 |
| *608-60.08* | CONCRETE SIDEWALK CURB RAMP (7" THICK) | EACH | 36 | $3,000.00 | $108,000.00 | $3,065.00 | $110,340.00 | $4,055.41 | $145,994.76 | $2,750.00 | $99,000.00 | $2,661.95 | $95,830.20 |
| *608-70.00* | CONCRETE STEPS | S.F. | 112.5 | $200.00 | $22,500.00 | $182.00 | $20,475.00 | $145.62 | $16,382.25 | $495.00 | $55,687.50 | $71.22 | $8,012.25 |
| *JSP N* | UNIT PAVERS | S.Y. | 184 | $250.00 | $46,000.00 | $446.00 | $82,064.00 | $541.02 | $99,547.68 | $422.00 | $77,648.00 | $480.71 | $88,450.64 |
| *JSP L* | INTEGRAL SIDEWALK AND RETAINING WALL | L.F. | 706 | $325.00 | $229,450.00 | $464.00 | $327,584.00 | $669.37 | $472,575.22 | $664.00 | $468,784.00 | $708.22 | $500,003.32 |
| **SUBTOTAL - PEDESTRIAN ITEMS** | | | | | **$551,065.00** | | **$708,985.70** | | **$974,479.93** | | **$1,008,107.70** | | **$831,786.35** |
| **UTILITY ITEMS** | | | | | | | | | | | | | |
| *603-10.21* | ADJUST WATER SERVICE METER | EACH | 1 | $2,500.00 | $2,500.00 | $2,408.00 | $2,408.00 | $2,242.95 | $2,242.95 | $1,130.00 | $1,130.00 | $1,404.00 | $1,404.00 |
| *603-10.35* | ADJUST WATER SERVICE VALVE BOX TO GRADE | EACH | 70 | $250.00 | $17,500.00 | $330.00 | $23,100.00 | $480.52 | $33,636.40 | $723.00 | $50,610.00 | $1,404.00 | $98,280.00 |
| *603-10.40* | ADJUST WATER SERVICE METER BOX TO GRADE | EACH | 27 | $250.00 | $6,750.00 | $1,296.00 | $34,992.00 | $562.17 | $15,178.59 | $1,020.00 | $27,540.00 | $1,404.00 | $37,908.00 |
| *603-90.06* | BEND 45 DEGREE, RESTRAINED | EACH | 10 | $850.00 | $8,500.00 | $1,652.00 | $16,520.00 | $977.44 | $9,774.40 | $534.00 | $5,340.00 | $1,512.00 | $15,120.00 |
| *603-90.10* | SOLID SLEEVE RESTRAINED JOINT | EACH | 10 | $850.00 | $8,500.00 | $1,093.00 | $10,930.00 | $1,029.22 | $10,292.20 | $735.00 | $7,350.00 | $1,890.00 | $18,900.00 |
| *604-12.01* | SINGLE CURB INLET, UNTRAPPED | EACH | 21 | $6,000.00 | $126,000.00 | $4,267.00 | $89,607.00 | $5,897.45 | $123,846.45 | $3,700.00 | $77,700.00 | $2,673.00 | $56,133.00 |
| *604-18.02* | 2-GRATE INLET, UNTRAPPED (60" BASE) | EACH | 1 | $8,000.00 | $8,000.00 | $7,171.00 | $7,171.00 | $6,054.63 | $6,054.63 | $5,890.00 | $5,890.00 | $42,951.60 | $42,951.60 |
| *604-18.02* | 2-GRATE INLET, UNTRAPPED (72" BASE) | EACH | 1 | $10,000.00 | $10,000.00 | $8,067.00 | $8,067.00 | $7,437.24 | $7,437.24 | $7,000.00 | $7,000.00 | $4,509.00 | $4,509.00 |
| *604-20.26* | ADJUST GRATE INLET TO GRADE | EACH | 1 | $2,500.00 | $2,500.00 | $1,100.00 | $1,100.00 | $1,711.20 | $1,711.20 | $1,370.00 | $1,370.00 | $2,268.00 | $2,268.00 |
| *604-20.30* | ADJUSTING MANHOLE TO GRADE | EACH | 21 | $2,500.00 | $52,500.00 | $300.00 | $6,300.00 | $1,365.60 | $28,677.60 | $960.00 | $20,160.00 | $2,516.40 | $52,844.40 |
| *604-40.11* | PIPE COLLAR, TYPE "A" (CONCRETE) | EACH | 1 | $2,000.00 | $2,000.00 | $650.00 | $650.00 | $1,915.20 | $1,915.20 | $1,560.00 | $1,560.00 | $1,890.00 | $1,890.00 |
| *604-90.40* | ADJUST INLET STONE TO GRADE | EACH | 1 | $2,000.00 | $2,000.00 | $1,100.00 | $1,100.00 | $825.60 | $825.60 | $1,370.00 | $1,370.00 | $2,268.00 | $2,268.00 |
| *605-10.10* | CLASS "A" UNDERDRAIN | L.F. | 172 | $50.00 | $8,600.00 | $50.00 | $8,600.00 | $103.09 | $17,731.48 | $76.00 | $13,072.00 | $219.24 | $37,709.28 |
| *726-13.12* | 12" CLASS III REINFORCED CONCRETE PIPE CULVERT | L.F. | 625 | $225.00 | $140,625.00 | $140.00 | $87,500.00 | $176.58 | $110,362.50 | $125.00 | $78,125.00 | $251.64 | $157,275.00 |
| *726-90.10* | MSD CLASS "A" CONCRETE FOR ENCASEMENT | C.Y. | 7 | $100.00 | $700.00 | $400.00 | $2,800.00 | $1,196.57 | $8,375.99 | $344.00 | $2,408.00 | $637.20 | $4,460.40 |
| *730-52.08* | 8 IN. DUCTILE IRON PIPE | L.F. | 173 | $220.00 | $38,060.00 | $983.00 | $170,059.00 | $345.25 | $59,728.25 | $915.00 | $158,295.00 | $275.40 | $47,644.20 |
| *731-00.60* | PRECAST CONCRETE MANHOLE (60") | EACH | 3 | $7,500.00 | $22,500.00 | $6,679.00 | $20,037.00 | $5,495.43 | $16,486.29 | $5,960.00 | $17,880.00 | $3,564.00 | $10,692.00 |
| *731-00.72* | PRECAST CONCRETE MANHOLE (72") | EACH | 1 | $8,500.00 | $8,500.00 | $7,133.00 | $7,133.00 | $6,855.24 | $6,855.24 | $6,440.00 | $6,440.00 | $3,996.00 | $3,996.00 |
| *JSP S* | FIRE HYDRANT | EACH | 9 | $8,000.00 | $72,000.00 | $10,770.00 | $96,930.00 | $10,355.76 | $93,201.84 | $11,800.00 | $106,200.00 | $7,020.00 | $63,180.00 |
| *JSP T* | 6 IN. TAPPING TEE | EACH | 9 | $4,000.00 | $36,000.00 | $10,260.00 | $92,340.00 | $6,180.83 | $55,627.47 | $4,400.00 | $39,600.00 | $5,400.00 | $48,600.00 |
| *JSP U* | 6 IN. DUCTILE IRON PIPE | L.F. | 133 | $160.00 | $21,280.00 | $278.00 | $36,974.00 | $177.19 | $23,566.27 | $229.00 | $30,457.00 | $264.60 | $35,191.80 |
| *JSP X* | WATER SERVICE LINE CONNECTION | L.F. | 130 | $25.00 | $3,250.00 | $346.00 | $44,980.00 | $171.71 | $22,322.30 | $206.00 | $26,780.00 | $145.80 | $18,954.00 |
| *JSP P* | DOWNSPOUT CONNECTION | EACH | 1 | $750.00 | $750.00 | $862.00 | $862.00 | $1,828.88 | $1,828.88 | $2,460.00 | $2,460.00 | $5,400.00 | $5,400.00 |
| *JSP W* | CROSS BLOCK | EACH | 10 | $850.00 | $8,500.00 | $973.00 | $9,730.00 | $1,133.35 | $11,333.50 | $987.00 | $9,870.00 | $2,700.00 | $27,000.00 |
| *JSP V* | 8 IN. HOT TAP INSERTION VALVE | EACH | 1 | $5,000.00 | $5,000.00 | $18,940.00 | $18,940.00 | $15,849.40 | $15,849.40 | $19,900.00 | $19,900.00 | $5,724.00 | $5,724.00 |
| *JSP X* | REPLACE WATER SERVICE METER BOX | EACH | 5 | $1,000.00 | $5,000.00 | $3,251.00 | $16,255.00 | $2,494.70 | $12,473.50 | $2,340.00 | $11,700.00 | $5,292.00 | $26,460.00 |
| **SUBTOTAL - UTILITY ITEMS** | | | | | **$617,515.00** | | **$815,085.00** | | **$697,335.37** | | **$730,207.00** | | **$826,762.68** |
| **TRAFFIC ITEMS** | | | | | | | | | | | | | |
| *612-30.15* | TRAFFIC CONTROL (ALL INCLUSIVE) | L.S. | 1 | $65,000.00 | $65,000.00 | $34,100.00 | $34,100.00 | $25,525.00 | $25,525.00 | $59,500.00 | $59,500.00 | $37,242.72 | $37,242.72 |
| *620-59.01A* | 4" YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L | L.F. | 840 | $0.50 | $420.00 | $1.60 | $1,344.00 | $2.75 | $2,310.00 | $3.00 | $2,520.00 | $1.62 | $1,360.80 |
| *620-59.02A* | 6" WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L | L.F. | 1303 | $0.50 | $651.50 | $1.60 | $2,084.80 | $2.75 | $3,583.25 | $3.00 | $3,909.00 | $1.62 | $2,110.86 |
| *620-00.09* | 6" WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING | L.F. | 793 | $5.00 | $3,965.00 | $5.95 | $4,718.35 | $6.60 | $5,233.80 | $7.00 | $5,551.00 | $5.94 | $4,710.42 |
| *620-00.15* | 24" WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING | L.F. | 152 | $25.00 | $3,800.00 | $23.80 | $3,617.60 | $27.50 | $4,180.00 | $30.00 | $4,560.00 | $23.76 | $3,611.52 |
| *620-00.36* | 30" WHITE MIDBLOCK PREFORMED THERMOPLASTIC PAVEMENT MARKING | EACH | 54 | $200.00 | $10,800.00 | $189.00 | $10,206.00 | $220.00 | $11,880.00 | $247.00 | $13,338.00 | $189.00 | $10,206.00 |
| *620-99.02* | MISCELLANEOUS PAVEMENT MARKING SYMBOLS | EACH | 6 | $500.00 | $3,000.00 | $324.00 | $1,944.00 | $825.00 | $4,950.00 | $928.00 | $5,568.00 | $324.00 | $1,944.00 |
| *903-12.70A* | 2" PSST POST | L.F. | 212 | $15.00 | $3,180.00 | $65.00 | $13,780.00 | $24.00 | $5,088.00 | $45.00 | $9,540.00 | $68.04 | $14,424.48 |
| *903-12.71A* | DRIVEN POST ANCHOR FOR 2" PSST - 12 GA. | EACH | 25 | $150.00 | $3,750.00 | $221.00 | $5,525.00 | $490.00 | $12,250.00 | $371.00 | $9,275.00 | $232.20 | $5,805.00 |
| *903-12.74* | CONCRETE POST ANCHOR FOR 2" PSST - 7 GA. | EACH | 16 | $350.00 | $5,600.00 | $351.00 | $5,616.00 | $660.00 | $10,560.00 | $495.00 | $7,920.00 | $368.28 | $5,892.48 |
| *903-99.02* | DECORATIVE SIGN POST, 4" DIAMETER, 12' LENGTH | EACH | 19 | $750.00 | $14,250.00 | $1,485.00 | $28,215.00 | $2,692.00 | $51,148.00 | $7,420.00 | $140,980.00 | $368.28 | $6,997.32 |
| *903-50.04A* | SH - FLAT SHEET | S.F. | 282 | $30.00 | $8,460.00 | $151.00 | $42,582.00 | $44.39 | $12,517.98 | $46.00 | $12,972.00 | $158.76 | $44,770.32 |
| *903-50.69A* | SHF - FLAT SHEET FLUORESCENT | S.F. | 23 | $45.00 | $1,035.00 | $162.00 | $3,726.00 | $38.50 | $885.50 | $47.00 | $1,081.00 | $170.64 | $3,924.72 |
| **SUBTOTAL - TRAFFIC ITEMS** | | | | | **$123,911.50** | | **$157,458.75** | | **$150,111.53** | | **$276,714.00** | | **$143,000.64** |
| **SECOND STREET RECONSTRUCTION TOTAL** | | | | | **$2,838,387.10** | | **$3,086,549.90** | | **$3,590,278.45** | | **$3,925,045.00** | | **$3,730,305.11** |

Apparent Low Bidder

Mathmatical Error

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# CONTRACT AGREEMENT

This agreement, made the _____ day of _____, 20 25, and between Gershenson Construction Company, Inc. _____, 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 SECOND STREET RECONSTRUCTION, BID NUMBER 4740 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 **260** 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 Six Hundred Twenty Five Dollars ($1625) 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 Three million, eighty-six thousand, five-hundred, forty-nine dollars & 90/100s (3,086,549.90) 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.

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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.

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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 purposed 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

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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.

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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)**

By: Date

Attest:

Secretary

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 5/13/2025
C3FB3E8A40BE40D...

Director of Finance, St. Charles Date

Jennifer O'Connor

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ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF MISSOURI )
)
COUNTY OF Missouri )

On this 24th day of April, , 20 25 , before me appeared Jackie Van Norman , to me personally known, who being by me duly sworn did say that he/she is the President (other officer or agent), of Gershenson Construction Co., Inc. Corporation, a corporation of the State of Missouri , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jackie Van Norman acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

ANITA A. KRUEGER
My Commission Expires
12-15-2026
NOTARY SEAL
Crawford
County
Commission # 22142358
NOTARY PUBLIC - STATE OF MISSOURI

My Commission Expires: 12.15.2026

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N/A

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A PARTNERSHIP

STATE OF MISSOURI )
)
COUNTY OF )

On this _____ day of _____, 20____ before me appeared _____, to me personally know, who being by me duly sworn did say he/she is a member of the partnership of _____, and that as such partner he/she has authority to execute the foregoing instrument on behalf of said partnership, ad acknowledge that he/she executed the same as his/her free act and deed and as the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and year first above written.

_____
Notary Public

My Commission Expires: _____

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STP-5414(640)

City of St. Charles, Missouri
200 North Second Street, St. Charles, MO 63301

# REQUEST FOR BID

FOR
CONSTRUCTION OF
**SECOND STREET RECONSTRUCTION**
**City Project No. - 21STR4**

**CITY OF ST. CHARLES, MISSOURI**

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

STP-5414(640)

City of St. Charles, Missouri
200 North Second Street, St. Charles, MO 63301

# CONTRACT AND BOND

BID OF

Bidder Name Gershenson Construction Co., Inc.

Bidder Address #2 Truitt Drive Eureka, MO 63025

FOR
CONSTRUCTION OF
**SECOND STREET RECONSTRUCTION**
**City Project No. - 21STR4**

**CITY OF ST. CHARLES, MISSOURI**

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

# ADVERTISEMENT FOR BID #4740

Notice is hereby given that the City of St. Charles will receive sealed proposals at City Hall, Public Works Office, 200 North Second Street, St. Charles, Missouri until 2:00 p.m. local time, on April 24th, 2025, at which time all bids for the **Second Street Reconstruction** will be publicly opened and read.

This project will consist of pavement & curb replacement from Boone's Lick Rd. to First Capital Drive. The project includes the addition of sidewalk on both sides of 2nd Street with bulb-outs for traffic calming and safer pedestrian crossing. Enclosed drainage will be improved and retrofitted to connect to the new curb lines.

The bid proposal shall be made on a form of proposal, provided in the specifications and delivered in a sealed envelope clearly marked on the outside **Bid No.** 4740 to the Public Works Office on or before the time specified above. No facsimiles will be accepted. The proposal shall be accompanied by a bid bond, certified check or cashier's check of a bank or trust company in St. Charles County, City of St. Charles, St. Louis County, or in the City of St. Louis for an amount not less than five (5%) percent of the bid amount. The amount of the check shall be forfeited to the City if the bidder neglects or refuses to enter into a contract or to furnish bond after their proposal has been accepted.

The City reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids with the MoDOT's concurrence. The City reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding one hundred twenty (120) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract and performance bond and other required certificates in triplicate and return the signed documents within fifteen (15) days after the date of their receipt.

The City of St. Charles hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

The City of St. Charles is an equal opportunity employer. The City does not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.

The DBE goal for this project is 9%

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Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

Plans and specifications are now on file at **http://planroom.drexeltech.com**. Plans and specifications can be downloaded or ordered from this site for the fee listed online.

The successful bidder and contractor will be furnished, without cost, not more than three (3) sets of plans and specifications for the project. If more are requested, additional sets will be furnished at a nominal charge. Any plans and specifications required for permits by a municipality or other public agency will be furnished by the City.

St. Charles Public Works Department
200 North Second Street
St. Charles, Missouri 63301

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# BIDDER CHECKLIST
## FINAL CHECKLIST BEFORE SUBMITTING BID

☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)

☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #8). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.

☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of St. Charles. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable)**.

☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.

☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.

☐ 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.

☐ 7. Submit the Bidder's List Quote Summary form with the bid.

☐ 8. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The DBE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project. Any DBE's submitted as regular dealers/distributors must have an accompanying DBE Regular Dealer/Distributor Affirmation Form.

☐ 9. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

♦♦♦

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Job Special Provisions
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Applicable Federal Wage Rates
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# NOTICE TO CONTRACTORS

Sealed bids, addressed to City of St. Charles, 200 North Second Street, St. Charles, MO 63301 for the proposed work will be received by the City of St. Charles until 2:00 p.m. (prevailing local time) on April 24th, 2025, at the office of the City of St. Charles, 200 North Second Street Room 202 St. Charles, MO 63301, and at that time will be publicly opened. Bids should be delivered to: 200 North Second Street, Room 202, St. Charles, MO 63301.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

This project will consist of pavement & curb replacement from Boone's Lick Rd. to First Capital Drive. The project includes the addition of sidewalk on both sides of 2nd Street with bulb-outs for traffic calming and safer pedestrian crossing. Enclosed drainage will be improved and retrofitted to connect to the new curb lines.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and "Missouri Standard Plans for Highway Construction, 2009" (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to April 2025 Missouri Std. Plans
For Highway Construction

The following documents are available on the St. Louis County web page at www.stlouiscountymo.gov under "Publications & Manuals". The effective version shall be determined by the letting date of the project.

Standard Specifications for Road and Bridge Construction

Construction Standard Drawings

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of St. Charles".

The contracting authority for this contract is the City of St. Charles.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Section 108 and as follows below:

All project work described in the bid documents, final corrective measures, and final paperwork to be completed and ready for final inspection and final acceptance within **260 consecutive calendar days** from Notice to Proceed. Notice to Proceed date will be agreed upon between City and Contractor and will take into consideration utility relocations

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that will occur during the contract period.

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified in the Period of Performance, or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Section 108 shall be as follows:

Liquidated damages per day = **$ 1625**

(5) **BID GUARANTY**: The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

☑ Paper Bid Bond
☐ Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in **"Annual Wage Order No. 31"**, which is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started.

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After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or $2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding "Buy America" requirements can be found at:

http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Gershenson Construction Co., Inc., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual ☐ partnership ☐ joint venture

☑ corporation, incorporated under laws of state of Missouri.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

_____

Executed by bidder this 24th day of April, 20 25.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR

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OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Jackie Van Norman, Controller

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

**(15)** **TRAINEES**: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **0** **slots** at **0** hours per slot.

**(16)** **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

**(17)** **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

**(18)** **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

**(19)** **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

**(20)** **SALES AND USE TAX EXEMPTION:** The City of St. Charles, a tax exempt entity, will furnish

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a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(21) (a) **ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL**: Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14 . The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

| | | |
|---|---|---|
| ☐ Excavation Production | ☐ Asphalt Production | ☐ Asphalt Hauling |
| ☐ Concrete Paving Production | ☐ Concrete Paving Hauling | ☐ Aggregate Base Hauling |

(b) **ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX:** Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons, the Seal Coat Provision applies only to projects that have a quantity that exceeds 50,000 square yards, the Underseal Provision applies only to any projects that have a quantity that exceeds 10,000 gallons, and the UBAWS Membrane provision applies only to projects that have a quantity that exceeds 5,000 square yards. The above quantity limits apply to an individual project or any number of projects in the contract combination.

| | | | |
|---|---|---|---|
| ☒ Asphalt Cement | ☐ Seal Coat | ☐ Underseal | ☐ UBAWS Membrane |

**ITEMIZED BID**: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows (see bid form beginning on next sheet):

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| SECOND STREET RECONSTRUCTION BID FORM | | | | | |
|---|---|---|---|---|---|
| ROADWAY | | | | | |
| **BID ITEM NUMBER** | **BID ITEM** | **UNIT** | **TOTAL QUANTITY** | **UNIT PRICE ($)** | **EXTENSION ($)** |
| *201-20.10* | CLEARING AND GRUBBING | L.S. | 1 | 8,100.00 | 8,100.00 |
| *202-20.10* | REMOVAL OF IMPROVEMENTS | L.S. | 1 | 168,000.00 | 168,000.00 |
| *203-10.00* | CLASS "A" EXCAVATION | C.Y. | 2326 | 45.00 | 104,670.00 |
| *203-60.00* | COMPACTING EMBANKMENT | C.Y. | 344 | 10.00 | 3,440.00 |
| *304-05.04* | TYPE 5 AGGREGATE BASE (4" THICK) | S.Y. | 10662.8 | 10.00 | 106,628.00 |
| *405-30.10* | TYPE "C" BITUMINOUS CONCRETE (PAVEMENT) | S.Y. | 7425.0 | 10.25 | 76,106.25 |
| *405-30.30* | TYPE "X" BITUMINOUS CONCRETE (BASE) | S.Y. | 6840.3 | 41.00 | 280,452.30 |
| *407-10.27* | TACK-EMULSIFIED ASPHALT (SS-1H) | GAL. | 40 | 6.00 | 240.00 |
| *603-99.99* | MISC. IRRIGATION SYSTEM MODIFICATIONS | L.S. | 1 | 500.00 | 500.00 |
| *608-50.06* | PAVED APPROACH (6") | S.Y. | 415.8 | 111.00 | 46,153.80 |
| *608-50.07* | PAVED APPROACH (7") | S.Y. | 123.5 | 119.00 | 14,696.50 |
| *609-10.53* | CURB AND GUTTER, VERTICAL (6") (1'-6" WIDE) | L.F. | 3994 | 47.00 | 187,718.00 |
| *609-10.55* | ROLLED CURB AND GUTTER (1'-6" WIDE) | L.F. | 640 | 53.00 | 33,920.00 |
| *613-30.01* | PARTIAL DEPTH PAVEMENT REPAIR, TYPE "X" BITUMINOUS (INCLUDES MILLING, CONCRETE, OR ASPHALT) | S.Y. | 613.8 | 22.00 | 13,503.60 |
| *619-00.00* | MOBILIZATION | L.S. | 1 | 260,000.00 | 260,000.00 |
| *627-40.00* | SURVEYING AND CONSTRUCTION STAKING | L.S. | 1 | 25,000.00 | 25,000.00 |
| *803-10.00* | SODDING | S.Y. | 1530 | 13.00 | 19,890.00 |
| *806-10.07A* | CURB INLET CHECK | EACH | 33 | 25.00 | 825.00 |
| *806-55.00* | STORM WATER POLLUTION PREVENTION PLAN (SWPPP) | L.S. | 1 | 2,700.00 | 2,700.00 |
| *806-70.00* | SILT FENCE | L.F. | 134 | 8.00 | 1,072.00 |
| *JSP Z* | AS-BUILTS | L.S. | 1 | 3,325.00 | 3,325.00 |
| *JSP M* | SUBGRADE REMEDIATION | C.Y. | 601 | 80.00 | 48,080.00 |
| **SUBTOTAL – ROADWAY** | | | | | 1,405,020.45 |

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| | | | | | |
|---|---|---|---|---|---|
| **PEDESTRIAN ITEMS** | | | | | |
| *607-10.60* | PEDESTRIAN FENCE (STRUCTURE) | L.F. | 75 | 350.00 | 26,250.00 |
| *607-30.20* | ALUMINUM HANDRAIL | L.F. | 27 | 380.00 | 10,260.00 |
| *608-60.04* | CONCRETE SIDEWALK (4" THICK) | S.Y. | 1625.7 | 77.00 | 125,178.90 |
| *608-60.06* | CONCRETE SIDEWALK (6" THICK) | S.Y. | 72.7 | 94.00 | 6,833.80 |
| *608-60.08* | CONCRETE SIDEWALK CURB RAMP (7" THICK) | EACH | 36 | 3,065.00 | 110,340.00 |
| *608-70.00* | CONCRETE STEPS | S.F. | 112.5 | 182.00 | 20,475.00 |
| *JSP N* | UNIT PAVERS | S.Y. | 184.0 | 446.00 | 82,064.00 |
| *JSP L* | INTEGRAL SIDEWALK AND RETAINING WALL | L.F. | 706 | 464.00 | 327,584.00 |
| **SUBTOTAL – PEDESTRIAN** | | | | | 708,985.70 |
| **UTILITY ITEMS** | | | | | |
| *603-10.21* | ADJUST WATER SERVICE METER | EACH | 1 | 2,408.00 | 2,408.00 |
| *603-10.35* | ADJUST WATER SERVICE VALVE BOX TO GRADE | EACH | 70 | 330.00 | 23,100.00 |
| *603-10.40* | ADJUST WATER SERVICE METER BOX TO GRADE | EACH | 27 | 1,296.00 | 34,992.00 |
| *603-90.06* | BEND 45 DEGREE, RESTRAINED | EACH | 10 | 1,652.00 | 16,520.00 |
| *603-90.10* | SOLID SLEEVE RESTRAINED JOINT | EACH | 10 | 1,093.00 | 10,930.00 |
| *604-12.01* | SINGLE CURB INLET, UNTRAPPED | EACH | 21 | 4,267.00 | 89,607.00 |
| *604-18.02* | 2-GRATE INLET, UNTRAPPED (60" BASE) | EACH | 1 | 7,171.00 | 7,171.00 |
| *604-18.02* | 2-GRATE INLET, UNTRAPPED (72" BASE) | EACH | 1 | 8,067.00 | 8,067.00 |
| *604-20.26* | ADJUST GRATE INLET TO GRADE | EACH | 1 | 1,100.00 | 1,100.00 |
| *604-20.30* | ADJUSTING MANHOLE TO GRADE | EACH | 21 | 300.00 | 6,300.00 |
| *604-40.11* | PIPE COLLAR, TYPE "A" (CONCRETE) | EACH | 1 | 650.00 | 650.00 |
| *604-90.40* | ADJUST INLET STONE TO GRADE | EACH | 1 | 1,100.00 | 1,100.00 |
| *605-10.10* | CLASS "A" UNDERDRAIN | L.F. | 172 | 50.00 | 8,600.00 |
| *726-13.12* | 12" CLASS III REINFORCED CONCRETE PIPE CULVERT | L.F. | 625 | 140.00 | 87,500.00 |
| *726-90.10* | MSD CLASS "A" CONCRETE FOR ENCASEMENT | C.Y. | 7 | 400.00 | 2,800.00 |
| *730-52.08* | 8 IN. DUCTILE IRON PIPE | L.F. | 173 | 983.00 | 170,059.00 |
| *731-00.60* | PRECAST CONCRETE MANHOLE (60") | EACH | 3 | 6,679.00 | 20,037.00 |

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| | | | | | |
|---|---|---|---|---|---|
| *731-00.72* | PRECAST CONCRETE MANHOLE (72") | EACH | 1 | 7,133.00 | 7,133.00 |
| *JSP S* | FIRE HYDRANT | EACH | 9 | 10,770.00 | 96,930.00 |
| *JSP T* | 6 IN. TAPPING TEE | EACH | 9 | 10,260.00 | 92,340.00 |
| *JSP U* | 6 IN. DUCTILE IRON PIPE | L.F. | 133 | 278.00 | 36,974.00 |
| *JSP X* | WATER SERVICE LINE CONNECTION | L.F. | 130 | 346.00 | 44,980.00 |
| *JSP P* | DOWNSPOUT CONNECTION | EACH | 1 | 862.00 | 862.00 |
| *JSP W* | CROSS BLOCK | EACH | 10 | 973.00 | 9,730.00 |
| *JSP V* | 8 IN. HOT TAP INSERTION VALVE | EACH | 1 | 18,940.00 | 18,940.00 |
| *JSP X* | REPLACE WATER SERVICE METER BOX | EACH | 5 | 3,251.00 | 16,255.00 |
| **SUBTOTAL – UTILITY ITEMS** | | | | | 815,085.00 |
| **TRAFFIC ITEMS** | | | | | |
| *612-30.15* | TRAFFIC CONTROL (ALL INCLUSIVE) | L.S. | 1 | 34,100.00 | 34,100.00 |
| *620-59.01A* | 4" YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L | L.F. | 840 | 1.60 | 1,344.00 |
| *620-59.02A* | 6" WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L | L.F. | 1303 | 1.60 | 2,084.80 |
| *620-00.09* | 6" WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING | L.F. | 793 | 5.95 | 4,718.35 |
| *620-00.15* | 24" WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING | L.F. | 152 | 23.80 | 3,617.60 |
| *620-00.36* | 30" WHITE MIDBLOCK PREFORMED THERMOPLASTIC PAVEMENT MARKING | EACH | 54 | 189.00 | 10,206.00 |
| *620-99.02* | MISCELLANEOUS PAVEMENT MARKING SYMBOLS | EACH | 6 | 324.00 | 1,944.00 |
| *903-12.70A* | 2" PSST POST | L.F. | 212 | 65.00 | 13,780.00 |
| *903-12.71A* | DRIVEN POST ANCHOR FOR 2" PSST - 12 GA. | EACH | 25 | 221.00 | 5,525.00 |
| *903-12.74* | CONCRETE POST ANCHOR FOR 2" PSST - 7 GA. | EACH | 16 | 351.00 | 5,616.00 |
| *903-99.02* | DECORATIVE SIGN POST, 4" DIAMETER, 12' LENGTH | EACH | 19 | 1,485.00 | 28,215.00 |
| *903-50.04A* | SH - FLAT SHEET | S.F. | 282 | 151.00 | 42,582.00 |
| *903-50.69A* | SHF - FLAT SHEET FLUORESCENT | S.F. | 23 | 162.00 | 3,726.00 |
| **SUBTOTAL – TRAFFIC ITEMS** | | | | | 157,458.75 |
| **SECOND STREET RECONSTRUCTION TOTAL** | | | | | 3,086,549.90 |

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**Total Bid (BASE BID) (Numbers):** $3,086,549.90

**Total Bid (BASE BID) (Written):** Three million eighty-six thousand five hundred forty-nine dollars and ninety cents.

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Department of Public Works
Engineering Division

April 21, 2025

# ADDENDUM #1
# SECOND STREET RECONSTRUCTION
# 21STR4
# BID 4740

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Second Street Reconstruction 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**

Please adjust your bid accordingly.

4.22.25
**CONTRACTOR'S SIGNATURE** **DATE**

**Jackie Van Norman**
**Printed Name**

**Gershenson Construction Co., Inc.**
**Company Name**

**********

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**

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## NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING § 292.675 RSMO, EFFECTIVE AUGUST 28, 2009 RELATIVE TO CONSTRUCTION SAFETY TRAINING PROGRAMS

Contractor acknowledges award of this Contract requires compliance with Section 292.675.2 RSMo (2009) which requires the contractor to whom this contract is awarded and any subcontractor under such contract to provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program. State law requires that all employees complete this program within sixty (60) days of beginning work on the project. Questions regarding this OSHA training requirement and Contractor's obligations under the law can be answered by contacting the Missouri Department of Labor and Industrial Relations at (573) 751-3403 or viewing the Frequently Asked Questions at http://www.dolir.mo.gov/LS/faq/faq_constsafety.htm

As outlined in Section 292.675.4 RSMo, the contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars ($2,500) plus one hundred dollars ($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. The penalty shall not begin to accrue until the time periods in Sections 292.675.2 and 292.675.3 RSMo have elapsed. The public body awarding the contract shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

In determining whether a violation of Section 292.675 RSMo has occurred, and whether the penalty under Section 292.675.4 of this section shall be imposed, the Department of Labor and Industrial Relations shall investigate any claim of violation. Upon completing such investigation, the Department of Labor and Industrial Relations shall notify the public body and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in which the public works project is located.

If the contractor or subcontractor fails to pay the penalty within forty-five (45) days following notification by the Department of Labor and Industrial Relations, the Department of Labor and Industrial Relations shall pursue an enforcement action to enforce the monetary penalty provisions of Section 292.675.4 RSMo against the contractor or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under Section 292.675.4 RSMo, the Department of Labor and Industrial Relations shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

The Department of Labor and Industrial Relations may establish rules and regulations for the purpose of implementing the provisions of this Section 292.675 RSMo. Any rule or portion of a

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rule, as that term is defined in **Section 536.010 RSMo**, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of Chapter 536 RSMo, and, if applicable, **Section 536.028 RSMo.**

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## NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009 and pursuant to Missouri Revised Statute 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, MO) 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. Section 285.530 (2) RSMo.

"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 section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

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**Required Affidavit for Contracts Over $5,000 (US)** – Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that 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 Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

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)).

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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.

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# AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF $5,000)

STATE OF Missouri )
)ss
COUNTY OF Crawford )

Before me, the undersigned Notary Public, Jackie Van Norman personally appeared who is Controller (Title) of Gershenson Construction Co., Inc. (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 Section 285.500 RSMo, et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

Signature (Person with Authority) — Jackie Van Norman — Printed Name

Controller — Title

4.24.25 — Date

Subscribed and sworn to before me this 24th day of April, 2025.

My commission expires:
12.15.2026

Signature of Notary — 4.24.25 — Date

ANITA A. KRUEGER My Commission Expires 12-15-2026 NOTARY SEAL Crawford County Commission # 22142358 NOTARY PUBLIC - STATE OF MISSOURI

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# SECOND STREET RECONSTRUCTION PROJECT PROPOSAL

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Communications concerning this Bid shall be sent to BIDDER at the following address:

Gershenson Construction Co., Inc. #2 Truitt Drive Eureka, MO 63025

BIDDER accepts all of the terms and conditions of the "Notice to Bidders" and the "Information for Bidders", including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance 120 days after the day of Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

A suitable bid security in the amount of

5% of bid proposal _____ Dollars ($_____ ) as called for in the INSTRUCTION TO BIDDERS accompanies this proposal. This sum is to be forfeited to the City of St. Charles if the party or parties making this proposal fail to enter into contract with approved securities within fifteen (15) days after the notice of intent to award the contract has been made.

In submitting this Bid, BIDDER represents that:

1. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

| | | | |
|---|---|---|---|
| No. | 1 | Dated | 4.21.25 |
| No. | | Dated | |
| No. | | Dated | |

2. BIDDER has visited the 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.

3. BIDDER 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.

4. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the 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 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.

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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 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 given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

7. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

8. BIDDER further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual 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 individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER. Moreover BIDDER has completed and submitted with his bid an Anti-Collusion Affidavit.

9. The CONTRACTOR shall commence clearing and grubbing operations upon written notice from the City of St. Charles to begin work and shall fully complete all work under this contract as set forth in the project specifications, the rate of progress and the time of completion being essential conditions of this 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 Work for making partial payments, (b) for computing the cost of change orders and (c) for the purpose of comparing the bids submitted for the Work.

11. BIDDER will complete the Work for the following unit prices. BIDDER acknowledges 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 Documents.

Contractor Name: Jackie Van Norman

Contractor Signature: 

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# SIGNATURE OF BIDDER

If an Individual

By_____
(signature of individual)

doing business as_____

Business address_____

_____

Phone No._____

Date_____,_____

If a Partnership

By_____
(firm name)

_____
(signature of general partner)

Business address_____

_____

Phone No._____

Date_____,_____

If a Corporation

By Gershenson Construction Co., Inc.
(corporation name)

By_____
(signature of authorized person)

Controller
(title)

Business address #2 Truitt Drive Eureka, MO 63025

_____

Phone No. 636.938.9595

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Date April 24, 2025

If a Joint Venture (Other party must sign below.)

If an Individual

By_____
(signature of individual)

doing business as_____

Business address_____

_____

Phone No._____

Date_____,_____

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## LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

New Frontier Materials, LLC

County Materials Corporation

ASP Enterprises, Inc.

Western Ready-Mix, Inc.

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

Thomas Industrial Coating

ATK Safety Supply, Inc.

Midwest Turf Contractors, Inc.

Penn Services, LLC

(All remaining work will be done by the BIDDER with his own forces.)

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# DBE Submittal Forms - LPA

(6) **DBE Submittal Forms**: This form must be submitted by 4 p.m. three (3) business days after bid opening. You may also use the Excel version located at:
https://epg.modot.org/forms/CM/DBE_Identification_Submittal_Form_LPA_Excel.xlsm

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 9% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows:

9 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

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# AFFIDAVIT of COMPLIANCE

## Section 285.530.2

**State of Missouri** ) **ss**

**County of** Crawford )

**Now this** 24th **day of** April, , **20** 25**, the undersigned, being first duly sworn, deposes and says:**

**1. I am more than 18 years of age.**

**2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of** Gershenson Construction Co., Inc.
(name of Corporation, LLC, sole proprietorship or partnership)

**3. I am authorized to make this affidavit on behalf of** Gershenson Construction Co., Inc.**.**
(name of business entity, same as above)

**4. I state and affirm that** Gershenson Construction Co., Inc **is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.**
(name of business entity, same as above)

**5. Further,** Gershenson Construction Co., Inc. **does not knowingly employ**
(name of business entity, same as above)

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**any person who is an unauthorized alien.**

**6. Further,** Gershenson Construction Co., Inc. **has performed an electronic**
(name of business entity, same as above)
**verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.**

**7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of e-verify.**

**I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.**

Authorized Agent, Partner, Owner or Officer

*If business has a Human Relations Director or equivalent that person must sign as an affiant as well.*

**I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.**

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.*

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FURTHER THE AFFIANT SAYETH NOT

(Signature)

On this 24th day of April, in the year 20 25, before me, Anita A Krueger a Notary Public in and for said State, personally appeared Jackie Van Norman, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: 12.15.2026

ANITA A. KRUEGER
My Commission Expires
12-15-2026
NOTARY SEAL
Crawford
County
Commission # 22142358
NOTARY PUBLIC - STATE OF MISSOURI

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Client#: 1059928 GERSHCON

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2024

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

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

| PRODUCER | CONTACT NAME: Sara Giocolo |
|---|---|
| USI Insurance Services LLC<br>13075 Manchester Road, Suite 325<br>Saint Louis, MO 63131<br>314 436-2399 | PHONE (A/C, No, Ext): 314 436-2399 FAX (A/C, No): 314 342-7170<br>E-MAIL ADDRESS: USICertReq.Gateway@usi.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Continental Insurance Company | 35289 |
| INSURER B : Valley Forge Insurance Company | 20508 |
| INSURER C : Evanston Insurance Company | 35378 |
| INSURER D : Columbia Casualty Company | 31127 |
| INSURER E : | |
| INSURER F : | |

INSURED
Gershenson Construction Co., Inc.
#2 Truitt Drive
Eureka, MO 63025

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X PD Ded: $3,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT LOC<br>OTHER: | | | 7064410456 | 05/01/2024 | 05/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$500,000<br>$15,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 7064410425 | 05/01/2024 | 05/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $0 | | | 7064410439 | 05/01/2024 | 05/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $10,000,000<br>$10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 7064410442 | 05/01/2024 | 05/01/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | Pollution Liab | | | CPLMOL123477 | 05/01/2024 | 05/01/2026 | Occ/Agg: $10,000,000 | |
| D | Professional Liab | | | C6079076081 | 05/01/2024 | 05/01/2025 | $1M Per Claim / $2M Agg | |
| A | Equipment | | | 7064411008 | 05/01/2024 | 05/01/2025 | Leased/Rented: $525,000 | |

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

CERTIFICATE HOLDER

Gershenson Construction Co., Inc.
2 Truitt Dr.
Eureka, MO 63025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VAPZP

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E-Verify

**Company ID Number:** 192832

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Gershenson Construction Co., Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following 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:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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E-Verify

**Company ID Number:** 192832

| Information Required for the E-Verify Program | |
|---|---|
| **Information relating to your Company:** | |
| Company Name | Gershenson Construction Co., Inc |
| Company Facility Address | 2 Truitt Drive<br>Eureka, MO 63025 |
| Company Alternate Address | |
| County or Parish | SAINT LOUIS |
| Employer Identification Number | 431203358 |
| North American Industry Classification Systems Code | 238 |
| Parent Company | |
| Number of Employees | 100 to 499 |
| Number of Sites Verified for | 1 site(s) |

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E-Verify

**Company ID Number:** 192832

## Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Taylor VanNorman |
| Phone Number | 6365490218 |
| Fax | |
| Email | tvannorman@gershenson.com |

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# BID BOND

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we Gershenson Construction Co., Inc.
#2 Truitt Drive, Eureka, Missouri 63025
as principal and Travelers Casualty and Surety Company of America
as surety, are held and firmly bound unto the (Insert LPA Name) City of St. Charles in the penal sum of Five percent of the amount bid
Dollars ($ 5% ) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this April 24, 2025

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) Second Street Reconstruction
in St. Charles County(ies),
project (s) STP - 5414(640)
for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

Gershenson Construction Co., Inc.
Principal

SEAL

By _____
Signature

Travelers Casualty and Surety Company of America
Surety

SEAL

By Melissa R. Long
Signature of Attorney in Fact

Melissa R. Long, Attorney-in-Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, Connecticut 06183

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Melissa R. Long** of **DES PERES**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **April**, **2025**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

Department of Public Works
Engineering Division

April 21, 2025

# ADDENDUM #1
# SECOND STREET RECONSTRUCTION
# 21STR4
# BID 4740

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Second Street Reconstruction 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**

Please adjust your bid accordingly.

_____

**CONTRACTOR'S SIGNATURE** **DATE**

_____

**Printed Name**

_____

**Company Name**

**********

**A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT**

200 North Second Street Saint Charles, MO 63301 Ph: 636.949.3237 Fax: 636.940.4601
www.stcharlescitymo.gov

Docusign Envelope ID: 81BB40E0-F4EE-4B36-B49F-5C07CE1701C4

Department of Engineering

# *Memorandum*

**To:** **Plan Holders of the Bid Opening of Second Street Reconstruction - Bid No. 4740**

**From:** **City of Saint Charles and Designer of Record, GBA**

**Date:** **April 21, 2025**

**Subject:** **Contractor's Request for Information**

---

Following are the requests for information received from *Second Street Reconstruction - Bid No. 4740* Plan Holders and responses from the City of Saint Charles and Designer of Record, GBA

**Question 1.** **What material should be used for the joint sealant for the curb and gutter, sidewalks, and driveways?**

- The city would prefer to use the polyurethane elastomeric joint sealant where needed to better color match the historic concrete.

200 North Second Street Saint Charles, MO 63301 Ph: 636.949.3237 Fax: 636.940.4601
www.stcharlescitymo.gov

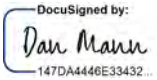
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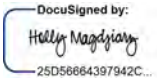
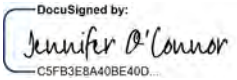
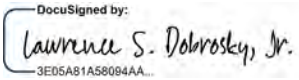
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Status: Sent
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Source Envelope:
Document Pages: 50
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 10.101.81.73

## Record Tracking

Status: Original
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Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dan Mann<br>daniel.mann@stcharlescitymo.gov<br>Director of Engineering<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>147DA4446E33432...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.169.38<br>Signed using mobile | Sent: 5/5/2025 4:04:20 PM<br>Viewed: 5/8/2025 2:14:12 PM<br>Signed: 5/8/2025 2:15:39 PM |
| Willie Hantack<br>William.Hantack@stcharlescitymo.gov<br>Audit & Accounting Manager<br>City of Saint Charles, MO<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/8/2025 2:15:42 PM<br>Viewed: 5/12/2025 7:08:53 AM<br>Signed: 5/12/2025 7:10:46 AM |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>  <br>CA2B397B773142A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 7:10:50 AM<br>Viewed: 5/12/2025 9:53:01 AM<br>Signed: 5/12/2025 9:58:26 AM |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 9:58:29 AM<br>Viewed: 5/12/2025 4:07:16 PM<br>Signed: 5/12/2025 4:10:39 PM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>25D56664397942C...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 4:10:45 PM<br>Viewed: 5/12/2025 4:40:48 PM<br>Signed: 5/12/2025 4:40:59 PM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>C5FB3E8A40BE40D...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 4:41:04 PM<br>Viewed: 5/13/2025 8:43:44 AM<br>Signed: 5/13/2025 8:44:08 AM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>3E05A81A58094AA...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/13/2025 8:44:14 AM<br>Viewed: 5/13/2025 10:06:09 AM<br>Signed: 5/13/2025 10:06:29 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/13/2025 10:06:33 AM<br>Viewed: 5/13/2025 10:15:33 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br><br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/13/2025 8:44:12 AM<br>Viewed: 5/13/2025 9:15:40 AM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |
|---|---|---|

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Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Engineering | **Department Contact:** | Jonathan Silver/Grace C |
| **Vendor Name & NWS#:** | CRAWFORD MURPHY & TILLY INC / 2020 | | |
| **Description/Purpose:** | Authorization to enter into Supplemental Agreement #4 with Crawford, Murphy, & Tilly, Inc. (CMT) to provide additional engineering services for the Main Street Extension, not to exceed $19,568.00, total contract not to exceed $1,220,280.02. | | |
| **Account #:** | 410-502-502-873-199 $19,568.00 | | |
| **Project #:** | 23ENGST3 | | |
| **Amount of this Routing:** | $ 19,568.00 | **Change PO #:** | 2023-740 |
| **Contract Type:** | Contract Amendment | **N/A** | Coop#: |
| **Contract Term:** | To completion of project | **Renewal Options:** | N/A |
| **If Renewal or Amendment: C#** | C23-288 | **Amendment #** 4 | **Renewal #** |
| **Original Contract Value:** | $ 908,865.08 | **Total of Previous Amendments:** | $ 291,846.94 |
| **Total Contract Value:** | $ 1,220,280.02 | | |

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Dan Mann | DocuSigned by: Dan Mann 5/14/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann 5/14/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 5/14/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor 5/14/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 5/15/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):** 1 **Sponsor(s):** CONSENT AGENDA

**Description:**
Authorization to enter into Supplemental Agreement #4 with Crawford, Murphy, & Tilly, Inc. (CMT) to provide additional engineering services for the Main Street Extension, not to exceed $19,568.00, total contract not to exceed $1,220,280.02.

| | | |
|---|---|---|
| **Contract Extension/Renewal:** | **Yes** ☐ | **No** ☑ |
| **Information Paper Attached:** | **Yes** ☑ | **No** ☐ |

| | | |
|---|---|---|
| **Staff Recommendation:** | **Approve** ☑ | **Disapprove** ☐ |
| **Board/Committee/Commission Recommendation:** | **Approve** ☐ | **Disapprove** ☐ |

**Summary:**
Additional easement documents are required for the project due to unforeseen changes in property acquisitions. The initial project scope did not account for these adjustments, as the specific properties affected were not identified during the original planning phase. This supplemental agreement will add this additional scope to CMT's contract to allow them to complete the design work.

**Staff recommends approval of this Supplemental Agreement.**

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

**Fiscal Impact:** 19,568.00 **Change PO #:** 2023-740

**Account #:** 410-502-502-873-199 $19,568.00

**Project #:** 23ENGST3

RCA prepared by: JS/GC Dept. Dir. DM Finance Dir. MP Dir. of Admin. LSD

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# MAIN STREET EXTENSION
# LOCATION MAP



Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# SUPPLEMENTAL AGREEMENT NO. 4

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF ST. CHARLES
## AND
## CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 4 to the Engineering Services Contract made and entered into this _____ day of _____, 2025 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, on June 3rd, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $10,854.00 for a total contract value of $919,719.08.

WHEREAS, on June 20th, 2024, the parties hereto entered into Supplemental Agreement No. 2 to provide additional services for the PROJECT in an amount of $202,586.94 for a total contract value of $1,122,306.02.

WHEREAS, on August 21st, 2024, the parties hereto entered into Supplemental Agreement No. 3 to provide additional services for the PROJECT in an amount of $78,406.00 for a total contract value of $1,200,712.02.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 4 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Nineteen Thousand Five Hundred Sixty Eight dollars and zero cents ($19,568.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $19,568.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees

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and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $1,200,712.02. to $1,220,280.02.

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**SUPPLEMENTAL AGREEMENT NO. 4**

**ENGINEERING SERVICES CONTRACT**
**BETWEEN**
**CITY OF ST. CHARLES**
**AND**
**CRAWFORD, MURPHY, & TILLY, INC.**

| | |
|---|---|
| Original Contract Ceiling | $ 908,865.08 |
| Supplemental Agreement No. 1 | $ 10,854.00 |
| Supplemental Agreement No. 2 | $ 202,586.94 |
| Supplemental Agreement No. 3 | $ 78,406.00 |
| Supplemental Agreement No. 4 | $ 19,568.00 |
| **TOTAL** | **$ 1,220,280.02** |

**CRAWFORD, MURPHY, & TILLY, INC.**

April 25, 2025

Signature Date

R. Jay Rakers

Printed Name

ATTEST:

4/26/2025

Signature Date

Brian Eads

Printed Name

CITY OF ST. CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

ATTEST:

City Clerk Date

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

**SUPPLEMENTAL AGREEMENT NO. 4**

**ENGINEERING SERVICES CONTRACT**
**BETWEEN**
**CITY OF ST. CHARLES**
**AND**
**CRAWFORD, MURPHY, AND TILLY, INC.**

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 5/14/2025
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6



## TASK 12 EDSI

See **EDSI** fee breakdown for additional services, attached.

**END OF DOCUMENT**

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6



# ATTACHMENT B
# MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
# ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 4

## FEE SUMMARY

| FIRM | | FEE | HOURS (1) | % OF TOTAL FEE |
|---|---|---|---|---|
| CMT | $ | 546,134.13 | 3546 | 44.75% |
| EDSI * | $ | 88,596.00 | 671 | 7.26% |
| SCI ENGINEERING (1) | $ | 239,789.54 | 439 | 19.65% |
| SWT DESIGN | $ | 89,795.00 | 608 | 7.36% |
| TREKK DESIGN GROUP * | $ | 166,705.35 | 702 | 13.66% |
| BAX ENGINEERING | $ | 59,260.00 | 352 | 4.86% |
| ENGENUITY | $ | 30,000.00 | (1) | 2.46% |
| **TOTAL** | **$** | **1,220,280.02** | **6318** | **100.00%** |

| * DBE Estimated Participation = | 20.92% | percentage of fee |
|---|---|---|

(1) Hours do not include time for L SUM Supplements

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

**EDSI**
ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

**Project: Frenchtown - Main Street**

**Prepared by: Brett Brooks**

**Date Prepared: April 3, 2025**

| | |
|---|---|
| ***Additional Easement Document Preparation*** | **$19,568** * |

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# Engineering Design Source, Inc.

**Date Prepared: April 3, 2025**

## Project Name: Frenchtown - Main Street

| Task Item | Principal | Surveyor | Sr. Tech | Tech | Survey Crew | Admin. | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **1. Easement Documents** | | | | | | | |
| 1.1 Coordination & Scheduling | | 8 | | | | | 8 |
| 1.2 Review proposed easement linework and ROW Plans | | | 24 | | | | 24 |
| 1.3 Prepare descriptions - Maximum 24 Additional | | 24 | | 72 | | | 96 |
| 1.4 QA/QC and revisions - Maximum 6 | | 6 | | 12 | | | 18 |
| **SUB-TOTAL HOURS** | **0** | **38** | **24** | **84** | **0** | **0** | **146** |
| | | | | | | | |
| **MAN HOURS BY CLASSIFICATION** | **0** | **38** | **24** | **84** | **0** | **0** | **146** |
| | Principal | Surveyor | Sr. Tech | Tech | Survey Crew | Admin. | |
| **Unburdened Rate** | $86.00 | $64.17 | $46.94 | $40.52 | $64.58 | $38.80 | |
| **Overhead Rate 145.81%** | $125.40 | $93.57 | $68.44 | $59.08 | $94.16 | $56.57 | |
| **Profit 14%** | $29.60 | $22.08 | $16.15 | $13.94 | $22.22 | $13.35 | |
| **Average Hourly Billing Rate** | **$240.99** | **$179.82** | **$131.54** | **$113.55** | **$180.97** | **$108.73** | **LABOR-TOTAL** |
| **COST BY CLASSIFICATION** | $0 | $6,833 | $3,157 | $9,538 | $0 | $0 | **$19,528** |

| Direct Costs | Item Cost | Unit Price | Quantity | Unit |
|---|---|---|---|---|
| Printing/Copying | $40.00 | $40.00 | 1 | Lump Sum |
| Order Informational Title Report | $0.00 | $400.00 | 0 | Per Parcel |
| Misc. Survey Supplies | $0.00 | $100.00 | 0 | Lump Sum |
| **DIRECT COST - TOTAL** | **$40.00** | | | |

**Assumptions:**

| | |
|---|---|
| **Survey Total Fee** | **$19,568** |

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# SUPPLEMENTAL AGREEMENT NO. 3

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF ST. CHARLES
## AND
## CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 3 to the Engineering Services Contract made and entered into this 21 day of AUGUST, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, on June 3rd, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $10,854.00 for a total contract value of $919,719.08.

WHEREAS, on June 20th, 2024, the parties hereto entered into Supplemental Agreement No. 2 to provide additional services for the PROJECT in an amount of $202,586.94 for a total contract value of $1,122,306.02.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 3 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Seventy-Eight Thousand Four Hundred Six dollars, and zero cents ($78,406.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $78,406.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $1,122,306.02 to $1,200,712.02.

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# SUPPLEMENTAL AGREEMENT NO. 3

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF ST. CHARLES
## AND
## CRAWFORD, MURPHY, & TILLY, INC.

| | |
|---|---|
| Original Contract Ceiling | $ 908,865.08 |
| Supplemental Agreement No. 1 | $ 10,854.00 |
| Supplemental Agreement No. 2 | $ 202,586.94 |
| Supplemental Agreement No. 3 | $ 78,406.00 |
| **TOTAL** | **$ 1,200,712.02** |

**CRAWFORD, MURPHY, & TILLY, INC.**

Kevin Fuller 7/19/24
Signature Date

Kevin Fuller, Vice President
Printed Name

ATTEST:

7-19-24
Signature Date

BRAD SPANBERGER, DEPUTY PM
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer 8/21/2024
8D36AFB1A1BD439...
Daniel J. Borgmeyer, Mayor Date

ATTEST:

DocuSigned by:
Kimberly Hudson 8/21/2024
70E399BA7AAF426...
City Clerk Date
Kimberly Hudson

DS

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

**SUPPLEMENTAL AGREEMENT NO. 3**

**ENGINEERING SERVICES CONTRACT**
**BETWEEN**
**CITY OF ST. CHARLES**
**AND**
**CRAWFORD, MURPHY, AND TILLY, INC.**

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 8/7/2024
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6



## TASK 16 BAX ENGINEERING

See **BAX** scopes for additional services, attached.

Note that Scope 1 “Alta Survey” is an all-inclusive scope, which includes work that was already approved and executed in Supplement #1 in addition to new work. For this reason, the Supplement #1 fee ($10,854) was subtracted from the overall new fee being requested, as shown on Page 2 of the BAX Scope 1 document.

## TASK 17 ENGENUITY

See **ENGENUITY** scope for additional services, attached.

**END OF DOCUMENT**

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6



# ATTACHMENT B
# MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
# ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 3

## FEE SUMMARY

| FIRM | | FEE | HOURS (1) | % OF TOTAL FEE |
|---|---|---|---|---|
| CMT | $ | 546,134.13 | 3546 | 45.48% |
| EDSI * | $ | 69,028.00 | 525 | 5.75% |
| SCI ENGINEERING (1) | $ | 239,789.54 | 439 | 19.97% |
| SWT DESIGN | $ | 89,795.00 | 608 | 7.48% |
| TREKK DESIGN GROUP * | $ | 166,705.35 | 702 | 13.88% |
| BAX ENGINEERING | $ | 59,260.00 | 352 | 4.94% |
| ENGENUITY | $ | 30,000.00 | (1) | 2.50% |
| **TOTAL** | **$** | **1,200,712.02** | **6172** | **100.00%** |

| * DBE Estimated Participation = | 19.63% | percentage of fee |
|---|---|---|

(1) Hours do not include time for L SUM Supplements

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# City Centre – Main Street Extension

## ALTA/NSPS Survey and Legal Descriptions for Areas A, B, C, D, E, F, G, H, I, J, K, L, M, N and Main Street Extension Right of Way

## BAX Project No. 24-19215 6-26-2024

## Surveying Scope of Services

### ALTA/NSPS Survey Narrative

- Discuss with the limits of survey needed. Walk site with City and planning Engineer to understand delineation of proposed property survey limits for Areas A thru N and Main Street Extension Right of Way.

- Some proposed boundary lines of aforementioned Areas and Right of Way to include certain building party walls. Those walls and interior building demarcations to be located and depicted on survey drawing and reflected in final land descriptions.

- Execute an ALTA/NSPS Land Title Survey on the project property. Establish boundary lines based on existing property boundary limits, and proposed property limits as required Area B within overall project area.

- Set survey monumentation at outer exterior boundary corners, as necessary.

- Write legal descriptions for Areas A thru N and for Main Street Extension Right of Way parcels.

- ALTA/NSPS Land Title Survey to be executed and completed in compliance with the Minimum Standard detail requirements for ALTA/NSPS Land Title Surveys as adopted during February, 2021. In addition, the survey will also be prepared in accordance with the current “Minimum Standards for Property Boundary Surveys of the State of Missouri.”

- A drawing to scale will be provided showing the results of said survey certified to the current 2021 ALTA/NSPS Land Title Survey Standards, including Items 1, 2, 3, 4, 8, 9, 13, 16 and 17 of Table A. (see attached)

- This proposal is based on the ALTA/NSPS requirements listed above. Any additional Table “A” items (not specified at the time the contract was signed) requested by the client, lender, attorneys, or others involved in the closing process will result in adjusted fees based on our current hourly rate schedule and will be reflected on the final invoice.

- Bax will use the title commitment reports, as provided by EDSI, for this property in establishing easements, encumbrances or other matters that may affect this property as listed in Schedule B – Section 2 of said commitment.

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- Bax will certify to (owner, lender, buyer, etc.) using the Surveyors certification as adopted by the American Land Title Association (ALTA) and National Society of Professional Surveyors (NSPS) in 2021.

Deliverables

- A drawing showing results of survey will be emailed to CLIENT and other involved parties (attorneys, Title Company, lender, etc.) in PDF format for review and comments. After all comments have been received final revisions will be made and sent to CLIENT to distribute to all parties.

- Signed and sealed legal descriptions as necessary for Areas A thru N and for Main Street Extension Right of Way parcels.

- AutoCAD Civil 3D drawing of resulting final drawing

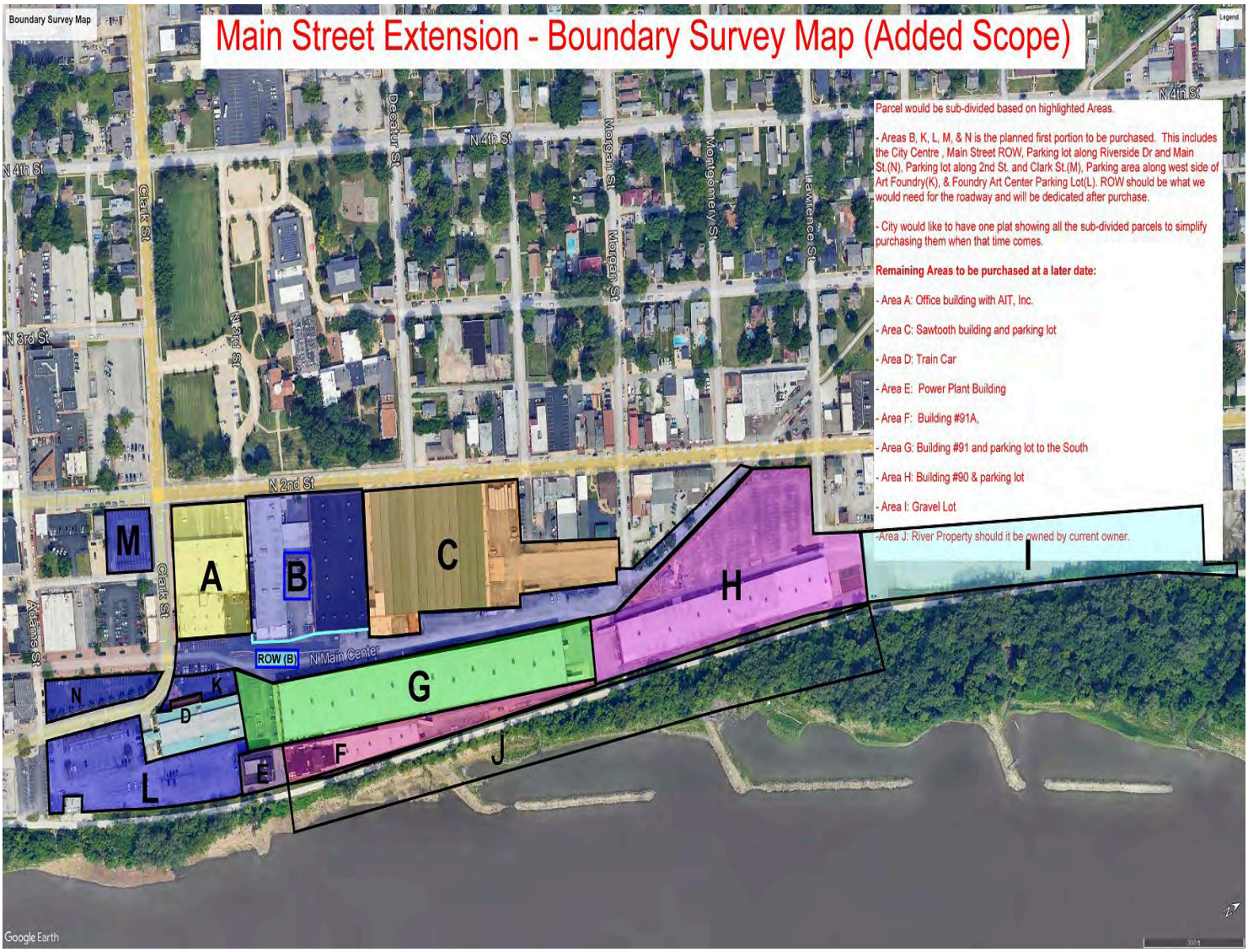
Fees for preparation of the above-described ALTA/NSPS survey and land descriptions for Areas A thru N and Main Street Extension Right of Way are estimated per the attached manhour estimate.

| MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215 | | | | | |
|---|---|---|---|---|---|
| 6/26/2024 | | | | | |
| City Centre-Main Street Ext - American Car Foundary_CMT | | | | | |
| ALTA survey<br>Overall Project Area | DEPT MANAGER | MO PLS | SURVEY TECH II | 1-MAN SURVEY CREW | |
| | | | | | |
| Field Survey | | | | 78 | |
| Drafting | | | 68 | | |
| Boundary, Title, Land Descriptions | | 76 | | | |
| QA-QC / Administrative | 8 | | | | |
| Total Task (hrs) | 8 | 76 | 68 | 78 | |
| Hourly Rate | $ 182.00 | $ 162.00 | $ 134.00 | $ 200.00 | |
| Sub Total | $ 1,456.00 | $ 12,312.00 | $ 9,112.00 | $ 15,600.00 | |
| **TOTAL MANHOUR FEE** | | | | | **$38,480.00** |

$38,480.00 - ALTA fee
- $10,854.00 - Approved partial fee May 13, 2024 subcontract
**$27,626.00 - ALTA and overall project area boundary**

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# PROJECT AREA MAP



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*NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.*

*If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):*

1. *__x___ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*
2. *__x___ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*
3. *__x___ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*
4. *__x___ Gross land area (and other areas if specified by the client).*
5. *_____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*
6. *_____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

   *_____ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.*
7. *_____ (a) Exterior dimensions of all buildings at ground level.*

   *(b) Square footage of:*

   *_____ (1) exterior footprint of all buildings at ground level.*

   *_____ (2) other areas as specified by the client.*

   *_____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.*
8. *__x___ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*
9. *__x___ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.*

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10. _____ *As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.*

11. *Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:*

    _____ *(a) plans and/or reports provided by client (with reference as to the sources of information)*

    _____ *(b) markings coordinated by the surveyor pursuant to a private utility locate request*

*Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*

12. _____ *As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.*

13. __x___ *Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."*

14. _____ *As specified by the client, distance to the nearest intersecting street.*

15. _____ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*

16. __x___ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*

17. __x___ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*

18. _____ *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*

19. _____ *Professional liability insurance policy obtained by the surveyor in the minimum amount of $_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*

20. _____ _____

*Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.*

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# City Centre – Main Street Extension
# 3D Laser Scanning of Building 93 area and
# Second Street Tunnels – North and South
# BAX 24-19215 6-13-2024
# Surveying Scope of Services

## 3D Laser Scanning Narrative

- Building Features to be scanned
- See Attachment A for approximate scanning survey Limits A.
  - Exterior Features: face of building, adjacent sidewalk, adjacent pavement
  - Finish floor of building 92, Building 93 and Sawtooth Building
  - Second street sidewalk scanned
  - North and South Tunnels scanned to determine location and extent and relationship to Second Street sidewalk - Tunnel access points only available from Building 92 and Sawtooth Building
  - Complete area between building 92 and 93 scanned including parking off of Second Street
  - Complete east and west faces of building 93
  - East face of sawtooth building joint with building 93
  - ALL scan clouds to be on project coordinate and vertical datum

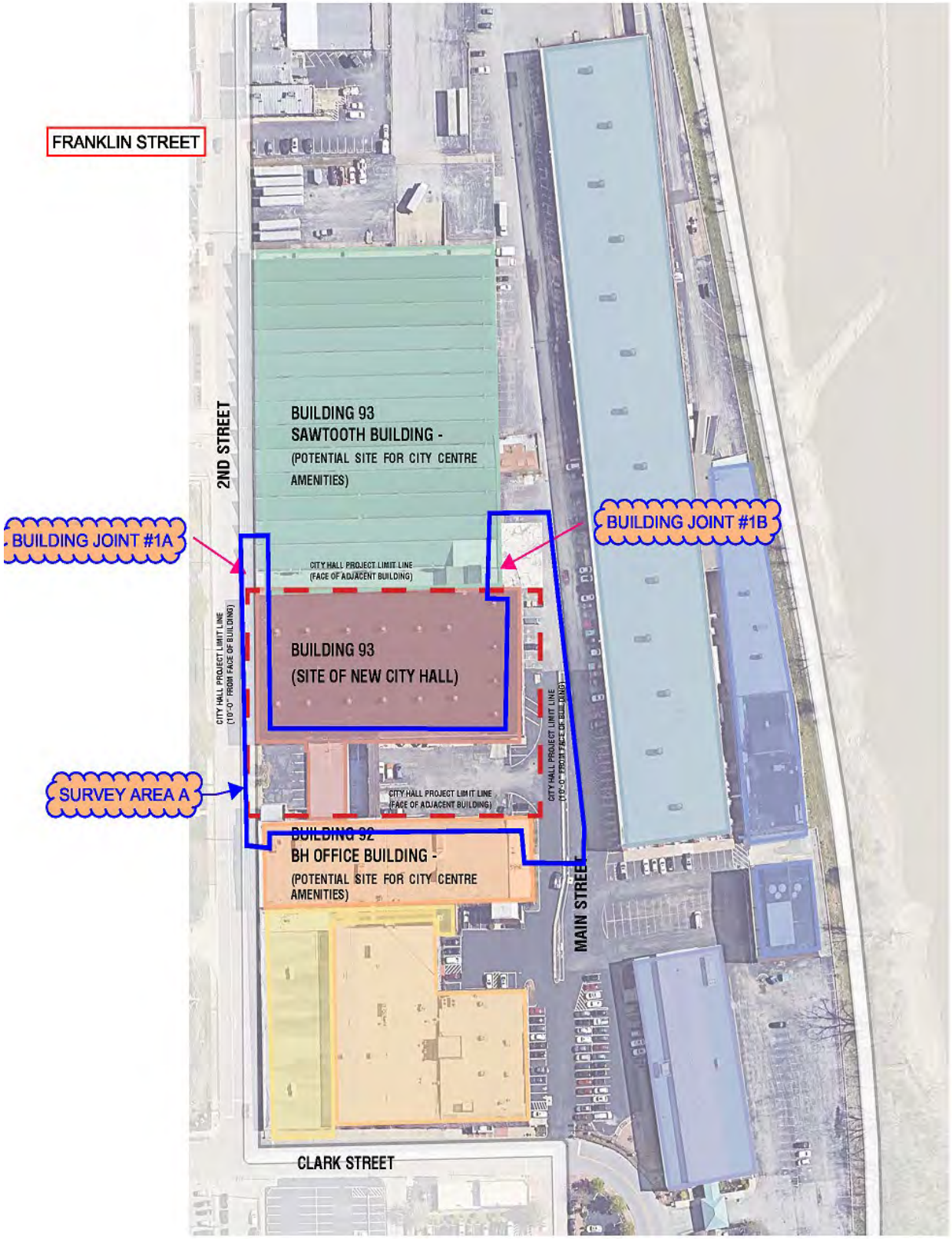
## Deliverables

- Point Cloud registration report
- Complete scan cloud in E57 format
- Autodesk Recap files created from cleaned E57 format files

| MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215 | | | | | |
|---|---|---|---|---|---|
| 6/13/2024 | | | | | |
| City Centre-Main Street Ext - American Car Foundary_CMT | | | | | |
| BUILDING 93<br>3D SCANNING | DEPT MANAGER | MO PLS | SURVEY TECH II | 2-MAN SURVEY CREW | |
| | | | | | |
| Field Survey | | | | 8 | |
| Cloud Registration and bundling | | | 8 | | |
| QA-QC / Administrative | 2 | | | | |
| Total Task (hrs) | 2 | 0 | 8 | 8 | |
| Hourly Rate | $ 182.00 | $ 162.00 | $ 134.00 | $ 275.00 | |
| Sub Total | $ 364.00 | $ - | $ 1,072.00 | $ 2,200.00 | |
| **TOTAL MANHOUR FEE** | | | | | **$ 3,636.00** |

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# Attachment A



Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# City Centre – Main Street Extension

## Subdivision Plat for Areas A, B, C, D, E, F, G, H, I, J, K, L, M, N and Main Street Extension Right of Way

## BAX Project No. 24-19215 6-26-2024

## Surveying Scope of Services

### Subdivision Plat Narrative

- **BAX** will utilize ALTA survey prepared by Bax Engineering Company during June, 2024, to prepare a subdivision plat creating 14 new lots (Project Parcel Areas A thru N, per "Project Area Map" on Sheet 2) and establishing the Main Street Extension parcels as new public right of way. Said plat will depict recorded easements, as shown on said ALTA survey.

- Preliminary version of the subdivision plat will be prepared. This version can be used in negotiations with current property owner.

- Said subdivision plat will create new easements, as necessary. All new easement locations to be specified by client or client's engineer.

- Said subdivision plat shall show lot dimensions, lot areas and signatory certificates.

- **BAX** shall set monumentation at all exterior perimeter plat corners and at all new lot corners.

- **BAX** shall submit subdivision plat to agencies of jurisdiction for review and approval.

- **BAX** shall attend standard number of public presentation meetings, if required.

- Unless otherwise noted, the fee below is for ***one (1) subdivision record plat***. If the **CLIENT** requests that the project be phased such that multiple record plats or additional lots are required, subsequent record plats will be prepared after a supplemental agreement to contract is approved and authorized.

- Record plat to be prepared and certified in accordance with the current Missouri Standards.

- Subdivision covenants and restrictions, recording fees and recording of plat shall be the responsibility of and performed by **CLIENT**.

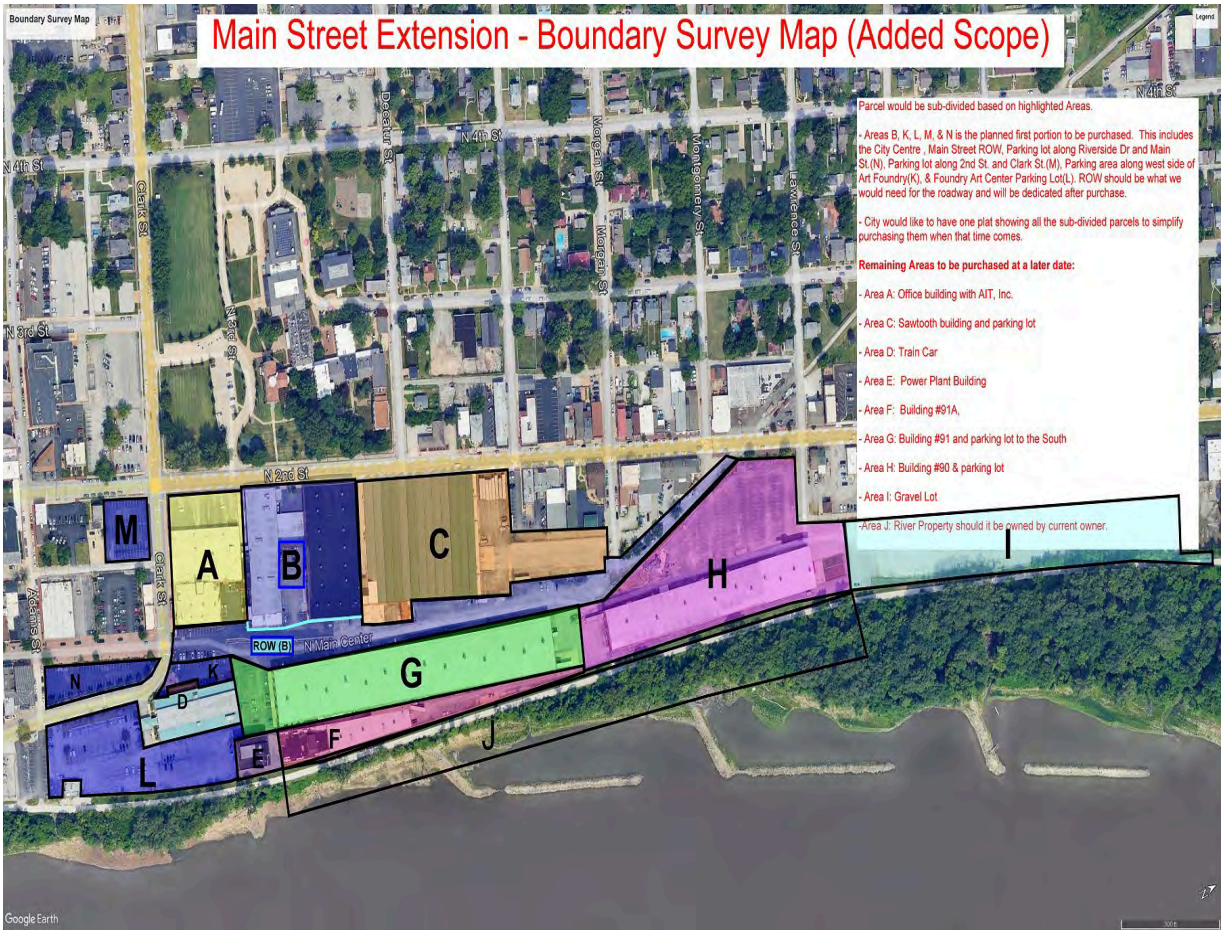
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Fees for preparation of the above-described subdivision plat for Areas A thru N and Main Street Extension Right of Way are estimated per the attached manhour estimate.

| MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215 | | | | | |
|---|---|---|---|---|---|
| 6/26/2024 | | | | | |
| City Centre-Main Street Ext - American Car Foundary_CMT | | | | | |
| Subdivision Plat Overall Project Area | DEPT MANAGER | MO PLS | SURVEY TECH II | 1-MAN SURVEY CREW | |
| | | | | | |
| Field Survey for Lot Revisions | | | | 12 | |
| Field Survey To Set Lot Corners | | | | 32 | |
| Drafting and Notes | | | 52 | | |
| Boundary, Title, Land Descriptions | | 4 | | | |
| | | | | | |
| QA-QC / Administrative | 4 | | | | |
| | | | | | |
| Total Task (hrs) | 4 | 4 | 52 | 44 | |
| Hourly Rate | $ 182.00 | $ 162.00 | $ 134.00 | $ 200.00 | |
| Sub Total | $ 728.00 | $ 648.00 | $ 6,968.00 | $ 8,800.00 | |
| **TOTAL MANHOUR FEE** | | | | | **$17,144.00** |

**$17,144.00 - Subdivision Plat**

## PROJECT AREA MAP



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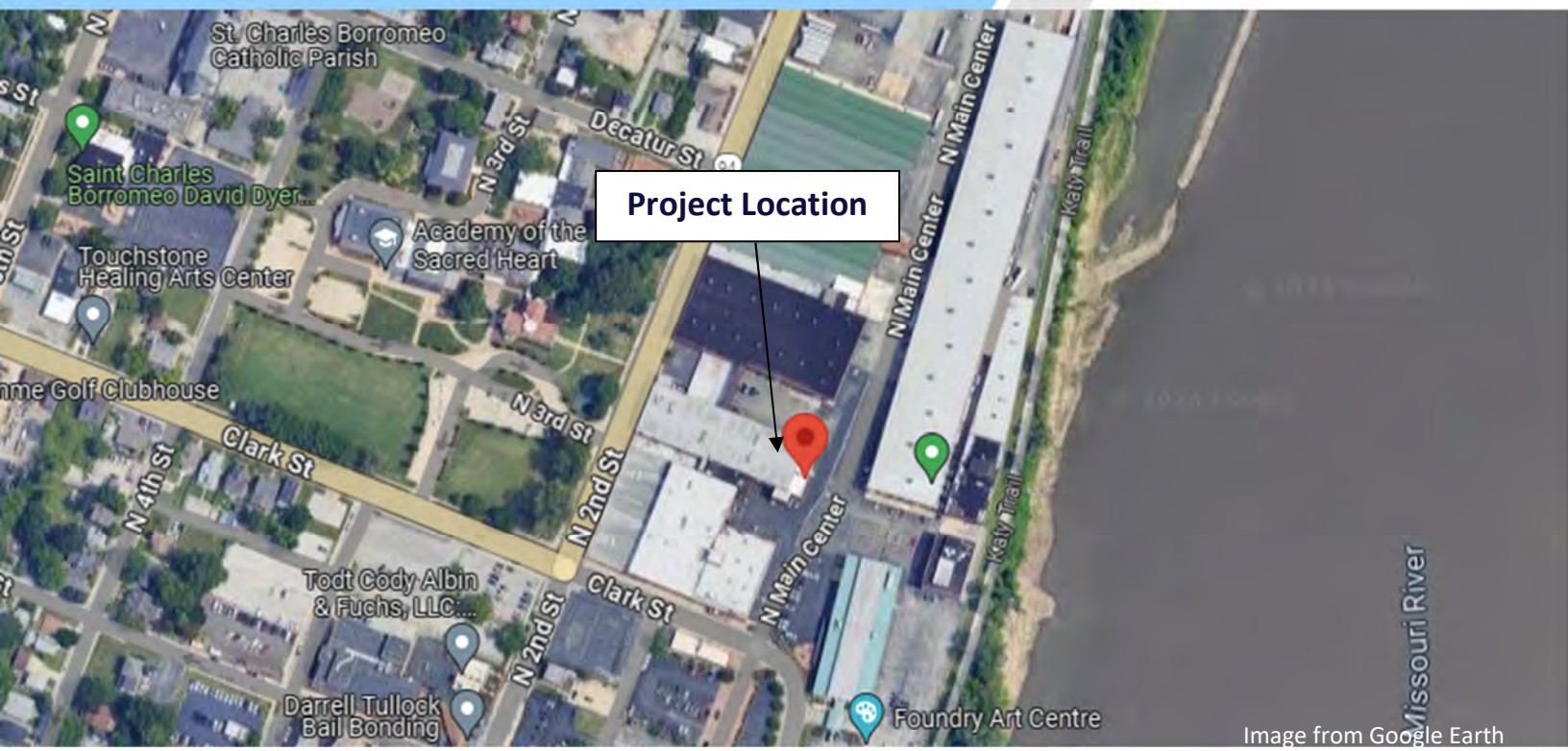
ENGENUITY

BUILDING VALUE BY DESIGN

# City of St. Charles Main St. Extension

## 625 N Main Center

## St Charles, MO 63301




Electrical & Plumbing Engineering Design Services

Proposal 24-0194

June 11, 2024

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6



June 11, 2024
Engenuity Proposal Number: 24-0194

Mr. Ron Leible
**Crawford, Murphy & Tilly**
2800 Executive Dr. #212
St. Charles, Mo 63303

RE: Proposal to Electrical & Plumbing Engineering Services
Main Street Extension – St. Charles
St. Charles, MO 63301

Thank you for allowing Engenuity to provide a proposal for the Electrical & Plumbing Engineering services related to the proposed project. Below is our understanding of the project, proposed scope of services, and fee information for the project.

## Project Overview

The City of St. Charles recently passed a bond project to acquire multiple buildings at the north end of main street. Currently the four buildings are provided with one electrical meter and the buildings are fed from one main point in building 92. The purpose of this exercise is provide estimated electrical loads, understanding the routing within the building and how to re-feed each of the buildings separately so they all may have separate meters in the future. The water for the site is consistent with the electrical in that several interior submeters exist and the city wishes to provide new services with exterior meters. Engenuity will work with CMT on building loads to assist them in their conduit and water infrastructure plans.

Engenuity is proposing to provide engineering services related to the Electrical & Plumbing systems. These services will be performed by in-house personnel.

*The following outlines Engenuity's proposed scope of services, fees, and anticipated project schedule. Please contact us if you have any questions or would like to see any modifications to this proposal.*

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## Proposed Project Fees

The following lump sum fees are all inclusive of the above-described scope of services.
Payment is due as described in the Terms and Conditions.

| | | |
|---|---|---|
| 1. | Electrical Engineering | Fifteen Thousand Dollars ($15,000) |
| 2. | Plumbing Engineering | Fifteen Thousand Dollars ($15,000) |
| | **Total:** | **Thirty Thousand Dollars ($30,000)** |

## Scope of Services

Engenuity will provide the following scope of services as it relates to the project:

### Electrical & Plumbing Engineering Services

- Prepare schematic drawings in Autocad format.
- Visit site to review all existing conditions, panel sizes and trace (visual) all conduit and water piping.
- Prepare estimated loads based on intended building usage and provide schematic oneline drawings to show design intent.
- Coordinate conduit and pipe routing and building service entries with CMT masterplan.
- Provide biddable documents for temporary infrastructure within the buildings to allow for demolition of part of building 93.
- Provide biddable documents for conduit infrastructure and piping for permanent services for future tenants in coordination with CMT for all buildings and tenants.
- Coordinate requirements for design for main street extension power (source of power).
- Attend design meetings as required to review plans and coordination.
- Assist CMT in coordinating with local electric utility service for service to the building.

## Excluded Services

The following tasks are specifically excluded from Engenuity's Scope of Services.

- Lighting Design.
- Low voltage system design for A/V, Voice, Data, Security, Access Control
- Civil Engineering or Structural Engineering services. Including utility work beyond five feet outside the building footprint
- All fees (permit, etc.) will be paid by others.

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## PROJECT SCHEDULE

Engenuity will begin working on this project within two (2) weeks of receiving authorization to proceed. The project start will occur at the date the agreement is signed and returned.

We are confident that we can work in tandem with the other members of the design team to deliver this project on schedule. If a specific deadline is established, please provide that information to Engenuity and we will work to achieve those results. If you have any questions regarding the information within this proposal, please contact me immediately. Please sign and return this document to acknowledge acceptance of the agreement. We appreciate this opportunity and hope to earn your business and work with you on this exciting project.

Sincerely,

Darrell Jacobs, PE
President
D. (314) 974-5948
E. DarrellJ@theengenuity.com

**Authorized By:** _____

Printed Name: _____

Title: _____

Date: _____

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# TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

**STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting and related services performed or furnished by Engenuity ("ENGINEER") under this Agreement will be the care and skill ordinarily used by members of the ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warrantees, expressed or implied, under this Agreement or otherwise, in conjunction with ENGINEER's services.

**INSURANCE**

ENGINEER agrees to procure and maintain, at its expense Worker's compensation insurance as required by Statute; Automobile Liability insurance; Commercial General Liability insurance; and, Professional Liability Insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Engineer is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT for the claims covered by the ENGINEER's insurance, subject to the limitation of liability contained in that Section as it appears within these terms and conditions.

**OPINONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by the ENGINEER are made on the basis of information available to the ENGINEER and on the basis of the ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') means and methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

**CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project.

**CONTROLLING LAW**

This Agreement is to be governed by the laws of the state of Missouri.

**SERVICES AND INFORMATION**

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT will furnish the services of engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by the ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services. In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by the ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by the ENGINEER.

**SUCCESSORS AND ASSIGNS**

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ENGINEER will assign, sublet or transfer any interest in this Agreement without the written consent of the other.

**RE-USE OF DOCUMENTS**

CLIENT or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

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**SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

**INVOICES**

ENGINEER will submit monthly or more frequent as appropriate invoices for services rendered and CLIENT will make prompt payments upon receipt in response to the ENGINEER's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and subcontractor expenses will be marked up 10% to cover administrative and insurance costs. CLIENT shall make prompt payment to ENGINEER regardless of any other agreements or arrangements with Owner. ENGINEER's compensation shall not be tied to CLIENT's receipt of payment by the Owner. ENGINEER will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request. If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only. CLIENT recognizes that late payment of invoices results in extra expenses for the ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of two percent (2%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of the ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

**CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for the performance of the services, and equitable adjustment shall be made, and the Agreement modified accordingly.

**CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

**HAZARDOUS MATERIALS**

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and ENGINER may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with the ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this

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Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and sub consultants form and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, CLIENTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity form and against the consequences of that individual's or entity's sole negligence or willful misconduct.

**EXECUTION**

This Agreement, including the exhibits and schedules made a part thereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**LIMITATION OF LIABILITY**

ENGINEER's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, shall not exceed if applicable the ENGINEER's compensation for reports or opinions, or otherwise the lessor of $50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and CLIENT hereby releases and holds harmless ENGINEER from any liability above such amount.

**END OF DOCUMENT**

# SUPPLEMENTAL AGREEMENT NO. 2

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF ST. CHARLES
## AND
## CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 2 to the Engineering Services Contract made and entered into this 20TH day of JUNE, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, on June 3rd, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $10,854.00 for a total contract value of $919,719.08.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 2 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Two Hundred Two Thousand Five Hundred Eighty-Six dollars, and Ninety-Four cents ($202,586.94).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $202,586.94.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $919,719.08 to $1,122,306.02.

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# SUPPLEMENTAL AGREEMENT NO. 2

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF ST. CHARLES
## AND
## CRAWFORD, MURPHY, & TILLY, INC.

| | |
|---|---|
| Original Contract Ceiling | $ 908,865.08 |
| Supplemental Agreement No. 1 | $ 10,854.00 |
| Supplemental Agreement No. 2 | $ 202,586.94 |
| **TOTAL** | **$ 1,122,306.02** |

**CRAWFORD, MURPHY, & TILLY, INC.**

Kevin Fuller — June 4, 2024
Signature — Date

Kevin Fuller
Printed Name

ATTEST:

R. Jay Rakers — June 4, 2024
Signature — Date

R. Jay Rakers
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by: Daniel J. Borgmeyer — 6/20/2024
8D36AFB1A1BD439...
Daniel J. Borgmeyer, Mayor — Date

ATTEST:

DocuSigned by: Kimberly Hudson — 6/20/2024
70E399BA7AAF426...
City Clerk — Date
Kimberly Hudson

DS

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**SUPPLEMENTAL AGREEMENT NO. 2**

**ENGINEERING SERVICES CONTRACT**
**BETWEEN**
**CITY OF ST. CHARLES**
**AND**
**CRAWFORD, MURPHY, AND TILLY, INC.**

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 6/7/2024
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

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# ATTACHMENT A

## City of Saint Charles – Department of Engineering
## Main Street Extension – 23ENGST3

## SUPPLEMENT NO. 2 - SCOPE OF SERVICES

**TASK 13 SCI ENGINEERING**

Additional Services for Phase 1 and Phase 2 Environmental Site Assessments for the entirety of the ACF property, as well as asbestos surveys, lead-based paint surveys, and universal waste surveys. Refer to Proposal for Environmental Consulting Services, dated June 3, 2024.

Additional geotechnical services for the new City Hall project, with the purpose of exploring subsurface conditions and developing design and construction recommendations for the foundations and earth-related phases of the project. Refer to the Geotechnical Services proposal, dated June 3, 2024.

**TASK 15 TREKK DESIGN GROUP**

Additional services to analyze the feasibility of redirecting runoff from Sacred Heart Academy to the 24” pipe that extends from Decatur Street to under the Sawtooth building. Construction plans and construction coordination will be provided under this additional scope if the analysis proves that the connection is feasible.

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**END OF DOCUMENT**

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SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

June 3, 2024

R. Jay Rakers, P.E.
Crawford, Murphy & Tilly (CMT)
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Proposal for Environmental Consulting Services
Frenchtown Great Streets - N 2nd Street Improvements
St. Charles, Missouri
SCI No: 2023-0838.2B, 21, .25, .27

Dear Jay Rakers:

SCI Engineering, Inc. (SCI) is pleased to submit this proposal for a Phase I and Limited Phase II Environmental Site Assessment (Phase I and Phase II), Asbestos Survey, Lead-Based Paint (LBP) Survey and Universal Waste/Hazardous Material Survey of the above-referenced site. The subject property hosted multiple, former, industrial structures associated with the American Car Foundry, an historic manufacturer of passenger railcars. These structures are currently utilized for various office, warehouse, and entertainment venues. The remainder of the property hosts parking areas and gravel-covered lots on approximately 49.37 acres of land addressed at 620 N. 2nd Street in St. Charles, Missouri.

## SCOPE OF SERVICES

### Phase I Environmental Site Assessment

The purpose of our Phase I will be to identify Recognized Environmental Conditions (RECs) using appropriate inquiry into the previous ownership and uses of the subject property consistent with good commercial or customary practice as defined in CERCLA (*Comprehensive Environmental Response, Compensation, and Liability Act;* 1980, 42 USC 9601 (35) (B)). As such, the Phase I is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations for CERCLA liability.

The procedures outlined in the ASTM International (ASTM) Standard E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Practice) will be used to conduct the proposed Phase I. If activities outlined herein do not reflect your objectives, a modification of the proposed scope can be considered. Our services are specifically not intended to address the potential presence of asbestos, lead-based paint, mold, and other items identified as "common non-scope considerations" by ASTM E 1527-21. These services can be performed for an additional fee as detailed later herein.

Phase I activities will consist of reviewing readily available site history information and assessing the physical condition of the property at the time of the reconnaissance for evidence of possible use, storage, spillage, or dumping of hazardous, toxic or petroleum substances or materials. These activities, as outlined below, are intended to fulfill the requirements of ASTM E 1527-21.

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- **Reconnaissance:** A reconnaissance for physical evidence indicating possible use, storage, spillage, or dumping of hazardous, toxic, or petroleum substances on the subject property and, when possible, on contiguous sites. Stressed vegetation, suspect excavation, surface expressions of underground storage tanks (USTs) and transformers will be noted.

- **Historical Subject Property Use:** A review of Sanborn or other fire insurance maps, aerial photographs, city directories, and topographic maps, as readily available, at various intervals for potential documentation of major developments or changes in the usage of the subject property and adjoining sites since initial development or back to 1940, whichever is earlier.

- **Earth Systems:** A notation of the soil, watershed, topography, geology, and groundwater systems at the site, based on visual observation and literature review.

- **Interviews:** Interviews of on-site and neighboring residents/landowners/building occupants/report user (client) when necessary, for recollections of past ownership or activities suggesting the presence of hazardous, toxic, or petroleum substances. Interviews of local fire department officials and previous owner/occupants, when possible, will also be performed.

- **Ownership History:** A review of the Chain-of-Title/Conveyance Report extending to 1940, if provided, for evidence of past ownership suggesting the presence or use of hazardous, toxic, or petroleum substances. SCI assumes the client will provide the chain-of-title/conveyance report.

- **Review of Land Title Records:** In order to comply with the requirements of ASTM E 1527-21, the user is required to review land title records for evidence of environmental liens or activity and use limitations (AULs) and provide this information to SCI's Environmental Professional. Land title records include transaction-related title insurance documentation such as preliminary title reports and title commitments, as well as title search information reports such as condition of title, title abstractions, and AUL/Environmental Lien Reports. SCI's report will include a discussion of the user-reviewed land title record information. If you do not provide this information, or in your opinion it will not be available during completion of the Phase I, SCI can order and review an environmental lien and AUL search report for the fees noted below. Based on information about the subject property provided to SCI, we anticipate that three parcels will make up the AUL/Environmental Lien search.

- **Federal Records:** Federal records review will include the National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act Notification system (RCRIS); and Emergency Response Notification System (ERNS), when available.

- **State and Tribal Records:** A review of NPL/CERCLIS equivalent lists, Hazardous Waste Sites lists, Underground Storage Tanks Registration list, Leaking Underground Storage Tank list, Landfill and/or Solid Waste Facility (SWF) databases, Institutional/Engineering Control registries, Voluntary Cleanup sites and Brownfield sites.

- **File Review:** If the subject property or adjoining properties are identified within the environmental records sources, a regulatory file review may be recommended. If this review is recommended, records such as those maintained by local, state, or federal authorities will be requested. If the materials are readily available (i.e., provided electronically or available for review at an agency or depository local to the SCI office) and provided in a timely manner, a review of the materials will be completed as part of the assessment. Additional fees may apply for review of voluminous prior reports or regulatory file documents and/or reviews which require travel to an area not local to the

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SCI office. Additionally, payment of fees in excess of $25.00 charged by regulatory agencies for copying services or processing requests will be passed on to the client. If additional fees are necessary, SCI will contact you with an estimated fee for obtaining and reviewing regulatory files prior to incurring the additional costs.

- **Vapor Encroachment Screen:** An initial vapor encroachment screen will be performed to determine if a Vapor Encroachment Condition exists on the subject property. This determination will be based on the potential for vapors to occur in the subsurface within the boundaries of the subject property. The initial vapor encroachment screen will be performed in accordance with the Tier 1 "non-invasive" screening as outlined in ASTM E2600-22 *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*.

- **Report:** A formal report will be prepared which will include a summary of activities completed in accordance with ASTM E 1527-21. The report will also identify the environmental professional and the person who conducted the subject property reconnaissance and interviews. In addition, the report shall state whether the user reported to the environmental professional any information pursuant to the user's responsibilities. The findings, opinions, and conclusions in the report will be supported by documentation. The report will identify known or suspect RECs, Controlled RECs, and Historic RECs.

**OPTIONAL SERVICES AND NON-ASTM SCOPE ITEMS (For an Additional Fee)**

- SCI can perform a mold survey of subject property structure(s). This survey may include a reconnaissance and/or sampling, depending on subject property conditions. If requested, a proposal for these services will be provided separately.

**Limited Phase II Environmental Site Assessment**

SCI previously completed a Phase I on the subject property, which identified several RECs including the following:

- Evidence of USTs (underground storage tanks) were noted on the subject property.

- Railroad tracks were noted during the review of historic Sanborn maps and aerial photographs.

- Debris associated with the demolition of numerous of historic structures.

- An ash dump was present on the north site of an open sewer on the northern portion of the subject properties.

- Historic use of the subject property for railcar manufacturing.

- Former liquid transformers on the subject property were documented as containing Polychlorinated Biphenyl (PCB) oils.

- Several gasoline tanks were depicted on properties adjacent to the west and south from the subject property.

- A drycleaning facility was depicted on the 1929 Sanborn map at 316 N. Main.

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- Between at least 1909 and 1929, The St. Charles Electric Light and Power Co, and later the Union Electric Light and Power Co. operated a manufactured gas plant adjacent to the south of the subject property.

- Potential vapor encroachment condition (pVECs) were identified in association with the past use of the subject property and surrounding properties and the associated railcar manufacturing.

For the purpose of completing the Phase II activities, SCI has identified five key project elements. The elements are listed below and detailed in the following sections:

- Soil Sampling
- Groundwater Sampling
- Indoor Air Sampling
- Analytical Testing
- Formal Report

***Soil Sampling***

SCI will advance 47 borings on the subject property. Specifically, the borings are proposed at the following locations:

**Table 1 – Proposed Borings and Associated RECs**

| Boring | Recognized Environmental Conditions (RECs) |
|---|---|
| B-1 through B-15, B-30 | On-site petroleum storage and off-site petroleum storage; former structures/historic rail spurs |
| B-16 through B-29 | Historic manufacturing operations, ash dump, transformers; former structures/historic rail spurs |
| B-31 through B-36 | Historic rail spurs; former structures/historic rail spurs |
| B-37 through B-47 | Historic painting operations; former structures/historic rail spurs |

A Geoprobe system will be used to hydraulically drive stainless-steel probes to a depth of approximately 20 feet below ground surface (bgs) at each location, with the exception of borings B-31 through B-36, which will be advanced to a depth of 8 feet bgs. Soil samples will be continuously collected throughout the depth of probe advancement. Soil samples will be retrieved using a large bore sampler assembly, which recovers a 2½-inch diameter by 4-foot-long soil core in an acetate sleeve sample liner.

Each soil sample retrieved will be screened on approximate 2-foot vertical intervals using a photo-ionization detector (PID). This PID is capable of detecting variations in concentrations of various organic trace gases, including aromatic petroleum hydrocarbons. This sampling protocol and subsequent screening process will aid in determining the vertical extent of soil impact, if present.

The soil sample with the highest PID reading from each boring will be submitted for analytical testing. If no PID reading is encountered, the sample from immediately above the assumed perched groundwater saturation zone, or the deepest sample if no groundwater is observed, will be submitted for analysis. Additionally, in order to screen for impacted urban fill materials, surficial soil (0-3 feet bgs) samples will be collected from up to half of the borings, at locations where urban fill materials are observed during drilling.

Soil samples will be placed in laboratory-provided sample containers and transported to the laboratory in a chilled cooler.

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Decontamination procedures will consist of washing all sampling equipment in a solution of tap water and laboratory grade detergent (Liquinox) followed by tap water rinse and double rinse with tap water.

As part of the proposed scope, SCI will notify Missouri One-Call to locate public utilities. As part of the proposed scope, each boring location will be scanned with Ground Penetrating Radar (GPR) in an attempt to identify private utility conflicts. Boring locations will be adjusted should such issues arise.

***Groundwater Sampling***

When the targeted soil boring depth is reached, piezometers will be installed in each of the borings, with the exception of borings B-31 to B-36. The piezometers will be constructed of a Schedule 40 PVC (polyvinyl chloride) riser and screen. The screened interval is anticipated to be 10-slot (0.010-inch) for a 10-foot interval.

The piezometers will be emplaced such that the screen extends approximately 5 feet below the groundwater level assumed at the time of drilling. SCI will attempt to collect a groundwater sample at the time of piezometer installation. However, should groundwater not be present on the date of drilling, SCI will return approximately 48 hours later in attempt to collect the groundwater sample. As soon as the groundwater sample is collected, or following the subsequent sampling attempt, the piezometers will be removed, and the remaining void space will be filled with bentonite. The surface will be patched as appropriate.

Representative groundwater samples will be collected from the piezometers with disposable polyethylene bailers. Groundwater samples will be placed in laboratory-provided sample containers and transported to the laboratory in a chilled cooler.

***Analytical Testing***

Analytical test parameters for the soil and groundwater samples collected from the subject property will be analyzed for the constituents outlined in Table 2.

**Table 2 – Soil and Groundwater Analytical Testing**

| Boring(s) | Analytical Parameters |
|---|---|
| B-1 through B-15, B-30 | BTEX+TPH-GRO by U.S. EPA Method 8260<br>TPH DRO+ORO+PAH by U.S. EPA Method 8270 |
| B-16 through B-29 | VOCs by U.S. EPA Method 8260<br>PAHs by U.S. EPA Method 8270<br>PCBs by U.S. EPA Method 8082<br>RCRA Metals by U.S. EPA Method 6010 |
| B-31 through B-36 | RCRA Metals by U.S. EPA Method 6010<br>PAHs by U.S. EPA Method 8270 |

BTEXN - Benzene, Toluene, Ethylbenzene, Xylenes, and Naphthalene
TPH-GRO - Total Petroleum Hydrocarbons-Gasoline Range Organics
U.S. EPA - United States Environmental Protection Agency
TPH-DRO/ORO - TPH-Diesel Range/Oil Range Organics
VOCs - Volatile Organic Compounds
PAHs - Polynuclear Aromatic Hydrocarbons
PCBs - Polychlorinated Biphenyls
RCRA - Resource Conservation and Recovery Act

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**Table 2 – Soil and Groundwater Analytical Testing (continued)**

| Boring(s) | Analytical Parameters |
|---|---|
| B-36 through B-47 | VOCs by U.S. EPA Method 8260<br>RCRA Metals by U.S. EPA Method 6010 |
| Surficial Soils/Urban Fill (50% of the borings) | PAHs by U.S. EPA Method 8270<br>RCRA Metals by U.S. EPA Method 6010. |
| Indoor Air | VOCs by TO-15 |

U.S. EPA - United States Environmental Protection Agency
VOCs - Volatile Organic Compounds
PAHs - Polynuclear Aromatic Hydrocarbons
RCRA - Resource Conservation and Recovery Act

***Indoor Air Sampling***

Historic painting, plating, and lacquering operations were noted withing the current office structure on the southwestern portion of the site. As drilling in this building is not possible, SCI proposes to collect indoor air samples from this building.

Using Summa canisters fitted with four-hour fill regulators, three samples will be collected from the ground floor of the building. SCI will inventory any containers of paints, petroleum products, or other chemicals stored in the nearby vicinity of the sample locations.

***Formal Report***

Results of the Phase II scope of service outlined in this proposal will be reviewed by the project manager. SCI's findings and recommendations will be presented as part of the Phase I report. The report will include a description of sampling methods, laboratory data, a site plan, and supporting data. The report will also provide a comparison of the lab results to the Missouri Department of Natural Resources Default Target Levels.

**Asbestos Survey**

The purpose of our asbestos survey will be to determine whether asbestos-containing materials (ACMs) are present within readily accessible areas of the structures on the subject property. This survey is intended to satisfy the requirements of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) for demolition or renovation, as well as for Occupational Safety and Health Administration (OSHA) compliance.

SCI's Missouri-Certified Asbestos Inspector will conduct a survey of accessible areas of the structures at the above-referenced location for suspect ACMs. Inaccessible areas would include, but are not limited to, areas above fixed ceilings, behind walls, or under subfloors. SCI will collect a sample of any suspect ACM identified during the survey. The collected samples will be submitted for analytical testing utilizing polarized light microscopy.

It is important to note, our activities will cause damage to the materials that are sampled. In some cases, the materials that need to be sampled are in readily observable areas. Should you wish to describe specific areas that you would prefer us to sample in, please indicate this to us as part of your formal authorization.

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Upon receipt of the analytical test results, a formal letter will be prepared summarizing results of the analytical testing. Each sample location will also be identified along with an estimate of the quantity of ACM. An assessment of possible fiber release, to the limit of the material being friable or non-friable, will also be provided. In addition, the EPA *Notification of Demolition or Renovation* form will be completed to the extent possible by SCI. A soft version of this form can be submitted upon request.

**Lead-Based Paint (LBP) Survey**

The purpose of the LBP Survey will be to determine if lead is present in the painted coatings contained within the structures on the subject property.

SCI will perform a lead-based paint survey on the above-referenced structures. All testing will be performed by a Missouri-Licensed Lead Inspector or Risk Assessor and will be performed using an x-ray fluorescence meter (XRF), which can quickly and nondestructively determine the quantity of lead present in paint coatings. This survey will include a comprehensive summary of all material tested and will be specific to each test location.

**Universal Waste/Hazardous Material (UW/HM) Survey**

The purpose of our UW/HM survey will be to identify items that may require specialized removal and disposal prior to demolition and renovation activities. This survey will be performed concurrently with the ACM and LBP surveys.

SCI will perform a survey of UW/HMs located within the on-site structures. UW/HMs items typically include, but are not limited to, fluorescent bulbs and ballasts, mercury switches, high intensity discharge lamps, mercury vapor lamps, emergency light batteries, refrigerant gases, paints, cleaners, and other chemicals. Some of these items are not suitable for disposal in municipal landfills and may require specialized removal and disposal prior to demolition and renovation activities.

SCI will provide an inventory of all UW/HMs observed in the structure along with recommendations related to recycling or disposal. Separate written summaries of the UW/HM survey activities will be provided for each building.

**COST AND SCHEDULE**

We will provide the consulting services for the project as detailed above for the fees shown in Table 3. Recommendations for further investigations or remediation, if necessary, will be included with the report. Please contact us if you have a specific date that our report is needed.

**Table 3**

| Service | Fee ($) | Estimated Timeframe |
|---|---|---|
| **Phase I ESA** | | |
| Standard Turnaround | 3,250.00[1] | Three to four weeks |
| Rapid Turnaround | 4,250.00 | One to two weeks |
| **Limited Phase II ESA** | | |
| Standard Turnaround | 88,250.00 | Five to Seven weeks |
| Rapid Turnaround | 126,250.00[2] | Four weeks |

[1]Includes Environmental Lien/AUL search of 3 parcels
[2]Includes premiums for expedited laboratory sampling, reporting and report processing.

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**Table 3 (continued)**

| Service | Fee ($) | Estimated Timeframe |
|---|---|---|
| **Asbestos Survey[3]** | | |
| Asbestos Survey (up to 330 samples, Standard Turnaround) | 8,650.00 | Three to four weeks |
| Asbestos Survey (up to 330 samples, Rapid Turnaround) | 11,750.00[2] | One to two weeks |
| **Lead-Based Paint Survey[3]** | | |
| Lead-Based Paint Survey (Standard Turnaround) | 3,100.00 | Three to four weeks |
| Lead-Based Paint Survey (Rapid Turnaround) | 4,100.00[2] | One to two weeks |
| Universal Waste/Hazardous Material Survey | 2,000.00 | Concurrent with ACM and LBP Surveys |
| **Optional Services** | | |
| AUL/Environmental Lien Search | 1,245.00[1] | Concurrent with Phase I |
| **Non-ASTM Scope Items** | | |
| Preliminary Desktop Review | 500.00 | Concurrent with Phase I |

[3]SCI's fees for this service are based on the assumption that we will be retained to perform the Asbestos Survey, LBP Survey, and UW/HM Survey at the same time as the Phase I ESA and Limited Phase II ESA.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions. This fee does not include title/conveyance reports. If this is required, please make a notation on the enclosed *Acceptance of Proposal for Professional Services* sheet. **Please notify SCI in advance if you believe third-party reliance will be required. Should third-party reliance letters be requested for these activities, within 180 days subsequent to report submittal, additional costs of $500.00 will be incurred**.

This proposal assumes that you will provide site access authorization, including access to the proposed boring locations during normal business hours for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal.

Additional services by SCI might involve meetings and/or extensive telephone conversations to discuss the content and recommendations provided in the report. Our charges for these additional services would be on an hourly basis.

**Conditions and Considerations**

The above fees have assumed certain conditions. Adjustments to the scope of work may be needed if the conditions or assumptions change during the course of this agreement. No changes will be made without concurrence of the client.

- Access to any existing structures will be provided during the site reconnaissance. Should we have to return to the site because of denied access, our remobilization will be invoiced at an additional rate of $115.00 per hour.

- The client must provide access to inaccessible areas unless written authorization is given to SCI to take necessary measures to gain access. Additional costs may be incurred if substantial amounts of demolition are required to access materials for sampling.

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- Materials, which appear similar in color, finish, and date of application at the time the survey is made, will be assumed to be homogeneous and will be sampled accordingly. SCI has included costs for analysis of 330 samples/layers from the site, which is assumed to be sufficient to complete the survey. However, should additional samples/layers be required, sampling, analysis, and reporting of these additional samples will be performed at a rate of $20.00 per sample/layer.

Additional services on our part should be anticipated following completion of the report(s). These services might involve more than one meeting to discuss the content and implications of the reports, additional engineering for design, review of project plans and specifications to assess the application of recommendations provided, and field services during construction. Our specific involvement in these phases of the project cannot be estimated at this time. Normally, our charges would be on an hourly basis for these services, but lump-sum costs could be provided if our involvement can be specifically defined. The enclosed *General Terms and Conditions* will also apply to additional services we provide for this project.

**AUTHORIZATION**

This proposal is valid for 90 days. If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed Acceptance of Proposal for Professional Services. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services

will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed General Terms and Conditions will also apply to any future services you authorize for this project.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal or desire to modify the proposed scope, please do not hesitate to call.

Respectfully,

**SCI ENGINEERING, INC.**

Benjamin K. Butterfield, CHMM
Senior Scientist

Jessica B. Keeven, CHMM
Senior Scientist

BKB/JBK/hmm

Enclosures
Acceptance of Proposal for Professional Services sheet
General Terms and Conditions sheet

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**SCI ENGINEERING, INC.**
**130 Point West Boulevard**
**St. Charles, Missouri 63301**
**636-949-8200**
**www.sciengineering.com**

## ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Frenchtown Great Streets – 2nd Street – Environmental Consulting Services

Project Number: 2023-0838.2B, .21, .25, .27 / BKB

Date: June 3, 2024

Fee: **Please check preferred service(s)**

| | | |
|---|---|---|
| **Environmental Services** | | |
| Phase I (Standard Processing) | $3,250.00 | ☐ |
| Phase I (Rapid Processing) | $4,250.00 | ☑ |
| Phase II (Standard Processing) | $88,250.00 | ☑ |
| Phase II (Rapid Processing) | $126,250.00 | ☐ |
| Asbestos Survey (up to 330 samples, Standard Turnaround) | $8,650.00 | ☐ |
| Asbestos Survey (up to 330 samples, Rapid Turnaround) | $11,750.00 | ☑ |
| Lead-Based Paint Survey (Standard Turnaround) | $3,100.00 | ☐ |
| Lead-Based Paint Survey (Rapid Turnaround) | $4,100.00 | ☑ |
| Universal Waste/Hazardous Material Survey | $2,000.00 | ☑ |
| **Optional Services** | | |
| AUL/Environmental Lien Search | $1,245.00 | ☐ |
| **Optional Services Non-ASTM Scope Items** | | |
| Prelim Desktop Review | $500.00 | ☐ |

TOTAL = $110,350

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

**Accepted By:**

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

**Party responsible for payment: (if different than Accepted By)**

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

**Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)**

| Company and Contact Name: | Address (Printed) or Email (Electronic): | No. Printed Reports |
|---|---|---|
| | | |
| | | |

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**NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.**

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**SCI ENGINEERING, INC.**
**130 Point West Boulevard**
**St. Charles, Missouri 63301**
**636-949-8200**
**www.sciengineering.com**

## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

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compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

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SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

June 3, 2024

Bradley Spanberger, P.E.
Crawford, Murphy & Tilly
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Geotechnical Services Proposal
St. Charles City Hall
St. Charles, Missouri
SCI No. 2023-0838.12, .GB, .G2

Dear Bradley Spanberger:

SCI Engineering, Inc. (SCI) is pleased to provide this geotechnical services proposal for the referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations and earth-related phases of the project.

## PROJECT DESCRIPTION

A new City Hall building is proposed with the American Car Foundry (ACF) property between Main Street and 2nd Street in St. Charles, Missouri. The footprint of the proposed building consists of an existing building, which will be demolished. The building has an interior ceiling height on the order of 15 to 20 feet.

The City Hall building will have four levels including one level of below-grade parking, retail that walks out to the south, and three levels of office space.

Grading plans were not provided at the time of this proposal; however, we assume maximum cuts on the order of 12 feet along 2nd Street, while we assume the southern portion is within a few feet of the planned finished grade. The building will have maximum column loads on the order of 1,000 kips and maximum wall loads on the order of 20 kips per linear foot.

## SCOPE OF SERVICES

### Geotechnical

We will explore the subsurface conditions by drilling nine borings at the approximate locations shown in the *Geotechnical Boring Layout*. However, it should be noted that the borings along 2nd Street will likely be shifted into the roadway. A lane drop and traffic control will be required for these borings. The lane closure it anticipated to require two days. Up to two of the borings will be drilled inside the existing building. The interior has a ceiling height on the order of 15 to 20 feet. We will utilize a skid steer mounted drilling rig to access the interior locations. We assume that a pathway at least eight feet in width will be provided by others to the interior boring locations.

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We will locate the borings in the field using a handheld global positioning system and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us or by measuring from existing features. If more accurate data is required, we recommend that you retain the project surveyor to stake the boring locations and provide surface elevations.

We will then explore the subsurface conditions by drilling the borings to the depths of auger refusal (assumed at an average depth of 40 feet). Four borings will be advanced an additional 10 feet beyond refusal using rock coring methods. SCI personnel will log the borings and direct sampling. The borings will be sampled with Standard Penetration Tests (SPTs) at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. The borings drilled with the skid steer rig will be sampled with a split-spoon sampler and will have shear vane testing performed at select intervals. The boreholes will be then backfilled with soil cuttings and the pavement patched.

It should be noted that some settlement of the boreholes will likely occur following completion of the fieldwork and additional backfill may be required. We assume monitoring of the borehole backfill after drilling is completed and placement of additional backfill will be provided by others. Alternately, the boreholes may be backfilled with sand, gravel, or grout which are less prone to settlement; however, additional fees will apply and a suitable area for spoils disposal would need to be coordinated with the owner.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests and grain size analysis will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information, will be performed on selected Shelby tube samples. Unconfined compression tests will be performed on selected rock core samples to provide strength information.

Our findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- Allowable bearing pressures and depths for shallow or deep foundation support, as applicable;
- Discussion of the feasibility of ground improvement, if applicable;
- Recommended parameters for the lateral analysis of deep foundations, if applicable. (SCI can also provide LPILE analysis once the deep foundation configurations are selected; however, this service is outside of our currently proposed scope);
- Liquefaction analysis and determination of seismic coefficients for building design according to the appropriate International Building Code;
- Anticipated settlement based on general soil characteristics;
- Shrink/swell potential of subgrade soils;
- Floor slab design criteria;

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- Lateral earth pressures for the design of below-grade and minor retaining walls;
- Global stability analyses for up to two cross sections of proposed retaining wall (if planned) with presentation of the calculated factors of safety;
- General location, description, and disposition of existing fill materials, if encountered;
- Influence of groundwater and/or bedrock, if encountered, on design and construction;
- Discuss the presence or lack thereof of mines, wells, caves, cavities, geologic conditions and other similar voids (or potential therefore), existing on, or near enough to the project, to be of consideration;
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and
- Site development and geotechnical construction recommendations.

**Advanced Seismic Analysis *(Optional)***

Based on our previous work within the area, we anticipate that the Seismic Site Class and Seismic Design Category (SDC) will likely be a "D" for seismic design. Shear wave velocity testing or a Site-Specific Seismic Hazard Analysis (SSSHA) may be beneficial to the project team in order to improve the seismic design criteria for the site. The reduction in design loading due to an improvement in the seismic design criteria can help significantly reduce project costs.

***Phase I: Shear Wave Velocity Data Collection***

We will collect shear wave velocity data on the site in order to evaluate the shear wave velocity profile of the subsurface soils to a maximum depth of 100 feet. Our geotechnical engineer will interpret the results of the field testing and generate a shear wave velocity profile of the subsurface with respect to depth. The interpreted shear wave velocity profile will be used to determine the Seismic Site Class. We will evaluate whether the shear wave data collected will improve the Site Classification.

***Phase II: Site-Specific Seismic Hazard Analysis (if required)***

If no improvement of the Site Class is possible, SCI will perform a SSSHA in an attempt to improve the SDC. The shear wave velocity data collected in Phase I will be used to estimate dynamic soil properties needed for the SSSHA. The SSSHA will then be performed utilizing synthetic earthquake input provided by the USGS website and a commercially available program ProShake[1] in order to develop a Site-Specific Response Spectrum. The Design Response Spectrum is a composite curve developed following the procedures presented in Section 1613 of the IBC 2018 code and Chapter 21 of ASCE 7-10. The results of the SSSHA, including revised seismic parameters and the resulting Seismic Design Category will be presented in the geotechnical report.

[1] ProShake, Ground Response Analysis Program, Version 1.12, EduPro Civil Systems, Inc., Sammamish, WA.

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**Engineer of Record Services**

We will provide Engineer of Record services following the issuance of the geotechnical report. Such services will include attending conference calls and meetings (up to three assumed), review of plans and specifications (one set assumed), provide a geotechnical statement and seal plans.

**Private Utility Locate (if needed)**

Private utilities, that will not be marked by Missouri One Call (811), may be located near the borings. If the owner or their representative cannot mark the private utilities, then a private utility locate will be required. SCI can provide this service for the fee shown in Table 1. The private utility locate fee includes scanning a radius around each boring and marking identified underground features with spray paint or flags. No other documentation is included in the fee. If the locations of identified underground features are required, we recommend that the project surveyor be retained to document the locations.

## COST AND SCHEDULE

We will provide these services for the lump-sum fees detailed in Table 1.

**Table 1 – Services and Fees**

| Service | Fee ($) |
|---|---|
| Geotechnical Exploration and Report | 25,950.00 |
| Traffic Control ($195 per hour, 16 hours anticipated) | 3,120.00 |
| Advanced Seismic Analysis (optional) | |
| Phase I: Shear Wave Velocity Collection and Analysis | 3,000.00 |
| Phase II: Site Specific Seismic Hazard Analysis (if required) | 3,500.00 |
| Engineer of Record Services ($170.00 per hour) | Hourly, estimated budget of 2,500.00 |
| Private Utility Locate (if needed) | 2,700.00 |

We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start drilling the site, weather permitting, about three weeks thereafter. We anticipate that the exploration will be completed in three to four days; however, we cannot mobilize the drill rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately four to five weeks following the field exploration; however, verbal findings should be available within three working days after completion of the drilling. The SSSHA, if required, will take an additional one to two weeks.

**Conditions and Considerations**

- The geotechnical fee is based on a maximum of 360 feet of soil drilling and 40 feet of rock coring. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for $40.00 per foot for soil drilling and $80.00 per foot for rock coring. No costs associated with union labor or permits are included in this proposal.

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- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. **We assume that a pathway at least eight feet in width will be provided by others to the interior boring locations.** No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig. **SCI can provide a private utility locate for the additional fee shown in Table 1.**

- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

- SCI performs the subsurface utility locating services using geophysical tools in accordance with the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE/UES/CI 38-22), and in accordance with the standard of care and the generally accepted industry principals. However, SCI cannot and does not guarantee the accuracy of the utility locations reported for the following reasons. The geophysical methods are non-invasive and have limitations. The effectiveness of the geophysical instruments used for subsurface utility locating depends on multiple factors such as, but not limited, to utility size, depth, condition, composition (e.g., metal, PVC), congestion, general site conditions (clayey soils, reinforced concrete, subsurface material moisture content), overhead power lines and access to exposed utilities. Not all utilities present within a survey area may be imaged due to these limitations. Some utilities, such as non-metal (e.g., clay and plastics) pipes and fiber optic cables without tracer wires, may not be imaged by the geophysical tools. Utility depths provided from the geophysical surveys are estimated and should be treated as such. Geophysical interpretations are non-unique, and ground-truthing verification is required for constraining and verifying the interpretations.

- Our fee, which is valid for up to 30 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

## CLIENT RESPONSIBILITIES AND AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; or if you would like to discuss the above scope or schedule in any way.

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I can be reached at 636-757-1065 or tbarrett@sciengineering.com.

Respectfully,

**SCI ENGINEERING, INC.**

Timothy J. Barrett, P.E., CFM
Geotechnical Services Manager

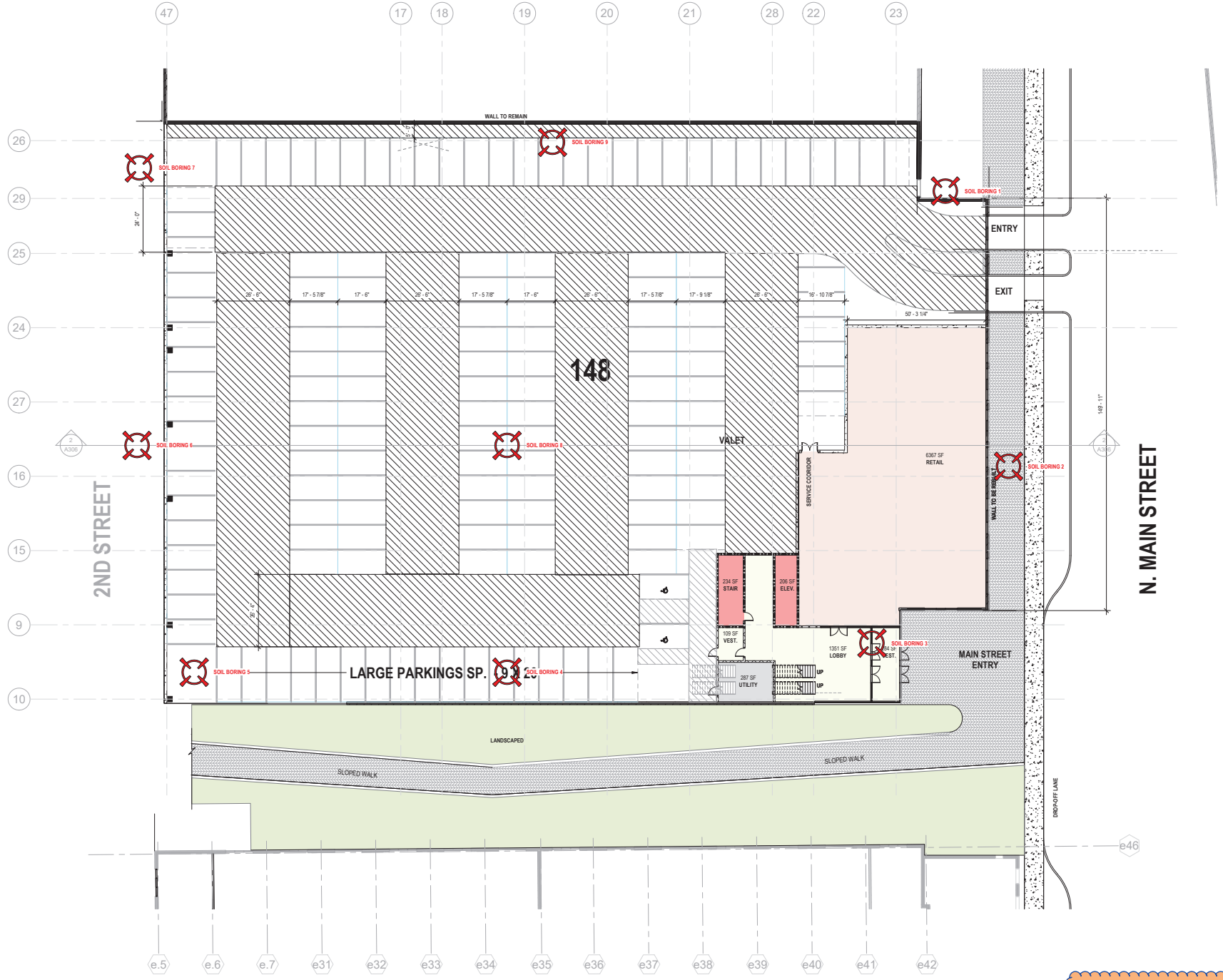
Evgeniy "Eugene" V. Torgashov, Ph.D.
Senior Geophysicist

EVT/TJB/mas

Enclosures
- Geotechnical Boring Layout
- Acceptance of Proposal for Professional Services
- General Terms and Conditions

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GEOTECHNICAL BORING LAYOUT

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**SCI ENGINEERING, INC.**
**130 Point West Boulevard**
**St. Charles, Missouri 63301**
**636-949-8200**
**www.sciengineering.com**

## ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: St. Charles City Hall - Geotechnical Services

Project Number: 2024-0924.10, .GB, .G2 / TJB, EVT

Date: June 3, 2024

Fee: Please indicate your selection by placing a check mark in the appropriate box below:

| | | |
|---|---|---|
| Geotechnical Exploration and Report | $25,950.00 | ☑ |
| Traffic Control ($195 per hour, 16 hours anticipated) | $3,120.00 | ☑ |
| Advanced Seismic Analysis (optional) | | |
| Phase I: Shear Wave Velocity Collection and Analysis | $3,000.00 | ☑ |
| Phase II: Site Specific Seismic Hazard Analysis (if required) | $3,500.00 | ☑ |
| Engineer of Record Services ($170.00 per hour) | Hourly, estimated budget of 2,500.00 | ☑ |
| Private Utility Locate (if needed) | $2,700.00 | ☑ |

TOTAL
$40,770

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

**Accepted By:**

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

**Party responsible for payment: (if different than Accepted By)**

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

**Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)**

| Company and Contact Name: | Address (Printed) or Email (Electronic): | No. Printed Reports |
|---|---|---|
| | | |
| | | |

**NOTICE TO OWNER:** **(FOR SITES IN MISSOURI ONLY)**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.**

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**SCI ENGINEERING, INC.**
**130 Point West Boulevard**
**St. Charles, Missouri 63301**
**636-949-8200**
**www.sciengineering.com**

## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

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compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

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# Important Information about This

# Geotechnical Engineering Proposal

**Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.**

**While you cannot eliminate all such risks, you can manage them. The following information is provided to help.**

## Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

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*is an offer to better manage your risk*. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy*. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

## Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations*. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

## Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

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## Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

## Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.




8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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**EXHIBIT C - SCHEDULE OF FEES**
**TREKK DESIGN GROUP**
**City of St. Charles Proj. No. 23ENGST3**
**TREKK Proj. No. 23-0389**
**Main Street Extension SA02**
**6/3/2024**

| **Direct Salary Classification** | **Hourly Rate** | **Estimated Hours** | **Total Labor Cost** |
|---|---|---|---|
| Principal | $ 70.00 @ | 6.00 | $ 420.00 |
| Project Manager | $ 68.00 @ | 98.00 | $ 6,664.00 |
| Prof. Engineer II | $ 50.00 @ | 58.00 | $ 2,900.00 |
| Project Engineer II | $ 39.00 @ | 102.00 | $ 3,978.00 |
| Sr. Project Designer | $ 49.00 @ | 32.00 | $ 1,568.00 |
| Admin | $ 31.00 @ | 8.00 | $ 248.00 |
| **Subtotal** | | 304 | $ 15,778.00 |
| Overhead Rate @ 183.29% | | | $ 28,919.50 |
| Fixed Fee @ 14.3% | | | $ 6,391.74 |
| FCCM @ 1.63% | | | $ 257.18 |
| **Subtotal** | | | $ 51,346.42 |
| **Direct Expenses** | | | |
| Vehicles | | | |
| Personal and Company Cars | 184 @ $ 0.655 per mile | | $ 120.52 |
| **TOTAL ESTIMATED FEE** | | | **$ 51,466.94** |

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**ESTIMATED HOURS**

TREKK Design Group

City of St. Charles Proj. No. 23ENGST3

TREKK Proj. No. 23-0389

Main Street Extension SA02

| CLASSIFICATION | Principal | Project Manager | Prof. Engineer II | Project Engineer II | Sr. Project Designer | Admin | TOTAL |
|---|---|---|---|---|---|---|---|
| **Task 1 - Project Administration** | | | | | | | |
| General Project Administration | 2 | 8 | | | | 8 | |
| | | | | | | | |
| **Task 1 - Subtotal** | **2** | **8** | **0** | **0** | **0** | **8** | **18** |
| | | | | | | | |
| **Task 3 - Conceptual Study** | | | | | | | |
| Meetings (assume 2 vitual) | | 4 | | 4 | | | |
| Review Record Plans/Existing Data | | 2 | 6 | 12 | | | |
| Review ACF Record Plans On Site | | 6 | | 6 | | | |
| Field Visit (assumes 2) | | 8 | | 8 | | | |
| Delineate Existing Drainage Areas | | 2 | 4 | 8 | | | |
| Existing Runoff Calculations | | 1 | | 6 | | | |
| Existing Hydraulic Calculations | | 2 | 2 | 6 | | | |
| Flow Diversion Hydraulic Calculations | | 1 | 2 | 4 | | | |
| Develop Two Design Alternatives | | 4 | 8 | 8 | | | |
| Write Memorandum | | 2 | | 4 | | | |
| QAQC | 2 | 2 | 4 | | | | |
| | | | | | | | |
| **Task 3 - Subtotal** | **2** | **34** | **26** | **66** | **0** | **0** | **128** |
| | | | | | | | |
| **Task 6 - Final Plans** | | | | | | | |
| Develop Cover Sheet & Plan/Profile Sheet | | | 4 | | 16 | | |
| Detail Plan/Profile Sheet | | 2 | 8 | 4 | 8 | | |
| Detail Sheets | | | | 8 | 8 | | |
| Job Special Provisions | | 4 | 4 | | | | |
| Quantity Tabulation | | 1 | | 8 | | | |
| Cost Estimate | | 2 | | 8 | | | |
| QAQC | 2 | 2 | 4 | | | | |
| Submittal to City | | 1 | | | | | |
| Revisions based on comments | | 2 | | 8 | | | |
| Compile Bid Documents | | 8 | 4 | | | | |
| **Task 6 - Subtotal** | **2** | **22** | **24** | **36** | **32** | **0** | **116** |

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**ESTIMATED HOURS**

TREKK Design Group

City of St. Charles Proj. No. 23ENGST3

TREKK Proj. No. 23-0389

Main Street Extension SA02

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Task 11 - Bidding & Construction** | | | | | | | |
| Attend prebid and preconstuction conferences | | 8 | | | | | |
| Answer questions during the bidding phase | | 4 | 4 | | | | |
| Answer questions during the construction phase | | 8 | 4 | | | | |
| Shop drawing approvals | | 8 | | | | | |
| Site Visits (Assumes 2) | | 6 | | | | | |
| **Task 11 - Subtotal** | **0** | **34** | **8** | **0** | **0** | **0** | **42** |
| | | | | | | | |
| **Total Estimated Hours** | **6** | **98** | **58** | **102** | **32** | **8** | **304** |

Assumptions & Exclusions:

1 Meetings will be virtual
2 Record plans and field investigations that show existing drainage connections will be provided
3 Two alternatives will be analyzed during conceptual phase.
4 Final Plan Design will be of the preferred alternative.
5 Changes in scope will require a supplemental agreement
6 Permitting fees are excluded
7 General Front End Documents will be provided by the City

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## Exhibit B – CONSULTING ENGINEER'S SCOPE OF SERVICES

This addendum will analyze the feasibility of redirecting runoff from Sacred Heart Academy to the 24" pipe that extends from Decatur Street to under the Sawtooth building. If the analysis proves that this is feasible construction plans will be developed for the storm sewer construction.

### TASK 15.1 TREKK PROJECT ADMINISTRATION

Tasks include:

1. Provide monthly progress reports and invoices.
2. General administration

### TASK 15.3 TREKK CONCEPTUAL STUDY

Tasks include:

1. Coordination & Meetings
2. Review Record Plans/Existing Data
3. Review ACF Record Plans on Site
4. Field Visit (assumes 2)
5. Delineate Existing Drainage Areas
6. Existing Runoff Calculations
7. Existing Hydraulic Calculations
8. Flow Diversion Hydraulic Calculations
9. Develop Design Alternatives
10. Write Memorandum
11. Quality Control

### TASK 15.6 TREKK FINAL PLANS

Tasks include:

1. Develop Cover Sheet & Plan/Profile Sheet
2. Detail the Plan/Profile Sheet
3. Develop Detail Sheets
4. Develop Job Special Provisions
5. Quantity Tabulation
6. Cost Estimate
7. Quality Control
8. Submittal to City
9. Complete Revisions Based on City's Comments
10. Compile Bid Documents

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## TASK 15.11 TREKK BIDDING & CONSTRUCTION

Tasks include:

1. Attend prebid and preconstuction conferences
2. Answer questions during the bidding phase
3. Answer questions during the construction phase
4. Shop drawing approvals
5. Site Visits (Assumes 2)

## TASK EXCLUSIONS & ASSUMPTIONS

- Meetings will be virtual
- Record plans and field investigations that show existing drainage connections will be provided
- Two alternatives will be analyzed during conceptual phase.
- Final Plan Design will be of the preferred alternative.
- Changes in scope will require a supplemental agreement
- Permitting fees are excluded
- General Front End Documents will be provided by the City

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# ATTACHMENT B
# MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
# ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 2

## FEE SUMMARY

| FIRM | | FEE | HOURS (1) | % OF TOTAL FEE |
|---|---|---|---|---|
| CMT | $ | 546,134.13 | 3546 | 48.66% |
| EDSI * | $ | 69,028.00 | 525 | 6.15% |
| SCI ENGINEERING (1) | $ | 239,789.54 | 439 | 21.37% |
| SWT DESIGN | $ | 89,795.00 | 608 | 8.00% |
| TREKK DESIGN GROUP * | $ | 166,705.35 | 702 | 14.85% |
| BAX ENGINEERING | $ | 10,854.00 | 76 | 0.97% |
| **TOTAL** | **$** | **1,122,306.02** | **5896** | **100.00%** |

| * DBE Estimated Participation = | 21.00% | percentage of fee |
|---|---|---|

(1) Hours do not include time for L SUM Supplements

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# SUPPLEMENTAL AGREEMENT NO. 1

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF ST. CHARLES
## AND
## CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 1 to the Engineering Services Contract made and entered into this 3RD day of JUNE, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 1 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Ten Thousand Eight Hundred and Fifty-Four Dollars and no cents ($10,854.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $10,854.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $908,865.08 to $919,719.08.

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# SUPPLEMENTAL AGREEMENT NO. 1

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF ST. CHARLES
## AND
## CRAWFORD, MURPHY, & TILLY, INC.

**CRAWFORD, MURPHY, & TILLY, INC.**

Kevin Fuller — May 10, 2024

Signature — Date

Kevin Fuller

Printed Name

ATTEST:

R. Jay Rakers — May 10, 2024

Signature — Date

R. Jay Rakers

Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer — 6/3/2024
8D36AFB1A1BD439...

Daniel J. Borgmeyer, Mayor — Date

ATTEST:

DocuSigned by:
Kimberly Hudson — 6/3/2024
70E399BA7AAF426...

City Clerk — Date

Kimberly Hudson

DS

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**SUPPLEMENTAL AGREEMENT NO. 1**

**ENGINEERING SERVICES CONTRACT**
**BETWEEN**
**CITY OF ST. CHARLES**
**AND**
**CRAWFORD, MURPHY, AND TILLY, INC.**

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 5/29/2024
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

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**ATTACHMENT A**

**City of Saint Charles – Department of Engineering**
**Main Street Extension – 23ENGST3**

**SUPPLEMENT NO. 1 – SCOPE OF SERVICES**

**TASK 16 BAX ENGINEERING**

Additional services for an ALTA survey, its accompanying legal descriptions, and subdivision plats for the American Car Foundry (ACF) property. Refer to their scope of services on the next page.

**END OF DOCUMENT**

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# City Centre – Main Street Extension
# ALTA/NSPS survey Area B - BAX 24-19215
# Surveying Scope of Services

## ALTA/NSPS survey narrative

- Discuss with the limits of survey needed. Walk site with City and planning Engineer to understand delineation of proposed property survey limits for Area B

- Proposed Boundary lines of Area B to include certain building party walls. Those walls and interior building demarcations to be located and depicted on survey drawing and reflected in final land descriptions.

- Execute an ALTA/NSPS Land Title Survey on the project property. Establish boundary lines based on existing property boundary limits, and proposed property limits as required Area B within overall project area.

- Set survey monuments at boundary corners as necessary.

- Write legal descriptions as necessary for Area B and for proposed roadway Right of Way for Main Street extension limits.

- ALTA/NSPS Land Title Survey to be executed and completed in compliance with the Minimum Standard detail requirements for ALTA/NSPS Land Title Surveys as adopted during February, 2021. In addition, the survey will also be prepared in accordance with the current “Minimum Standards for Property Boundary Surveys of the State of Missouri.”

- A drawing to scale will be provided showing the results of said survey certified to the current 2021 ALTA/NSPS Land Title Survey Standards, including Items 1, 2, 3, 4, 6a, 7a, 8, 9, 10, 13, and 16 of Table A. (see attached)

- This proposal is based on the ALTA/NSPS requirements listed above. Any additional Table “A” items (not specified at the time the contract was signed) requested by the client, lender, attorneys, or others involved in the closing process will result in adjusted fees based on our current hourly rate schedule and will be reflected on the final invoice.

- Bax will use the title commitment report as supplied by the client for this property in establishing easements, encumbrances or other matters that may affect this property as listed in Schedule B – Section 2 of said commitment.

- Bax will certify to (owner, lender, buyer, etc.) using the Surveyors certification as adopted by the American Land Title Association (ALTA) and National Society of Professional Surveyors (NSPS) in 2021.

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- A drawing showing results of survey will be emailed to CLIENT and other involved parties (attorneys, Title Company, lender, etc.) in PDF format for review and comments. After all comments have been received final revisions will be made and sent to CLIENT to distribute to all parties.

Deliverables

- A drawing showing results of survey will be emailed to CLIENT and other involved parties (attorneys, Title Company, lender, etc.) in PDF format for review and comments. After all comments have been received final revisions will be made and sent to CLIENT to distribute to all parties.
- Signed and sealed legal descriptions as necessary for Area B and for proposed roadway Right of Way for Main Street extension limits.
- AutoCAD Civil 3D drawing of resulting final drawing.
- Timing for submittal of for legal descriptions and preliminary exhibit of Area B would be May 30, 2024
- ALTA/NSPS survey drawing to be finalized after title completion of title commitment. Final drawing to be submitted to all parties for review and comment prior to purchase closing.

Fees for preparation of the above-described ALTA/NSPS survey and land descriptions are estimated per the attached manhour estimate.

| MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215 | | | | | |
|---|---|---|---|---|---|
| 5/8/2024 | | | | | |
| City Centre-Main Street Ext - American Car Foundary_CMT | | | | | |
| ALTA survey<br>Area B and Area B New R/W | DEPT MANAGER | MO PLS | SURVEY TECH II | 2-MAN SURVEY CREW | |
| | | | | | |
| Imterior Party wall field locations | | | | 8 | |
| Field Survey | | | | 18 | |
| Drafting | | | 8 | | |
| Calculation and legal descriptions | | 14 | | | |
| | | | | | |
| QA-QC / Administrative | 2 | | | | |
| | | | | | |
| Total Task (hrs) | 2 | 14 | 8 | 26 | 0 |
| Hourly Rate | $ 182.00 | $ 162.00 | $ 134.00 | $ 275.00 | |
| Sub Total | $ 364.00 | $ 2,268.00 | $ 1,072.00 | $ 7,150.00 | $ - |
| **TOTAL MANHOUR FEE** | | | | | **$10,854.00** |

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# PROJECT AREA MAP



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## TABLE A

### OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

*NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.*

*If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):*

*1.* ✓ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*

*2.* ✓ *Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*

*3.* ✓ *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*

*4.* ✓ *Gross land area (and other areas if specified by the client).*

*5.* _____ *Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*

*6.* ✓ *(a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

_____ *(b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.*

*7.* ✓ *(a) Exterior dimensions of all buildings at ground level.*

*(b) Square footage of:*

_____ *(1) exterior footprint of all buildings at ground level.*

_____ *(2) other areas as specified by the client.*

_____ *(c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.*

*8.* ✓ *Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*

*9.* ✓ *Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures.*

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*Striping of clearly identifiable parking spaces on surface parking areas and lots.*

*10. ___✓___ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.*

*11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:*

*_____ (a) plans and/or reports provided by client (with reference as to the sources of information)*

*_____ (b) markings coordinated by the surveyor pursuant to a private utility locate request*

*Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*

*12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.*

*13. ___✓___ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."*

*14. _____ As specified by the client, distance to the nearest intersecting street.*

*15. _____ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*

*16. ___✓___ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*

*17. _____ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*

*18. _____ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*

*19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of $_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*

*20. _____ _____*

*Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.*

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# ATTACHMENT B
# MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
# ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 1

## FEE SUMMARY

| FIRM | | FEE | HOURS (1) | % OF TOTAL FEE |
|---|---|---|---|---|
| CMT | $ | 546,134.13 | 3546 | 59.38% |
| EDSI * | $ | 69,028.00 | 525 | 7.51% |
| SCI ENGINEERING | $ | 88,669.54 | 439 | 9.64% |
| SWT DESIGN | $ | 89,795.00 | 608 | 9.76% |
| TREKK DESIGN GROUP * | $ | 115,238.41 | 702 | 12.53% |
| BAX ENGINEERING | $ | 10,854.00 | 76 | 1.18% |
| **TOTAL** | **$** | **919,719.08** | **5896** | **100.00%** |

| | | |
|---|---|---|
| * DBE Estimated Participation = | 20.04% | percentage of fee |

**SPONSOR: City of St. Charles, Missouri**
**LOCATION: Main Street, St. Charles, MO**
**PROJECT: Frenchtown Great Streets: Main Street Extension – City Proj. No. 23ENGST3**

*THIS CONTRACT* is between *CITY OF ST. CHARLES*, Missouri, hereinafter referred to as the "Local Agency", and *CRAWFORD, MURPHY & TILLY, INC.,* hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Progam (TAP)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to install new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the ACF property. The project will also extend three cross streets from 2nd Street in order to reestablish the grid network and improve traffic flow. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**
**See Attachment A.**

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **12%** of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete **20.27%** of the total services to be performed under this Agreement, by dollar value. The final percentage will depend on the actual services rendered (it is currently an estimate) during the design phase. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS | TYPE OF DBE SERVICE | TOTAL $ VALUE OF THE DBE SUBCONTRACT | CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL | PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL |
|---|---|---|---|---|
| Engineering Design Source, Inc. (EDSI) 16141 Swingley Ridge Rd., Suite 300 Chesterfield, MO 63017 | Topographic and right-of-way surveys, plats and descriptions | $69,028.00 | $69,028.00 | 100.00% |

| | | | | |
|---|---|---|---|---|
| TREKK Design Group, LLC, 1411 E. 104th St, Kansas City, MO 64131 | Storm sewer design, green infrastructure | $115,238.41 | $115,238.41 | 100.00% |

**ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

**ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

**ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on ***August 29, 2025***

B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in

writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

**ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

**ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For Phase 1 design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **$39,090.55** with a ceiling established for said design services in the amount of **$735,546.46**, which amount shall not be exceeded.

For Phase 2 design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **$19,887.69** with a ceiling established for said design services in the amount of **$173,318.62**. For a total contract value of **$908,865.08**. Phase 2 design services will be authorized by a second notice to proceed letter.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **N/A**, with a ceiling established for said inspection services in the amount of **N/A**, which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at **170.43%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at **0.33%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

**ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

| Sub-Consultant Name | Address | Services |
|---|---|---|
| Engineering Design Source, Inc. (EDSI) | 16141 Swingley Ridge Rd.<br>Suite 300<br>Chesterfield, MO 63017 | Topographic and right-of-way surveys, plats and descriptions |
| SWT Design | 7722 Big Bend Blvd.<br>St. Louis, MO 63119 | Landscape, hardscape, community engagement, green infrastructure, LA design support |
| SCI Engineering, Inc. | 130 Point West Blvd.<br>St. Charles, MO 63301 | Geotechnical and soil investigations, cultural resources (architectural and archaeological) hazardous materials, Ground penetrating radar |
| TREKK Design Group, LLC | 1411 E. 104th St.<br>Kansas City, MO 64131 | Drainage, stormwater, green infrastructure |

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

**ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

**ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design

computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

**ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

    1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

    2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

    3. Any material contract breach by the Local Agency.

**ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**
The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

**ARTICLE XV - SUCCESSORS AND ASSIGNS**
The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

**ARTICLE XVI - COMPLIANCE WITH LAWS**
The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

**ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**
The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

**ARTICLE XVIII - NONDISCRIMINATION**
The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

**ARTICLE XIX – LOBBY CERTIFICATION**
CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

**ARTICLE XX – INSURANCE**
A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer

from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

**ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service
Attachment B - Estimate of Cost
Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.
Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
Attachment E – DBE Contract Provisions
Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

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Executed by the Engineer this 5th day of October, 2023.

Executed by the City this 19TH day of OCTOBER, 2023.

**FOR: CITY OF ST. CHARLES , MISSOURI**

BY: DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... 10/19/2023 DS

Daniel J. Borgmeyer, Mayor

ATTEST: DocuSigned by: Emily B. Galantowicz 2AAED7B1851D472... 10/19/2023

City Clerk Emily B. Galantowicz

**FOR: CRAWFORD, MURPHY, & TILLY, INC.**

BY: Kevin Fuller Vice President

Kevin Fuller Title

ATTEST: R. Jay Rakers

R. Jay Rakers

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 10/9/2023

Jennifer O'Connor Director of Finance

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**ATTACHMENT A**

**City of Saint Charles – Department of Engineering**
**Main Street Extension – 23ENGST3**

**SCOPE OF SERVICES**

## GENERAL

CMT's current understanding of the project forms the basis for the proposed scope of services (as described in this Attachment A) and associated compensation (as described in Attachment B).

The Project Charter, located at the end of Attachment A, describes the project's general description and guidelines to follow.

## PROJECT SCOPE

The scope of services associated with the project includes the following:

### TASK 1 CMT PROJECT ADMINISTRATION

1. Quality assurance plan
2. Progress reports and invoicing
3. City coordination
4. Subconsultant coordination
5. Agency and development coordination
6. Core team meetings
7. Design team meetings
8. Correspondence

### TASK 2 CMT DATA COLLECTION

1. Review available data
2. Project site visits
3. Development plans review

### TASK 3 CMT CONCEPT DESIGN

1. Concept design workshop (prep and attend)
2. Design two concept alternatives
3. Concept typical section and plan exhibits
4. Concept estimates and summaries
5. Complete preferred concept
6. Design criteria memorandum

### TASK 4 CMT PRELIMINARY DESIGN

Preliminary plans shall include property lines and ownership, critical design items, pavement design recommendations, typical sections, roadway and intersection geometrics, sidewalk/ADA plan, driveway design, pavement marking plan, access management plan, roadside design elements, working cross sections, drainage design, building downspout considerations/details, green infrastructure layout, landscape and furnishing layout, lighting layout, signing layout, required structural details (retaining wall modifications is assumed), utility relocations, traffic control narrative, removal of improvement callouts, right-of-way acquisitions, construction cost estimates, and the required environmental work to submit a preliminary RER.

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The CONSULTANT shall prepare:

1. Preliminary design
2. Preliminary plan sheets
3. Preliminary cost estimate (construction and utility)
4. QAQC
5. Prepare/submit preliminary plan package
6. Preliminary field check and meeting
7. Address preliminary comments

## TASK 5 CMT RIGHT OF WAY DESIGN

Right of way plans will update the preliminary design and will provide confidence so that the necessary plats and legal descriptions needed for right of way acquisition are accurately depicted, along with showcasing removals, driveway slopes and any other impacts to the current property owners. Tasks include:

1. Update/refine design for right of way acquisition confidence
2. Incorporate anticipated utility plans of adjustment
3. Finalize right of way and easement lines
4. Right of way plan sheets
5. Right of way cost estimate (construction and utility)
6. QAQC
7. Prepare/submit right of way plan package
8. Address right of way comments
9. Coordinate plats and descriptions with EDSI
10. Revise right of way plans due to negotiations
11. Attend four meetings with property owners

Task 5 is part of Phase 2 design services.

## TASK 6 CMT FINAL DESIGN

1. Final design
2. Final plan sheets
3. Final cost estimate (construction and utility)
4. Job special provisions and supporting PS&E data
5. QAQC
6. Prepare/submit final plan package (95% level)
7. Final field check and meeting
8. Address final plan comments
9. Prepare/submit sealed final plan package (100% level)

Task 6 is part of Phase 2 design services.

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## TASK 7 CMT COMMUNITY RELATIONS

Community relations task will ensure support for the project builds throughout the entire design and through construction. This task builds largely on previous planning work done but will be uniquely identified as the implementation phase. The community relations task will focus on community vision while placing importance on operations and maintenance needs of the final design. Tasks include:

1. Project administration –
    a. Project Brand - CMT will develop a project brand that is consistent with the Great Streets programming previously done during the planning phase. Digital versions of the project logo will be provided to City staff to use on the city project website.
    b. Public Involvement Plan – CMT will collaborate with the core team on the final agreed upon public involvement plan which will include a full calendar of key engagement milestones.

2. Advisory Group Meetings
    a. Technical Advisory Team – CMT will host 3 technical advisory team meetings with a group of key stakeholders identified with the core team and outlined in the public engagement plan. The role of this group is to serve as a review panel of design options prior to sharing with the implementation team or the general public. CMT is responsible for identifying meeting space, sending invites, monitoring responses, and compiling meeting notes.
    b. Frenchtown Implementation Team – CMT will host 3 implementation team meetings with a group of key community residents identified with the core team and outlined in the public engagement plan. The role of this group is to serve as a review panel for community vision throughout the design process. CMT is responsible for identifying meeting space, sending invites, monitoring responses, and compiling meeting notes.

3. Frenchtown Design Week – Working within the project brand, CMT will identify a week in the fall as Frenchtown Design Week. Key project meetings will be held during this week, and City staff will be able to use an engagement toolkit to further reach the community about the project. Frenchtown Design Week tasks include:
    a. Community Audits – CMT will host 2 community walk shops (2-hour duration) for community members to walk the site as currently, and vision for final design options. CMT will prepare key talking points and visioning exercises to be delivered to the City so that City staff can complete additional walk shops if necessary.
    b. Engagement Toolkits – CMT will develop an engagement toolkit that can be used by City staff to reach a wider audience of the community. All materials will be delivered in PDF format to the City. Elements of the engagement toolkit include:
        i. Informational project flyer (FAQs)
        ii. Project coloring sheet (geared toward younger kids for youth outreach)
        iii. Community Audit walking tour
    c. Community Survey – CMT will develop a survey to be hosted in an online format. A QR code will be generated to drive traffic to the survey and placed on project flyers and information sheets. CMT will print a small number of hard copy flyers to be placed at key community centers where individuals can fill out the survey in

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person. CMT is responsible for compiling survey input and delivering a memo to the City on community feedback.

d. Pop-up Demonstration – CMT will host 1 pop-up demonstration highlighting key design features. The pop-up demonstration will include the use of tactical materials (cone, pavement tape, etc.) to showcase potential design features to be included in the final project.

4. Stakeholder & Focus Group Meetings (during Frenchtown Design Week) – CMT will host up to 4 focus group meetings centered around key themes or needs of the project. Focus group topics and attendees will be finalized with the core team and included in the public engagement plan. These meetings will take place during one day of Frenchtown Design Week and CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

5. Concept & Visioning Workshop (during Frenchtown Design Week) – CMT will host 1 visioning workshop (2.5-hour duration) to solicit input from the public prior to preliminary plans. The workshop will be an open house format with exhibit boards for feedback and the opportunity to talk to project staff. CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

6. Preliminary Plans Open House - CMT will host one preliminary plan open house (2.5-hour duration) to share preliminary plans with the public and allow the opportunity to meet with the project team. CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

## TASK 8 CMT ENVIRONMENTAL WORK

This scope of services assumes the coordination of a Programmatic Categorical Exclusion following the National Environmental Policy Act of 1969 (NEPA) using MoDOT's Request for Environmental Review (RER). We assume less than 5 acres of right of way will be necessary and no other thresholds will be exceeded requiring a higher-level environmental clearance. Should it be determined that a higher level of documentation is required for NEPA clearance, a supplemental scope and cost will be prepared/negotiated. All work shall conform to Federal Highway Administration (FHWA) Regulation 23 CFR 771, procedures outlined in the FHWA Technical Advisory T6640.8A, or any more current FHWA regulations and guidance, and MoDOT policies, protocols, and procedures.

CMT's consultant team will conduct secondary source evaluations for water resources, endangered species, floodplains, hazardous materials, social and economic impacts. No wetlands are expected to be present and no field studies for wetlands are proposed.

Section 4(f) and Section 6(f) impacts will be evaluated. No full Section 4(f) or Section 6(f) coordination and analysis is anticipated or included.

Identification of Federal and/or State listed threatened and endangered species and designated areas of critical habitat for those species within the project area based on information provided by the Missouri Department of Conservation and the U.S. Fish and Wildlife Service. A field

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evaluation of potential suitable habitat will occur if necessary. Findings will be documented in a technical memo and provided to MoDOT for coordination as needed.

A review of potential hazardous material sites using Missouri E-Start will be completed. If any Phase I Environmental Site Assessments (ESA) or Phase II ESAs are needed, they will be completed by SCI. SCI will also conduct the cultural resource studies for the project.

CMT-led scope items:

1. Request for Environmental Review (RER) – Concept thru Final
2. Cultural Resources Coordination
3. HazMat Assessment and Coordination of any ESAs
4. Threatened and Endangered Species Evaluation
5. Meetings and Coordination with MoDOT

Note, since federal funding has not been secured for this project, it is anticipated that the MoDOT RER process may be able to be modified to receive the necessary environmental approvals. For the sake of this contract, it is estimated however that MoDOT will be involved.

## TASK 9 CMT UTILITY COORDINATION

1. Conduct records research of existing utility in both project limits (public and private) including utility contacts for each company.
2. Work with SUE Provider to develop scope/services. Coordinate all SUE work with SUE Provider in field and review SUE level B deliverable and show on plan sheets.
3. Coordinate One Call locates in field with surveyor and work with surveyor to topo utility markings for Main Street and the side streets defined in the Project Charter.
4. Confirm utility topo is shown completely and accurately on design plans including correct line styles and utility notations, including sending to each utility to confirm facilities are shown completely.
5. Develop pothole plans and coordinate with SUE Provider. Coordinate with Surveyor to pick up pothole location depths.
6. Develop a duct bank plan with Ameren- work with Ameren to develop a "one line" drawing and determine where above ground equipment will be generally located.
7. Convert Ameren's relocation plans to be placed on design plans and determine bid items for contract.
8. Do all investigative work for impacted secondary services. Obtain property owner information and power needs. After Ameren OH to UG design is roughed out, work with communication providers to develop a relocation plan. Discuss with property owners method to get the secondary work redone for OH to UG meter socket (City's contractor or their own electrical contractor) work with R/W department for coordination for easements and possible electric that property owner's electrical contractor will perform.
9. Utility coordination meetings with utilities & prepare minutes.
10. Send plans to utilities to develop relocation plans for conflicts with design plans.

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11. Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans (plans sheets, cross sections, culvert sections).
12. Determine which non-electric utility impacts are reimbursable to the CITY that are going from OH to UG.
13. After reimbursable utility impacts are determined, obtain cost estimates and plan of adjustments for reimbursable utilities with each utility. Provide cost/plan of adjustment to City to prepare agreements.
14. Prepare special utility sheets as necessary (including utility profile and exhibits).
15. Maintain utility coordination log report.
16. Prepare and include Utility Job Special Provisions in contract.
17. Prepare and submit Utility Status Letter.
18. Coordinate early utility relocations that occur before the road contractor's NTP.
19. Attend preconstruction meeting to discuss status of all utility relocation work.

## TASK 10 CMT WATER AND SEWER

Plans and specifications detailing the relocation of the existing water and sewer facilities along the Main Street Extension will be prepared by CMT. The extent of relocation will be determined as the design develops. Tasks include:

1. Initial site visit
2. Reviewing existing information
3. Preliminary design of relocation, including plans, specifications, and cost estimate
4. Final design of relocation, including plans, specifications, and cost estimate
5. Permitting with Missouri Department of Natural Resources
6. Coordination with Roadway Design

## TASK 11 CMT BIDDING & CONSTRUCTION

1. Attend prebid and preconstruction conferences
2. Answer questions during bidding phase
3. Answer questions during construction phase
4. Shop drawing approvals

## TASK 12 EDSI

### 12.1 DATA COLLECTION & REVIEW

- Obtain and review record plans / as-built drawings provided by the City
- Obtain and review County GIS data
- Obtain and review property record documents from St Charles County
- Obtain and incorporate available City of St Charles sanitary and storm sewer information.

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## 12.2 PROJECT CONTROL (BY EDSI)

- 3-point ties will be prepared for the control and included in the construction plans
- The horizontal datum for this project will be a Modified State Plane Coordinate System 1983, as determined by using Real Time Kinematic (RTK) survey methods.
- The vertical datum for this project will be the NAVD88 Datum. Elevations will be established with the use of redundant GPS observations only.

## 12.3 UTILITY SURVEY (BY EDSI)

- Submit utility locate requests through the Missouri One Call system.
- Facilities maps will be obtained.
- Survey locations of marked lines and surface utility features will be surveyed.
- Review existing utility maps and incorporate record facility data with surveyed locations.

## 12.4 TOPOGRAPHIC SURVEYS (BY EDSI)

CONSULTANT shall obtain topographic survey information required for the preparation of the Conceptual Report and Preliminary Plans including:

- Complete topographic surveys along Main Street from Clark St to Montgomery St. Approximately 2200 lf with a corridor width that varies – with the footprint generally ending at existing building lines.
- Topographic surveys needed could consist of all pertinent topographic features needed coverage area including, but not limited to:
    a. existing drainage and sanitary structures (pipes, types, flowlines, sizes)
    b. all identifiable utility locations and equipment
    c. individual trees over 3 inches in diameter
    d. pertinent building features
    e. pertinent parking lot features
    f. driveway joints, pavement types and profiles
    g. existing signal equipment surveys
    h. drainage swales
    i. drainage / sanitary structure identification
    j. sign posts, size, identification and photo log
    k. pavement marking
    l. lighting
- As-needed pick-up surveys up to 2 days.
- Generate ORD compatible surface.

## 12.5 RIGHT OF WAY SURVEYS (BY EDSI)

CONSULTANT shall perform right-of-way surveys necessary for the preparation of the Conceptual Report and Preliminary Plans including:

- Build research list for corridor.
- Draw record information and as-built data.

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- Locate existing monumentation throughout the corridor.
- Establish existing right of way, property lines and pertinent section lines for the entire project limits.
- Clearly identify linework in drawing with text (i.e. property lines (PL), section lines, quarter-quarter section lines, existing right-of-way, existing easements, etc.
- Research approximately 2 parcels. Each of these properties within the project limits shall include property owner name, assessor's map number, last deed book and page, and existing size of parcel in square feet.
- All property lines shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) shown and the parcel closed within acceptable tolerances governed by the State of Missouri.
- Incorporate all easements and identified information from the last deed of records into the existing right-of-way drawing.
- Identify at the earliest opportunity the title reports that should be ordered. This will be coordinated during the preliminary design phase of the project.
- Order title reports for 2 parcels. Review and incorporate easements from title reports.
- Establish land corner ties.
- Prepare up to 2 easement acquisition documents.

**EXCLUSIONS TO TASK 12 SCOPE OF SERVICES INCLUDE:**

1. Subsurface utility locations
2. Right-of-way plans
3. As-Built surveys
4. Location surveys

**TASK 13 SCI ENGINEERING**

See SCI's scope of services

**TASK 14 SWT DESIGN**

SWT Design will provide planning, urban design and landscape architecture services focused on the public realm and overall corridor aesthetics. We will support CMT and other teaming consultants with all planning and facilitation of public engagement. Throughout the duration of the project, we will assist CMT in the definition, refinement and measuring of potential performance benefits and project outcomes.

*14.1 Project Start Up:*

- Finalize scope of work, project limits, program, schedule and deliverables. Confirm goals and desired outcomes (performance metrics) of the project. Confirm construction budget.
- Meetings:

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- One (1) Kick-Off Meeting with the Client and Project Steering Committee to confirm project goals, schedule and deliverables.
- One (1) Site Walk with project Team

*14.2 Public Outreach:*

- Support the development of a Public Involvement Plan to outline the communication strategies, tasks and engagement schedule with City of St. Charles, Great Rivers Greenway for the project. Include a list of community events, matrix of stakeholders, and identified communication tools (and associated expenses) for outreach.
- Work with project team and client group to develop a contact list of key stakeholders and community members crucial to the Public Involvement Plan.
- Establish project working committees (Technical Advisory Committee, Community Advisory Committee, and Project Steering/Stakeholder Committee), etc.
- Plan, attend, and assist in facilitation of community engagement activities (general public, large groups, focus groups, one-on-one, presentations to community organizations, pop-up/tactical urbanism). Scope includes up to three (3) steering committee meetings and two (2) community outreach events.
- Develop narrative and graphics to support project website (website created and managed by others)
- Meetings:
  - Two (2) Stakeholder meetings with local municipalities
  - Two (2) Community outreach events

*14.3 Preliminary Design*

*Corridor Survey & Data Collection:*

- Assist in determining the limits of the survey and level of detail (existing trees, stormwater infrastructure, etc.)
- Review of street corridor topography and utility survey provided by others
- Review of provided electronic survey drawing for completeness.
- Review Parking Study developed by others.
- Review of 2020 Great Streetscape documents.

*Preliminary Landscape Design:*

- Participate in internal design team planning workshops to discuss preliminary concepts, possible cross-sections, differentiate segments, impacts of long-term transit planning, current City Street Department standards, and preliminary stormwater volume calculations, environmental infrastructure, pedestrian, bicycle and greenway connections, public transit, etc.
- Develop preliminary engineering/schematic design details for the corridor. SWT will provide significant support to ensure consistent character, materials, brand/identity, planting design, art and amenities, overall maintenance and operations, and community linkages are considered. SWT will lead the design of the following, but not limited to:
  - Trail Design Support
  - Bus / Trolley station study
  - Gateways and Wayfinding key placement assistance
  - Public Art
  - Site Furnishings

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  - Lighting concepts (fixture selection)
  - Planting Design
  - Hardscape Materials
  - Stormwater Management and Open Space Strategies
- SWT will assist the design team with evaluating schematic design solutions based on project-identified performance metrics.
- SWT will produce preliminary plans, specifications.
- SWT will assist CMT to develop magnitude-of-cost-opinion as itemized above.
- SWT will develop graphic support (High Resolution Renderings) to communicate project research, analysis/findings, and design details to the Client, Stakeholders and Community. Scope includes up to two (2) perspective renderings.
- SWT will assist CMT in the development of all public communications (message and graphics).
- Incorporate the Client's review and approval processes into the overall project and communications schedule.
- Meetings:
  - One (1) Planning workshops

*14.4 Final Design and Technical Support:*

- SWT will prepare final landscape design documentation.
- SWT will provide technical support in the selection of specific construction materials, fixtures, colors, finishes, etc.
- SWT will provide design details / typical sections and provide cost opinions for specialty hardscape materials and all vegetated areas.
- SWT will support the civil engineers in the design of environmental infrastructure and stormwater management best practices.
- SWT will provide final landscape plans and documentation for Client submittal.
- SWT to revise landscape plans per response comments one time.
- SWT will provide final design plans and documents for MoDot submittal,
- SWT to revise landscape plans per MoDot responses one time.
- SWT will provide final design plans and documents and specifications and assist in updating project cost opinions.
- SWT will review consultant team utility drawings and assist with coordinating lighting layout with other project elements.
- SWT to update the graphic rendering to reflect final plans.
- SWT will assist the project team and client during the bidding process.

*Work Not Included for Task 14:*

- Multiple landscape drawing / documents updates from agencies beyond initial comments
- Construction Administration
- Community Surveys
- Engineering services
- Public meetings other than those included in scope
- Graphics/Renderings other than those included in scope
- City Council meetings/presentations
- Soils/Geotechnical investigation

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- Architecture/Structural engineering
- Topographic / Boundary Survey & Utility Investigation
- Photometric Study
- As-Built Documentation
- Participation / Presentation at Zoning, Commission, Board or Committee Meetings

**TASK 15 TREKK DESIGN GROUP**

See TREKK's scope of services

**OTHER ITEMS OF NOTE**

**TO BE COMPLETED OR FURNISHED BY THE CITY (Not all-inclusive)**

A. As-built electronic files (as available)
B. Previous project information
C. GIS information
D. Developer plans
E. Stakeholder lists, Assistance with Property Owner contact information
F. Agency review lists
G. Traffic and parking studies
H. Public Open House venue
I. Right of Way Appraisals, Acquisition, Negotiation
J. Front end documents for Project Specifications Book
K. Timely plan review comments and approvals

**NOT INCLUDED IN THIS CONTRACT (Not all-inclusive)**

A. Any re-work associated with designs, permitting and general tasks associated with converting the project to a federally funded project.
B. Aerial photography
C. Pavement repair identification (mill and overlay only is assumed)
D. Noise studies
E. Pavement design due to poor soils
F. Traffic engineering, signal and ITS design
G. Parking study
H. Public hearing
I. Grant applications
J. Lane additions and subtractions
K. Municipal agreements with cities and counties
L. Photometrics
M. Water main design
N. Sanitary sewer design
O. Bus shelter design
P. Building design and architecture
Q. Bridge design
R. New cast-in-place retaining wall design
S. New small block retaining wall design
T. Special structures

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U. Procurement of last deed of records
V. Construction phase services (Inspection and material testing)
W. Utility coordination during construction
X. Right of Way appraisal, acquisition and relocation services.
Y. Alta Surveys
Z. Errors or omissions in any ongoing development and site designs along Main Street.

In addition, refer to each task in Attachment A for certain exclusions not stated here.

**CLARIFICATIONS AND ASSUMPTIONS (not all-inclusive)**

For the purposes of establishing an overall project fee estimate, the following assumptions and clarifications have been made:

A. The contract schedule shown in the Project Charter depends on the collective team of agencies, stakeholders and reviewers working together with Crawford, Murphy & Tilly.
B. It is assumed that the City will have access rights to allow site surveys, geotechnical investigations, environmental assessments, and other due diligence services in a timely manner such that these authorizations will not impede the project schedule.
C. It is assumed that items to be furnished by the City will be submitted in a timely manner throughout the duration of the project.
D. CMT will review work by others, including currently active developments and site designs. However, CMT assumes no responsibility for verification of the accuracy or completeness of work furnished to CMT by the City or the City's consultant(s), and furthermore assumes no liability for errors or omissions of work by others.
E. It is assumed that the City will pay for all permit application fees.
F. It is assumed there is no soil or groundwater contamination within the project limits that requires CMT to mitigate.

**END OF DOCUMENT**

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# Engineering Department
# Project Charter

**Project Name:** Frenchtown Great Streets: N. 2nd St Improvements & Main St. Extension

**Project Number:** 23ENGST2 & 23ENGST3

**Account Number:** 412-502-502-873-XXX, 410, 420

## Prepared By

| Document Owner(s) | Project/Organization Role |
|---|---|
| Jonathan Silver | PM |

## Project Charter/PMP Version Control

| Version | Date | Author | Change Description |
|---|---|---|---|
| Charter V1 | 3/7/23 | Jonathan Silver | • Charter creation |
| Charter V2 | 7/7/23 | Jonathan Silver | • Added conceptual plans and review to the schedule<br>• Added to Issue List |

## Online Project Plan

| Status | Date | Author | Details |
|---|---|---|---|
| Planning | 3/7/23 | Jonathan Silver | • Project setup on PM.com |

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# 1 PROJECT CHARTER/PMP PURPOSE

The project charter defines the vision, goals, scope, objectives, constraints, and overall approach for the work to be completed as part of this project. It is a critical element for initiating, planning, executing, controlling, and assessing the project. In addition, it serves as an agreement between the Project Team stating what will be delivered according to the budget, time constraints, risks, resources, and standards agreed upon for the project.

# 2 PROJECT PURPOSE AND OVERVIEW

In 2020. East-West Gateway completed the Frenchtown Great Streets plan that provided a comprehensive implementation guide for future improvements. This project consists of implementing two of the improvements. The first being the North Second Street Improvements and the second being the Main Street Extension.

The first project, North Second Street Improvements (Clark St to Bayard St.), will include a mill and fill of the pavement, permeable paver parking lanes, curb bulb outs, and ADA sidewalk with brick trim. The project will also include new street and pedestrian lighting, rain gardens at bulb outs, and new bus/trolley shelter, benches, trash receptacles, and bike racks. An extension of the Boschert Greenway Trail will be constructed to connect to the Katy Trail.

The second project, Main Street Extension, will in include new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the ACF property. The project will also extend three cross streets from Second St in order to reestablish the grid network and improve traffic flow.

# 3 PROJECT TEAM

| Project Team Role | Project Team Member(s) | Contact Information |
|---|---|---|
| Project Manager | Jonathan Silver | 636-949-3241<br>jonathan.silver@stcharlescitymo.gov |
| Director of Engineering | Daniel Mann | 636-949.3237<br>daniel.mann@stcharlescitymo.gov |
| Assistant City Engineer, Design | Jim Gilliam | 636-949-3243<br>James.gilliam@stcharlescitymo.gov |
| Assistant City Engineer, Construction | Jim Gremaud | 636-949-3240<br>james.gremaud@stcharlescitymo.gov |
| Right-of-Way Specialist | Christine Douglas | 636-949-3245<br>christine.douglas@stcharlescitymo.gov |
| Director of Public Works | Nick Galla | 636-255-6135<br>nicholas.galla@stcharlescitymo.gov |
| Public Works Superintendent | Daryl Hampel | 636-949-3363<br>daryl.hampel@stcharlescitymo.gov |

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| | | |
|---|---|---|
| Utilities Superintendent | John Phillips | 636-255-6121<br>john.phillips@stcharlescitymo.gov |
| Sewer Maintenance Supervisor | Erin Ruppert | 636-949-3235<br>erin.ruppert@stcharlescitymo.gov |
| City Construction Inspector | TBD | TBD |
| Design Consultant | TBD | TBD |
| St. Charles County | Amanda Brauer | 636-949-7490 |
| MoDOT | TBD | TBD |

## 3.1 [PMP – Organizational Chart]

Attach Org. Chart Exhibit

## 3.2 [PMP – Communications Plan]

Add document online

# 4 PROJECT SCOPE STATEMENT

## 4.1 Goals and Objectives

**Main Street Extension**

| Goals | Objectives |
|---|---|
| Construct new roadways, Reestablish the grid network. | • Extend Main St. through ACF Property<br>• Extend three cross streets from Second St. (Morgan St., Franklin St., and Lewis St.)<br>• Add curb and gutter<br>• Add on-street parking and medians<br>• Add storm sewers and inlets |
| Improve pedestrian facilities | • Add 5’ sidewalks to both sides<br>• Add 2’ wide paver/green space buffer<br>• Add ADA compliant crosswalks and ramps |
| Lighting, Landscaping | • New street and pedestrian lighting<br>• New benches, trash receptacles, and bike racks<br>• Add landscaping throughout |
| Frenchtown Great Streets Plan | • Incorporate features from the 2020 Great Streets plan into the project. |

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**N. Second Street Improvements**

| Goals | Objectives |
|---|---|
| Mill & Overlay roadway, reconstruct curbs, permeable paver parking lanes | • Provide a 2" mill & overlay<br>• Replace curb<br>• Relocate curb/grate inlets to accommodate bulb-outs<br>• Construct permeable paver parking lanes on both sides |
| Improve pedestrian facilities | • New 6'-10' wide ADA sidewalks on both sides<br>• 10' shared use path to connect Boschert Trail to the Katy Trail.<br>• Add shared lane bicycle markings<br>• Add ADA curb ramps, crosswalks<br>• Add bus/trolley station near Frenchtown Park |
| Lighting, Landscaping and other utilities | • Add new street and pedestrian lighting<br>• Construct rain gardens and plantings to be incorporated into bulb outs and other areas where curbs are extended<br>• Underground Ameren, Everstream, and Spectrum lines<br>• New benches, trash receptacles, and bike racks. |
| Frenchtown Great Streets Plan | • Incorporate features from the 2020 Great Streets plan into the project. |

## 4.2 Statements of Work (SOW)

[Design Consultant work shall include Utility Coordination and Approvals with Private Companies and City Water & Sewer Divisions]

| SOW | Owner/Prime | Due Date/Sequence |
|---|---|---|
| Consultant Solicitation | City | 5/24/23 |
| Select Consultant | City | 7/21/23 |
| Consultant Contract Review | MoDOT | 8/15/23 |
| Design Notice To Proceed | Design | 9/15/23 |
| Field Survey and Submittal | Consultant | 12/31/23 |
| Utility Coordination Meeting 1 | Consultant | 12/20/23 |
| Environmental & Permitting | Consultant | 4/24/24 |
| Cultural Survey | Consultant | 4/24/24 |
| Conceptual Plan | Consultant | 1/15/24 |
| Conceptual Review | City | 1/30/24 |
| Preliminary Plan | Consultant | 4/15/24 |
| Preliminary Plan Approval | City/MoDOT/County | 5/15/24 |

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| | | |
|---|---|---|
| Prelim. Utility Relocation Plan | Consultant | 5/25/24 |
| Right of Way Plan | Consultant | 7/1/24 |
| Right of Way Plan Approval | City/MoDOT | 8/1/24 |
| Right of Way Acquisition | City | 3/10/25 |
| Pre-Final PS&E Submittal | Consultant | 7/15/25 |
| Pre-Final PS&E Approval | City | 8/4/25 |
| Final PS&E | Consultant | 9/15/25 |
| Final PS&E Approval | City/MoDOT/County | 9/22/25 |
| Bid | City | 12/16/25 |
| Construction | City | 1/1/26 |
| Final Close Out | City | 1/13/27 |

## 4.3 Milestones and Deliverables

| Milestone | Deliverable |
|---|---|
| 1. STP Agreement | • Executed STP Agreement |
| 2. Consultant Contract | • Executed Contract<br>• Updated Project Charter<br>• Design Standards |
| 3. Survey | • Utility Investigation and Locates<br>• Title Reports<br>• ROW |
| 4. Conceptual Plan | • Conceptual Plans and Alternatives Analysis |
| 5. Preliminary PS&E Submittal | • Preliminary Plans (with Landscape Plans)<br>• Utility Log |
| 6. Preliminary Approval | • MoDOT and City Preliminary Plan Approval |
| 7. Utility Relocation Plan | • Utility Relocation Plan Approval |
| 8. Right of Way Plan Submittal | • Right of Way Plans<br>• Sealed Right of Way and Parcel (R/W, permanent and temporary easements) legal descriptions and exhibits.<br>• A Date Request |
| 9. Right of Way Acquisition | • Right of Way Clearance |
| 10. Environmental & Permitting | • RER – Section 106, 404/401, Endangered Species, land disturbance, floodplain permit, and cultural survey submitted and approved |
| 11. Final PS&E Submittal | • Final PS&E<br>• Updated Utility Log |
| 12. Final PS&E Approval | • MoDOT and City Approval of Final PS&E |
| 13. Utility Clearance | • [Utility Agreements, No Conflict Letters, Utility Relocation Plans, Costs and Schedule, Approvals from City Water & Sewer Divisions] |

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| | |
|---|---|
| 14. Bid | • Sealed Bids from Contractors |
| 15. Begin Construction | • Executed Construction Contracts |
| 16. Final Acceptance | • Lien Waivers, Final Invoice |
| 17. Final Project Approval | • Final Reimbursement Check |

## 4.4 Out of Scope

None

## 4.5 Project Funding

| Source | FY 2023 | FY 2024 | FY2026 | Confidence Level |
|---|---|---|---|---|
| City | $ 324,000 | $ 1,812,000 | $ 204,000 | High |
| Federal TAP – 2nd | $ 480,000 | $ 240,000 | $ 4,080,000 | High |
| CRB – N 2nd | $ 96,000 | $ 48,000 | $ 816,000 | High |
| CRB – Main St | $ 300,000 | | | High |

Fiscal Year = Federal

The City is currently waiting to hear the results from the 2023 Federal STP and CRB applications. The City anticipates receiving another $6.4 million in funding for the construction of the Main Street Extension.

## 4.6 [PMP – Work Breakdown Structure]

Specified online.
Attach Executed Contracts

## 4.7 [PMP – Time Management Plan]

Managed online. Schedule shall be updated as frequently as weekly.

## 4.8 [PMP – Cost Management Plan]

Cost estimates shall be stored online and provided at completion of the following tasks:

- Concept Plan
- Preliminary Plan
- Utility Relocation Plan
- Right of Way Plan
- Final PS&E

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### 4.9 [PMP – Change Management Plan]

Managed online.

## 5 PROJECT CONDITIONS

If an online project plan has already been created, issues and risks can be entered online with a printed summary attached to the project charter/PMP.

### 5.1 Issues List

| # | Description | Impact* | Priority* | Owner | Proposed Resolution |
|---|---|---|---|---|---|
| 1 | Review impact of rain gardens & pervious pavers with adjacent buildings & basements | Medium | Medium | City/Consultant | Verify no issues with BMP and leaking into basements of adjacent buildings |
| 2 | Verify location of adjacent buildings basements in relation to sidewalk | Medium | Medium | City Consultant | Account for any basements that may be under the existing sidewalks. ACF property is an example of this |
| 3 | Grade differences in ACF Property | High | High | City/Consultant | |

### 5.2 Risk Register

| # | Description | Impact* | Likelihood* | Owner | Proposed Mitigation |
|---|---|---|---|---|---|
| 1 | Right of Way and easements | High | High | City/Consultant | Work to minimize costs by explaining the project benefit to the surrounding properties. |
| 2 | Utility Relocations | High | High | City/Consultant /Utility Companies | Have accurate costs for relocations and utility companies on board |

***Risk and Issue Criteria:**

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| Description | Impact | Priority | Likelihood |
|---|---|---|---|
| High | occurrence will have a substantial impact on the progress or result of the project | requires immediate follow-up and resolution | very likely to occur |
| Medium | occurrence will have an impact on the progress or result of the project, but within reasonable tolerances | requires follow-up before completion of next project milestone | may occur |
| Low | occurrence will have only minor impacts on the progress or result of the project | requires resolution prior to project completion | probably will not occur |

## 5.3 Stakeholder Input Summary

| Name | Organization | Role | Interests |
|---|---|---|---|
| City Council Members | City | Represent the citizens of the City | Completing a project on schedule, within budget, and meets the needs of the community |
| Historic Frenchtown Association | Community | Represents the Frenchtown District | To build and sustain community through supporting neighbors and promoting local businesses. |
| Property Owners | Owners of property adjacent to project | ROW and easements will need to be acquired from these stakeholders | • Receiving fair compensation for any ROW or easement needed on their property.<br>• Appearance of project / property at completion.<br>• Maintaining access to their property. |
| MoDOT | MoDOT | Represents citizens of the state | • Utilization of Federal Funds<br>• Project completed to Federal standards |

## 5.4 [PMP – Issue and Risk Management Plan]

Managed online

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# 6 PROJECT STANDARDS

## 6.1 Standards

- City of St. Charles (Design codes and plan checklist)
- St. Louis County Highways and Traffic
    i. Standard Drawings
    ii. Design Criteria Manual
    iii. Standard Specifications for Highway Construction
- Americans with Disabilities Act Accessibility Guidelines
- Manual of Uniform Traffic Control Devices (MUTCD)
- Missouri Department of Transportation (MoDOT)
    i. MoDOT LPA Manual

## 6.2 Permits/Outside Approvals

- DNR Land Disturbance Permit
- City of St. Charles Floodplain Permit
- MoDOT LPA Approval
- St. Charles County Approval

## 6.3 Utility Coordination

- **Utility Coordination Log** – Design Consultant to contact and coordinate with private utility companies and City Water & Sewer Divisions throughout design and document all communication and meetings on the City Standard Utility Coordination Log
- **Contact Information** – provided by City, verified by Design Consultant
- **Survey Location Verification** – Design Consultant to verify surveyed utility locations with private utility companies records and City records including GIS data and As-built plans, resolve any discrepancies and submit revised Survey Plans to City
- **Preliminary Plan of Adjustment** – Design Consultant to identify utility conflicts during preliminary design and develop possible resolutions with private utility companies and City Water & Sewer Divisions, identify right of way and utility easement requirements
- **Relocation Plan and Approval** – Obtain relocation plans from private utility companies, show utility relocations by others on the plans, and design City water and sewer relocations with City Water & Sewer Divisions approval
- **Utility Agreements** – the City will reimburse private utility companies for relocating utilities within easements or undergrounding of existing aerial utilities, Design Consultant shall coordinate with City and private utility companies to obtain Utility Agreements with exhibits for relocations plans, estimate of City costs, schedule for relocation work, and acquired utility easements. Utility Agreements require 2 City Council meetings for approval. If no City costs are expected, then Design Consultant shall obtain a No Utility Conflicts Letter or a Memorandum of Understanding Letter from private utility companies.
- **Job Special Provision for Existing Utilities** – Design Consultant to provide a specification for Existing Utilities with utility contact information, known utility conflicts, detailed description of relocation plan, and pothole information or instructions for Contractor

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- **Utility Clearance –** Design Consultant to package and submit completed utility coordination log, utility agreements with relocation plans and cost estimates, no conflict letters, recorded utility easements for City Approval of Utility Clearance prior to Advertisement of Bid

## 6.4 Notes

- Consultant will submit a set of plans and bid documents for each project.
- Consultant hours should be tracked and submitted by project

# 7 APPROVALS

**Prepared by** _____
Project Manager

**Approved by** _____
Consultant

_____
Assistant City Engineer

_____
Director of Engineering

_____
[Other/Stakeholder]

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# 8 APPENDICES

## 8.1 Project Map

## 8.2 Project Organization Chart

## 8.3 Project Communications Plan

## 8.4 Default Project Reports

### 8.4.1 Status Report

(Generated Online)

### 8.4.2 Milestone Report

### 8.4.3 Cost Report

## 8.5 Executed Consultant Contract(s)

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SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

August 17, 2023

R. Jay Rakers, P.E.
Crawford, Murphy & Tilly
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Consulting Services Proposal
Frenchtown Great Streets –Main St. Extension
St. Charles, Missouri
SCI No: 2023-0838.10, .20, .40, .G0

Dear Jay Rakers:

SCI Engineering, Inc. (SCI) is pleased to provide this Consulting Services Work Proposal for the referenced project.

## PROJECT DESCRIPTION

A right of way improvement project is proposed in the City of St. Charles, Missouri as part of the Frenchtown Great Streets Plan.

The Main Street Extension Project will include new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the American Car Foundry (ACF) property. The project will also extend three cross streets from Second Street in order to reestablish the grid network and improve traffic flow.

## SCOPE OF SERVICES

### Geotechnical Services

The purpose of our geotechnical services will be to explore the subsurface conditions and provide a Roadway Geotechnical Report for the proposed improvements.

#### *Field Exploration*

SCI will explore the subsurface conditions by drilling soil test borings, as summarized in Table 1. We assume the borings will be split between the existing roadways and proposed stormwater management facilities. We assume retaining walls less than 5 feet in height will be required at the stormwater management facilities.

A geologist or staff engineer will log borings, direct sampling, and provide on-site coordination during drilling. We will provide traffic control via subcontract with Tramar, a DBE traffic control firm, for lane closures as necessary. We estimate two days of traffic control will be necessary for each project area (four

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days total). We will locate the borings in the field using a handheld global positioning system (GPS). However, we respectfully request that the project surveyor locate the boring locations and provide ground surface elevations and stationing at each boring location following drilling.

**Table 1 – Proposed Exploration Summary**

| Project Area | No. of Borings | No. of Infiltration Test |
|---|---|---|
| Main Street Extension | 6 | 3 |

The pavement will be cored at each location, and the borings will be drilled to a depth of 15 feet unless auger refusal terminates drilling at a shallower depth.

The soil test borings will be alternately sampled with Standard Penetration tests (SPTs) at 2.5-foot intervals in the upper 10 feet, and then every 5 feet, thereafter. Relatively undisturbed Shelby tube samples will be obtained in select locations in lieu of SPTs. Bulk samples of the shallow subgrade soils will be obtained from auger cuttings. The boreholes will be backfilled with the auger cutting and supplemented with sand or gravel following completion of drilling, with the exception of those boreholes used for infiltration testing.

Infiltration testing will be performed at select locations in accordance with the Maryland Stormwater Manual to aid in the design of stormwater management facilities.

***Laboratory Testing***

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information, will be performed on selected Shelby tube samples. Up to two Proctor moisture density curves and California Bearing Ratio tests will be performed on the bulk samples collected.

***Analysis and Report***

We will summarize our findings and recommendations in a Roadway Geotechnical Report and will address each of the following:

- Existing pavement composition, subgrade conditions, and recommended pavement sections for both asphalt and concrete.
- Soil, bedrock, and groundwater conditions and their effect on the proposed construction.
- Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction, and methods of remedial treatment.
- Identification of classes of excavation.
- Identification of areas where support may be required to protect adjacent structures.

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- Evaluation of on-site material for use as backfill.
- Placement and bedding of sewer pipe.
- Allowable bearing pressures for sewer structures and lighting.
- Lateral earth pressures for minor retaining walls.

**Geophysical Services**

Geophysical services are proposed to evaluate pavement thicknesses in the project area.

***Ground Penetrating Radar Survey***

We propose to conduct a ground penetrating radar (GPR) survey to evaluate pavement thicknesses along Main Street (approximately between Clark Street and Montgomery Street) and three cross streets from Second Street. We propose the following activities:

- Review available information on pavement within the project areas.
- Coordinate with the City of St. Charles and obtain the necessary permits for road/lane closure and provide traffic control (to be provided by TraMar).
- Mobilize a geophysics crew, a GPR system and support equipment to the site.
- Acquire GPR data along two subparallel traverses along the street segment within the project area (total approximately 1 linear mile). Refer to Table 2 for estimated survey time.
- Process and interpret the acquired data and generate a table with mapped pavement thicknesses at locations spaced approximately at 50-foot intervals along the survey traverses and their coordinates. Alternatively, GPR data can be acquired at select locations and pavement thicknesses can be mapped at shorter intervals (e.g., 5 or 10-foot spacings).
- Provide a summary report including a description of the field survey efforts and survey results for the project area.

**Table 2 – Estimated Geophysical Survey Fieldwork**

| Project Area | GPR (days*) |
|---|---|
| Main Street Extension | 2 |

*Assuming 8-hour days (portal-to-portal)

**Hazardous Materials Screening**

The Hazardous Materials Screening will consist of a Phase I Environmental Site Assessment. The purpose of our Phase I will be to identify Recognized Environmental Conditions (RECs) using appropriate inquiry into the previous ownership and uses of the subject property consistent with good commercial or customary practice as defined in CERCLA (*Comprehensive Environmental Response, Compensation, and Liability*

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*Act;* 1980, 42 USC 9601 (35) (B)). As such, the Phase I is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations for CERCLA liability.

The procedures outlined in the American Society for Testing and Materials (ASTM) International Standard E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Practice) will be used to conduct the proposed Phase I. If activities outlined herein do not reflect your objectives, a modification of the proposed scope can be considered. Our services are specifically not intended to address the potential presence of asbestos, lead-based paint, mold, and other items identified as "common non-scope considerations" by ASTM E 1527-21. These services can be performed for an additional fee as detailed later herein.

Phase I activities will consist of reviewing readily available site history information and assessing the physical condition of the property at the time of the reconnaissance for evidence of possible use, storage, spillage, or dumping of hazardous, toxic or petroleum substances or materials. These activities, as outlined below, are intended to fulfill the requirements of ASTM E 1527-21.

- **Reconnaissance:** A reconnaissance for physical evidence indicating possible use, storage, spillage, or dumping of hazardous, toxic, or petroleum substances on the subject property and, when possible, on contiguous sites. Stressed vegetation, suspect excavation, surface expressions of underground storage tanks (USTs) and transformers will be noted.

- **Historical Subject Property Use:** A review of Sanborn or other fire insurance maps, aerial photographs, city directories, and topographic maps, as readily available, at various intervals for potential documentation of major developments or changes in the usage of the subject property and adjoining sites since initial development or back to 1940, whichever is earlier.

- **Earth Systems:** A notation of the soil, watershed, topography, geology, and groundwater systems at the site, based on visual observation and literature review.

- **Interviews:** Interviews of on-site and neighboring residents/landowners/building occupants/report user (client) when necessary, for recollections of past ownership or activities suggesting the presence of hazardous, toxic, or petroleum substances. Interviews of local fire department officials and previous owner/occupants, when possible, will also be performed.

- **Ownership History:** A review of the Chain-of-Title/Conveyance Report extending to 1940, if provided, for evidence of past ownership suggesting the presence or use of hazardous, toxic, or petroleum substances. SCI assumes the client will provide the chain-of-title/conveyance report.

- **Review of Land Title Records:** In order to comply with the requirements of ASTM E1527-21, the user is required to review land title records for evidence of environmental liens or activity and use limitations (AULs) and provide this information to SCI's Environmental Professional. Land title records include transaction-related title insurance documentation such as preliminary title reports and title commitments, as well as title search information reports such as condition of title, title abstractions, and AUL/Environmental Lien Reports. SCI's report will include a discussion of the user-reviewed land title record information.

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- **Federal Records:** Federal records review will include the National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act Notification system (RCRIS); and Emergency Response Notification System (ERNS), when available.

- **State and Tribal Records:** A review of NPL/CERCLIS equivalent lists, Hazardous Waste Sites lists, Underground Storage Tanks Registration list, Leaking Underground Storage Tank list, Landfill and/or Solid Waste Facility (SWF) databases, Institutional/Engineering Control registries, Voluntary Cleanup sites and Brownfield sites.

- **File Review:** If the subject property or adjoining properties are identified within the environmental records sources, a regulatory file review may be recommended. If this review is recommended, records such as those maintained by local, state, or federal authorities will be requested. If the materials are readily available (i.e., provided electronically or available for review at an agency or depository local to the SCI office) and provided in a timely manner, a review of the materials will be completed as part of the assessment. Additional fees may apply for review of voluminous prior reports or regulatory file documents and/or reviews which require travel to an area not local to the SCI office. Additionally, payment of fees in excess of $25.00 charged by regulatory agencies for copying services or processing requests will be passed on to the client. If additional fees are necessary, SCI will contact you with an estimated fee for obtaining and reviewing regulatory files prior to incurring the additional costs.

- **Vapor Encroachment Screen:** An initial vapor encroachment screen will be performed to determine if a Vapor Encroachment Condition exists on the subject property. This determination will be based on the potential for vapors to occur in the subsurface within the boundaries of the subject property. The initial vapor encroachment screen will be performed in accordance with the Tier 1 "non-invasive" screening as outlined in ASTM E2600-22 *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*.

- **Report:** A formal report will be prepared which will include a summary of activities completed in accordance with ASTM E 1527-21. As noted above separate reports will be prepared for each project area. The reports will also identify the environmental professional and the person who conducted the subject property reconnaissance and interviews. In addition, the reports shall state whether the user reported to the environmental professional any information pursuant to the user's responsibilities. The findings, opinions, and conclusions in the reports will be supported by documentation. The report will identify known or suspect RECs, controlled RECs, and historic RECs.

**Cultural Resource Services**

The cultural resource services associated with the project will consist of a Phase One Cultural Resources Survey and Architectural History Survey. These surveys will be conducted independently of each other. It is understood the completion of these requirements will result in the production of separate Phase One Cultural Resources Survey report and Architectural History Survey report for the project area, each under separate cover. A summary of the Cultural Resources scope is provided below.

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***Phase One Cultural Resources Survey***

The purpose of SCI's Cultural Resource Survey (CRS) will be to identify, to the extent possible, the potential archaeological and historical impacts of the proposed project. This will be accomplished by performing field investigations, laboratory analysis of collected artifacts, reporting, and preparation for curation of artifacts. Details of these activities are presented below.

- SCI will complete a literature review of previous research conducted within or near the project area. This review will document, to the extent possible, known archaeological explorations, sites, and structures in the vicinity of the project area. The review will also document the geomorphological, environmental, and cultural history of the project area as they pertain to the evaluation of cultural resources.

- SCI will conduct all fieldwork according to the professional standards and guidelines set forth within the Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation (Federal Register 2004) and will take into account established Missouri State Historic Preservation Office (SHPO) survey guidelines. Field methods will depend upon topography, ground surface visibility, and other factors. Visual inspection is employed in areas with steep slopes, within wetlands or standing water, or where there is evidence of severe erosion, scouring, or non-agricultural ground disturbance. In areas where the ground surface visibility is greater than approximately 25 percent (high visibility), a pedestrian survey will be performed. Pedestrian surveys involve walking transects across the project area at 5-meter intervals examining the surface for evidence of archaeological deposits. In areas where the ground surface visibility is less than about 25 percent (low visibility), a shovel probe survey will be performed. Shovel probe surveys entail the hand-excavation of a small hole to the base of the plowzone and screening of the resultant spoil through ¼-inch hardware cloth. SHPO has mandated that these shovel probes should be no more than 15 meters apart. Shovel probe surveys are therefore more costly as they require additional time and labor. Diagnostic cultural materials greater than 50 years in age will be collected.

- No survey method is completely accurate in locating all cultural resources that may exist within any project area. The survey methods outlined above are generally able to locate materials that are not deeply buried. If it becomes apparent that the proposed project will impact deeply buried Holocene-age soils, additional methods may need to be used to locate potentially buried cultural resources.

- Unmarked human burial sites are very difficult to locate because these usually leave no ground surface indication of their presence. As such, the identification of locations of unmarked human burials is beyond the scope of this survey. If human burials are located by this survey or by any subsequent earth-moving activities within the project area, archaeological removal of these remains, if necessary, would be for an additional fee.

- All materials recovered from the field investigation will be washed, sorted, and prepared for curation. The artifacts will then be analyzed to establish the temporal affiliations of each site, and to interpret the activities conducted at each site by prehistoric or historic people. Recovered artifacts will be deposited at a curational facility approved by the SHPO.

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- It is estimated that it will take a crew of three archaeological technicians two days at each location to complete the field investigations. The reports of those investigations will be completed five to six weeks after the fieldwork.

- Written reports outlining the results of the surveys will be prepared in accordance with state and federal guidelines. SCI can verbally report of the findings of the survey to the client with the client's understanding that final results will be documented in the written report. Two copies of the final report will be submitted to the client.

***Architectural History Consulting Services***

The purpose of the Architectural History Survey of each project area will be to document extant above-ground resources according to the Missouri Department of Transportation's (MODOT) LPA:136.6 Environmental and Cultural Requirements, Built Environmental Resource Methods Compliance, and Section 106 of the National Historic Preservation Act. This will occur within a logical Area of Potential Effect (APE) and include both a Direct Effect Area in addition to an Indirect Effect Area. The scope of work will identify, document, and define each of the extant above-ground resources and provide an assessment of each relative to their continued eligibility for listing in the National Register of Historic Places (NRHP) in addition to whether the proposed project will have any adverse effects on said resources.

The Architectural History Surveys include an investigation of the existing built environment comprising buildings and structures 45 years of age or older (the report will also include property information for those dating 40 years) located in the project area (generally within a 50-foot buffer) and within 100 feet of any areas of new Right-of-Way or permanent easement. Such resources will be identified, recorded on a site plan, described within the report, and photographically documented.

The Architectural History Surveys will be conducted by a Secretary of the Interior Qualified Architectural Historian. The Architectural History Surveys will also identify previously recorded historic architectural (historic buildings, structures, objects, or districts) and archaeological resources within each project area. Furthermore, the Architectural History Surveys will evaluate the potential eligibility of non-listed buildings in the project area against criteria for entry onto the NRHP (Evaluation of Eligibility) within the adjacent existing historic district. In addition, all architectural resources on the adjacent properties (within the general 50-foot buffer zone and the 100-foot right of way) and in the direct vicinity (Area of Potential Effects) will be reviewed, to assess the potential for adverse effects on the properties from the proposed development works. These surveys will assess the effects of the project, as proposed, on the historic assets and each project area, including the subject corridor of roadway. The assessments will determine "No Historic Properties Affected," "Historic Properties Affected," "No Adverse Effect," "Adverse Effect," or "No Effect."

**FEES AND SCHEDULES**

We will provide the consulting services for the project, as detailed above, on a Cost-Plus Fixed Fee (CPFF) basis in accordance with the attached *CPFF Estimates*. Summaries of the total hours and fees are shown in Tables 3 and 4.

**Table 3 – Estimated Hours Summary**

| Geotechnical | Geophysics | Cultural Resources | Hazardous Materials | Total Hours |
|---|---|---|---|---|
| 151 | 95 | 156 | 37 | **439** |

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**Table 4 – Estimated Fees Summary**

| Geotechnical | Geophysics | Cultural Resources | Hazardous Materials | Total Fees |
|---|---|---|---|---|
| $30,787.81 | $16,862.21 | $36,196.12 | $4,823.40 | **$88,669.54** |

Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.

**Geotechnical Schedule**

We should be able to commence the geotechnical drilling within three weeks of the Notice to Proceed. Drilling and infiltration testing is expected to be complete in four working days. Preliminary findings will be available within three days after drilling is complete. Issuance of the draft Geotechnical Data Report will be within four to five weeks after drilling.

**Geophysical Schedule**

We should be able to commence the geophysical survey within three to five weeks of the Notice to Proceed. The GPR survey is expected to be complete in two working days. Preliminary findings will be available within a week after geophysical surveying is complete. Issuance of the draft Geophysical Survey Report will be within four to five weeks after completing the survey.

**Environmental Schedule**

The Phase I will commence upon your notice to proceed and will be completed within four to six weeks.

**Cultural Resource and Architectural History Schedule**

The Cultural Resources services detailed herein will commence within five to six weeks of the Notice to Proceed. The fieldwork will take approximately one week total for the Phase One Cultural Resources Survey and two weeks for the Architectural History Survey. The reports for each can be completed within eight to ten weeks following completion of fieldwork.

**CONDITIONS AND CONSIDERATIONS**

- The above fee is based on a maximum of 90 feet of soil drilling. This proposal does not include the additional costs associated with union restrictions.

- Global stability analysis of retaining walls is excluded from our scope as retaining wall heights less than 5 feet are anticipated.

- This proposal assumes that site access authorization will be conducted by others, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted drill rig.

- We routinely contact the Missouri One Call system to have the locations of public utilities marked; however, we will not be responsible for any private utilities not brought to our attention prior to drilling.

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- This proposal assumes all borings will be surveyed (including station, offset, and ground surface elevation) by others following completion of drilling.

- Geophysical interpretations are non-unique, and ground-truthing verification is required for constraining and verifying the interpretations.

- If SCI identifies and recovers artifacts during our Phase One CRS, it will be necessary to document and curate the collected materials. If artifact curation is necessary, a fixed fee of **$500.00** will be applied for curation services. This fee includes the labor and materials necessary to document and curate the recovered material at an SHPO approved facility. Our fee for curation services will be included on the final project invoice. If no artifacts are recovered during the Phase One CRS, the fee will be waived. If the number of artifacts exceeds what can be curated within one museum box during the Phase One CRS additional curation fees may be necessary.

- SCI's proposed Phase One Cultural Resource Survey scope is intended to meet the requirements/guidelines set forth in the Missouri State Historic Preservation Office *Guidelines for Phase I Archaeological Surveys and Reports* and conform to the Secretary of the Interior's guidelines for archaeological reporting. Standard Phase I archaeological field methods will be utilized for the investigation. However, should SHPO request additional work beyond the scope described herein, a supplement to the stated fees will be necessary. In addition, other agencies or Native American tribes may request surveys to be completed. Requested surveys by others often require more stringent survey guidelines than those following SHPO guidance. A revised scope may be necessary if a survey is requested by entities other than SHPO.

- Additional services on our part should be anticipated following completion of the report. These services might involve more than one meeting to discuss the content and implications of the reports, review of project plans and specifications to assess the application of recommendations provided, or additional field assessments or surveys. Our specific involvement in these phases of the project cannot be estimated at this time. A formal proposal for additional consulting services can be provided should the need arise.

- Please notify SCI in advance if you believe third party reliance will be required. Should third party reliance letters be requested for these activities, within 180 days subsequent to report submittal, additional costs of $500.00 will be incurred.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions.

**ACCEPTANCE**

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will apply to any future services you authorize for this project.

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Thank you for the opportunity to submit this proposal. If you have any questions or require further clarification, please do not hesitate to contact us at (636) 949-8200.

Respectfully,

**SCI ENGINEERING, INC.**

Timothy J. Barrett, P.E., CFM
Senior Engineer

Bryan M. Carlo, MA
Senior Archeologist

Evgeniy "Eugene" V. Torgashov, Ph.D
Senior Geophysicist

Benjamin K. Butterfield, CHMM
Senior Scientist

Edwin P. Grimmer, P.E.
Vice President

BMC/TJB/EVT/BKB/EPG/snp

Enclosures
CPFF Estimates
Acceptance of Proposal for Professional Services
General Terms and Conditions

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## Exhibit B – CONSULTING ENGINEER'S SCOPE OF SERVICES

Main Street Extension will include new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the ACF property. The project will also extend three cross streets from Second St in order to reestablish the grid network and improve traffic flow.

### TASK 15.1 TREKK PROJECT ADMINISTRATION

Tasks include:

1. Attend Project Team Meetings. Responsible for preparing meeting minutes for documentation to send to Prime Consultant.
2. Develop and implement a Quality Assurance Plan.
3. Hold periodic internal team meetings throughout the development of project.
4. Correspondence (emails, letters, meeting minutes, phone calls) with Team.
5. Personnel planning and scheduling control.
6. Attend Kick-Off Meeting.
7. Coordination with other subconsultants.
8. Provide monthly progress reports and invoices.

### TASK EXCLUSIONS

- Participate in Public Meeting or Hearing.
- Provide exhibits, sketches, and back-up data for Public Meeting or Hearing.

### TASK 15.3 TREKK CONCEPTUAL STUDY

Tasks include:

1. Coordination & Meetings
2. Provide Information for design criteria memo
3. Review of Proposed Storm Sewers & Record Plans
4. Field Visit
5. Proposed Storm Sewer Design (two alternatives)
6. Proposed Green Infrastructure Design (two alternatives)
    a. Design of 7 rain gardens.
    b. Design of 7 pervious paver parking areas
7. Quantities & Cost Estimate
8. Quality Control

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## TASK 15.4 TREKK PRELIMINARY PLANS

Tasks include:

1. Coordination & Meetings with Design Team & City
2. Landscape and Roadway Coordination
3. Storm Sewer Coordination
4. Storm Sewer Design
    a. Drainage Areas
    b. Calculate Runoff
    c. Perform hydraulic calculations for closed drainage system
5. Preliminary Sheets for Storm Sewer
    a. Plan Sheet (two sheets assumed)
    b. Storm Sewer Profiles (two sheets assumed)
6. Green Infrastructure Design
    a. Drainage Areas for 14 BMPs
    b. BMP Calculations
7. Preliminary Sheets for Green Infrastructure
    a. Drainage Areas for each
    b. Typical Sections of BMPs
    c. General BMP Details
8. Stormwater Design Report
9. Form 6-4
10. Form 6-5 (14 forms)
11. BMP Operations and Maintenance Plan
12. Quantities & Cost Estimate
13. Quality Control
14. Address Comments

Deliverables for Green Infrastructure:

1. Top of rain garden elevation
2. Top of curb elevation around rain garden
3. Sill elevation for inlet within rain garden
4. Flowline elevation of drain pipe of BMPs
5. Sheets and reports mentioned above

## TASK 15.5 TREKK RIGHT OF WAY PLANS

Tasks include:

1. Coordination & Meetings
2. Update TCE/easement limits for drainage impacts
3. Quantities & Cost Estimate
4. Quality control
5. Address comments

## TASK 15.6 TREKK FINAL PLANS

Tasks include:

1. Coordination & Meetings
2. Landscape and Roadway Coordination
3. Storm Sewer Coordination

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4. Summary of Quantities
5. Storm Sewer Design
6. Final Sheets for Storm Sewer
7. Green Infrastructure Design
8. Final Sheets for Green Infrastructure
9. Stormwater Hydraulic Report
10. Update to BMP Reports
    a. Stormwater Design Report
    b. Form 6-4
    c. Form 6-5 (14 Forms)
    d. BMP Operations and Maintenance Plan
11. Quantities & Cost Estimate
12. Job Special Provisions
13. Quality Control
14. Address Comments

Deliverables for Green Infrastructure:

1. Top of rain garden elevation
2. Top of curb elevation around rain garden
3. Sill elevation for inlet within rain garden
4. Flowline elevation of drain pipe of BMPs
5. Sheets and reports mentioned above

## TASK 15.10 TREKK BIDDING & CONSTRUCTION

Tasks include:

1. Respond to Questions associated with tasks above.

## TASK EXCLUSIONS & ASSUMPTIONS for Tasks 15.3,15.4, 15.5, and 15.6

- Coordination meetings will be virtual
- Two in person meetings with the City.
- Green Infrastructure Design included for full length of project.
- Design of 7 rain gardens.
- Design of 7 pervious paver parking areas.
- No HEC RAS analysis will be performed.
- BMP plantings and signage not included.
- No survey or geotechnical scope included.
- No design of the bump out geometry or curb ramps included.

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

# ATTACHMENT B
# MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
# ESTIMATE OF COSTS PER CONSULTANT

## FEE SUMMARY

| FIRM | | FEE | HOURS | % OF TOTAL FEE |
|---|---|---|---|---|
| CMT | $ | 546,134.13 | 3546 | 60.09% |
| EDSI * | $ | 69,028.00 | 524.5 | 7.59% |
| SCI ENGINEERING | $ | 88,669.54 | 439 | 9.76% |
| SWT DESIGN | $ | 89,795.00 | 608 | 9.88% |
| TREKK DESIGN GROUP * | $ | 115,238.41 | 702 | 12.68% |
| **TOTAL** | **$** | **908,865.08** | **5820** | **100.00%** |

| | |
|---|---|
| *DBE Potential Participation = | 20.27% |
| (if entire design fee used) | percentage of fee |

Note: Phase 1 Design Services will be $735,546.46. Phase 2 Design Services will be $173,318.62

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**ATTACHMENT B**
**MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3**
**ESTIMATE OF COSTS PER TASK**

| | TASK | FEE | HOURS | % OF TOTAL FEE | CMT | CMT Direct | EDSI | SCI | SWT | TREKK |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | CMT PROJECT ADMINISTRATION | $53,858.47 | 292 | 5.93% | $ 53,596.47 | $ 262.00 | | | | |
| 2 | CMT DATA COLLECTION | $9,271.77 | 60 | 1.02% | $ 9,140.77 | $ 131.00 | | | | |
| 3 | CMT CONCEPT DESIGN | $42,725.94 | 284 | 4.70% | $ 41,029.44 | $ 1,696.50 | | | | |
| 4 | CMT PRELIMINARY DESIGN | $94,395.93 | 684 | 10.39% | $ 94,264.93 | $ 131.00 | | | | |
| 5 | CMT RIGHT OF WAY DESIGN | $54,039.50 | 402 | 5.95% | $ 53,908.50 | $ 131.00 | | | | |
| 6 | CMT FINAL DESIGN | $119,279.12 | 868 | 13.12% | $ 119,148.12 | $ 131.00 | | | | |
| 7 | CMT COMMUNITY RELATIONS | $38,013.16 | 228 | 4.18% | $ 33,620.16 | $ 4,393.00 | | | | |
| 8 | CMT ENVIRONMENTAL WORK | $14,585.08 | 98 | 1.60% | $ 13,888.58 | $ 696.50 | | | | |
| 9 | CMT UTILITY COORDINATION | $63,235.41 | 194 | 6.96% | $ 38,080.41 | $ 25,155.00 | | | | |
| 10 | CMT WATER AND SEWER | $40,907.07 | 336 | 4.50% | $ 40,907.07 | $ - | | | | |
| 11 | CMT BIDDING & CONSTRUCTION | $15,822.68 | 100 | 1.74% | $ 15,626.18 | $ 196.50 | | | | |
| 12 | EDSI | $69,028.00 | 524.5 | 7.59% | | | $ 69,028.00 | | | |
| 13 | SCI ENGINEERING | $88,669.54 | 439 | 9.76% | | | | $ 88,669.54 | | |
| 14 | SWT DESIGN | $89,795.00 | 608 | 9.88% | | | | | $ 89,795.00 | |
| 15 | TREKK DESIGN GROUP | $115,238.41 | 702 | 12.68% | | | | | | $ 115,238.41 |
| | **TOTAL** | **$908,865.08** | **5820** | **100.00%** | **$ 513,210.63** | **$ 32,923.50** | **$ 69,028.00** | **$ 88,669.54** | **$ 89,795.00** | **$ 115,238.41** |

Note: Tasks 5 and 6 are part of the Phase 2 Design Services, which will be authorized by a second notice to proceed letter at a later date.

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Main Street Extension
City Proj. No. 23ENGST3

**ATTACHMENT B**
**Estimate of Cost**
**CMT Hours**

| Task No. | Task Description | Person-hours: Principal | Project Engineer II | Project Engineer I | Senior Engineer I | Engineer I | Project Structural Engineer I | Structural Engineer I | Project Environmental Scientist II | Environmental Scientist I | Technician II | Senior Planner | Planner | Sub Task Total Hours | CMT Hours Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **CMT PROJECT ADMINISTRATION** | | | | | | | | | | | | | | |
| | Quality assurance plan | | 4 | 8 | 4 | | | | | | | | | 16 | |
| | Progress reports and invoicing | | | 24 | | | | | | | | | | 24 | |
| | City coordination | | | 20 | 20 | | | | | | | | | 40 | |
| | Subconsultant coordination | | | 20 | 20 | | | | | | | | | 40 | |
| | Agency and development coordination | | | 20 | 20 | | | | | | | | | 40 | |
| | Core team meetings | | | 24 | 24 | 12 | | | | | | | | 60 | |
| | Design team meetings | | | 16 | 16 | 8 | | | | | | | | 40 | |
| | Correspondence | | | 24 | 8 | | | | | | | | | 32 | |
| | | | | | | | | | | | | | | | 292 |
| **2** | **CMT DATA COLLECTION** | | | | | | | | | | | | | | |
| | Review available data and current 2nd St plans | | | 2 | 8 | 2 | | | | | | | | 12 | |
| | Project site visits | | | 8 | 16 | 8 | | | | | | | | 32 | |
| | Development plans review | | | 4 | 8 | 4 | | | | | | | | 16 | |
| | | | | | | | | | | | | | | | 60 |
| **3** | **CMT CONCEPT DESIGN** | | | | | | | | | | | | | | |
| | Concept design workshop (prep/attend) | | | 16 | 20 | 12 | | | | | | | | 48 | |
| | Design two concept alternatives | | | 16 | 48 | 40 | | | | | | | | 104 | |
| | Concept typical section and plan exhibits | | | 4 | 20 | 16 | | | | | | | | 40 | |
| | Concept estimates and summaries | | | 8 | 12 | 12 | | | | | | | | 32 | |
| | Complete preferred concept | | | 8 | 16 | 16 | | | | | 8 | | | 48 | |
| | Design criteria memorandum | | | 4 | 8 | | | | | | | | | 12 | |
| | | | | | | | | | | | | | | | 284 |
| **4** | **CMT PRELIMINARY DESIGN** | | | | | | | | | | | | | | |
| | Preliminary design | | | 48 | 200 | 120 | 4 | 8 | | | | | | 380 | |
| | Preliminary plan sheets | | | 4 | 48 | 36 | 4 | 8 | | | 40 | | | 140 | |
| | Preliminary cost estimate (construction/utility) | | | 8 | 24 | 28 | | | | | | | | 60 | |
| | QAQC | | 4 | 4 | | | | | | | | | | 8 | |
| | Prepare/submit preliminary package | | | 2 | 6 | | | | | | | | | 8 | |
| | Preliminary field check and meeting | | | 4 | 4 | 4 | | | | | | | | 12 | |
| | Address preliminary comments | | | 4 | 32 | 32 | | | | | 8 | | | 76 | |
| | | | | | | | | | | | | | | | 684 |
| **5** | **CMT RIGHT OF WAY DESIGN** | | | | | | | | | | | | | | |
| | Update/refine prelim for ROW confidence | | | 4 | 48 | 40 | | | | | | | | 92 | |
| | Incorporate anticipated utility POA | | | 2 | 12 | 36 | | | | | | | | 50 | |
| | Finalize ROW and easement lines | | | 2 | 16 | 12 | | | | | | | | 30 | |
| | Right of way plan sheets | | | 2 | 24 | 12 | | | | | 24 | | | 62 | |
| | Right of way cost estimate (construction/utility) | | | 8 | 12 | 16 | | | | | | | | 36 | |
| | QAQC | | 4 | 4 | | | | | | | | | | 8 | |
| | Prepare/submit ROW package | | | 2 | 6 | | | | | | | | | 8 | |
| | Address ROW comments | | | 4 | 24 | 12 | | | | | | | | 40 | |
| | Coordinate plats/descriptions with EDSI | | | | 8 | | | | | | | | | 8 | |
| | Revise ROW plans due to negotiations | | | 4 | 24 | 24 | | | | | 8 | | | 60 | |
| | Attend two meetings with property owners | | | 4 | 4 | | | | | | | | | 8 | |
| | | | | | | | | | | | | | | | 402 |
| **6** | **CMT FINAL DESIGN** | | | | | | | | | | | | | | |
| | Final design | | | 32 | 200 | 140 | 16 | 48 | | | | | | 436 | |
| | Final plan sheets | | | 12 | 64 | 64 | | 16 | | | 32 | | | 188 | |
| | Final cost estimate (construction/utility) | | | 12 | 24 | 24 | | | | | | | | 60 | |
| | Job special provisions / supporting PS&E data | | | 12 | 24 | 12 | 4 | | | | | | | 52 | |
| | QAQC | | 4 | 4 | | | | | | | | | | 8 | |
| | Prepare/submit final PS&E package (95%) | | | 2 | 6 | 4 | | | | | | | | 12 | |
| | Final field check and meeting | | | 4 | 4 | 4 | | | | | | | | 12 | |
| | Address final plan comments | | | 4 | 32 | 32 | 4 | 12 | | | 8 | | | 92 | |
| | Prepare/submit final PS&E package (100%) | | | 2 | 6 | | | | | | | | | 8 | |
| | | | | | | | | | | | | | | | 868 |

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Main Street Extension
City Proj. No. 23ENGST3

**ATTACHMENT B**
**Estimate of Cost**
**CMT Hours**

| Task No. | Task Description | Principal | Project Engineer II | Project Engineer I | Senior Engineer I | Engineer I | Project Structural Engineer I | Structural Engineer I | Project Environmental Scientist II | Environmental Scientist I | Technician II | Senior Planner | Planner | Sub Task Total Hours | CMT Hours Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Person-hours | | | | | | | | | | | | | |
| **7** | **CMT COMMUNITY RELATIONS** | | | | | | | | | | | | | | |
| | Project administration (core team, branding, PR) | | | 4 | | | | | | | | 12 | | 16 | |
| | Advisory groups | | | 8 | | | | | | | | 12 | 12 | 32 | |
| | Frenchtown design week | | | 6 | 6 | | | | | | | 12 | 16 | 40 | |
| | Targeted meetings (property owners, stakeholders) | | | 8 | | | | | | | | 12 | 12 | 32 | |
| | Concept/visioning workshop | | | 10 | 12 | | | | | | | 12 | 12 | 46 | |
| | Preliminary plans open house - prep/attend | | | 10 | 16 | | | | | | | 24 | 12 | 62 | |
| | | | | | | | | | | | | | | | 228 |
| **8** | **CMT ENVIRONMENTAL WORK** | | | | | | | | | | | | | | |
| | Request for environmental review (RER) | | | 4 | | | | | 8 | 16 | | | | 28 | |
| | Cultural resources coordination | | | | | | | | 4 | 4 | | | | 8 | |
| | HazMat assessment and coordination of any ESAs | | | | | | | | 2 | 8 | | | | 10 | |
| | Threatened and endangered species evaluation | | | | | | | | 4 | 32 | | | | 36 | |
| | Meetings and coordination with MoDOT/SHPO | | | | | | | | 8 | 8 | | | | 16 | |
| | | | | | | | | | | | | | | | 98 |
| **9** | **CMT UTILITY COORDINATION** | | | | | | | | | | | | | | |
| | Records research (public and private) | | | 6 | | | | | | | | | | 6 | |
| | SUE provider coordination - Level B | | | 24 | | | | | | | | | | 24 | |
| | One call ticket coordination with surveyor | | | 12 | | 8 | | | | | | | | 20 | |
| | Utility topo review and confirmation with utilities | | | 12 | | 8 | | | | | | | | 20 | |
| | Pothole plan development/coordination | | | 16 | | 4 | | | | | | | | 20 | |
| | Utility coordination meetings | | | 32 | | 8 | | | | | | | | 40 | |
| | Send out plans to utility companies | | | 4 | | 12 | | | | | | | | 16 | |
| | Show exist and POA in plans, xsections, culvert sections | | | 6 | | | | | | | | | | 6 | |
| | Non-electric reimbursable determination (OH to UG) | | | 8 | | | | | | | | | | 8 | |
| | Utility cost estimates/plans for agreement prep | | | 8 | | | | | | | | | | 8 | |
| | Special utility sheets as necessary | | | 4 | | | | | | | | | | 4 | |
| | Maintain utility coordination log report | | | 6 | | | | | | | | | | 6 | |
| | Utility job special provision | | | 4 | | | | | | | | | | 4 | |
| | Utility status letter | | | 2 | | | | | | | | | | 2 | |
| | Coordinate early utility relocations before construction | | | 2 | | | | | | | | | | 2 | |
| | Prepare and attend preconstruction meeting | | | 8 | | | | | | | | | | 8 | |
| | | | | | | | | | | | | | | | 194 |
| **10** | **CMT WATER AND SEWER** | | | | | | | | | | | | | | |
| | Perform site visit | | | | 4 | 4 | | | | | | | | 8 | |
| | Review existing information | | | | 16 | 16 | | | | | | | | 32 | |
| | Preliminary design - plans, specs, estimate | | | | 40 | 60 | | | | | 40 | | | 140 | |
| | Final design - plans specs, estimate | | | 4 | 32 | 32 | | | | | | | | 68 | |
| | MoDNR permitting | | | | 16 | 24 | | | | | | | | 40 | |
| | Coordination with roadway design | | | | 24 | 24 | | | | | | | | 48 | |
| | | | | | | | | | | | | | | | 336 |
| **11** | **CMT BIDDING & CONSTRUCTION** | | | | | | | | | | | | | | |
| | Attend prebid and precon conferences | | | 4 | 4 | 2 | | | | | | | | 10 | |
| | Answer questions during bidding phase | | | 2 | 6 | | | | | | | | | 8 | |
| | Answer questions during construction phase | | | 8 | 24 | 8 | | | | | | | | 40 | |
| | Shop drawing approvals | | | 8 | 24 | | 2 | 8 | | | | | | 42 | |
| | | | | | | | | | | | | | | | 100 |
| | Total Person-Hours | 0 | 16 | 650 | 1344 | 992 | 34 | 100 | 26 | 68 | 168 | 84 | 64 | **3546** | total |
| | Hourly Salary | $100.00 | $86.00 | $72.00 | $47.00 | $34.00 | $65.00 | $41.00 | $72.00 | $35.00 | $36.00 | $48.00 | $32.00 | total | labor |
| | Total Cost | $0.00 | $1,376.00 | $46,800.00 | $63,168.00 | $33,728.00 | $2,210.00 | $4,100.00 | $1,872.00 | $2,380.00 | $6,048.00 | $4,032.00 | $2,048.00 | hours | **$167,762.00** |

| | | |
|---|---|---|
| Labor | | $167,762.00 |
| General Overhead / Payroll Additives (170.43%) | + | $285,916.78 |
| | Subtotal | $453,678.78 |
| Fixed Fee (13.0%) | + | $58,978.24 |
| | Subtotal | $512,657.02 |
| FCCM (0.33%) Applied to Labor Only | + | $553.61 |
| CMT Direct Costs | + | $32,923.50 |
| **CMT Fee =** | | **$546,134.13** |

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**CMT DIRECT COSTS, CITY PROJECT NO. 23ENGST3**

| TASK | TASK NAME | | | | | |
|---|---|---|---|---|---|---|
| 1 | CMT Project Administration | Mileage: | 400 miles @ | $0.655 | | $ 262.00 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $0 | | $ - |
| | | Printing/Postage: | | $0 | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 262.00 |
| 2 | CMT Data Collection | Mileage: | 200 miles @ | $0.655 | | $ 131.00 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $0 | | $ - |
| | | Printing/Postage: | | $0 | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 131.00 |
| 3 | CMT Concept Design | Mileage: | 300 miles @ | $0.655 | | $ 196.50 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $0 | | $ - |
| | | Printing/Postage: | | $1,500 | | $ 1,500.00 |
| | | | | | TASK DIRECT COST TOTAL | $ 1,696.50 |
| 4 | CMT Preliminary Design | Mileage: | 200 miles @ | $0.655 | | $ 131.00 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $0 | | $ - |
| | | Printing/Postage: | | | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 131.00 |
| 5 | CMT Right of Way Design | Mileage: | 200 miles @ | $0.655 | | $ 131.00 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $0 | | $ - |
| | | Printing/Postage: | | | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 131.00 |
| 6 | CMT Final Design | Mileage: | 200 miles @ | $0.655 | | $ 131.00 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $0 | | $ - |
| | | Printing/Postage: | | | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 131.00 |
| 7 | CMT Community Relations | Mileage: | 600 miles @ | $0.655 | | $ 393.00 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | Pop-up supplies | $500 | | $ 500.00 |
| | | Printing/Postage: | | $3,500 | | $ 3,500.00 |
| | | | | | TASK DIRECT COST TOTAL | $ 4,393.00 |
| 8 | CMT Environmental Work | Mileage: | 300 miles @ | $0.655 | | $ 196.50 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $500 | | $ 500.00 |
| | | Printing/Postage: | | $0 | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 696.50 |
| 9 | CMT Utility Coordination | Mileage: | 1,000 miles @ | $0.655 | | $ 655.00 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | SUE Direct Cost | $24,500 | | $ 24,500.00 |
| | | Printing/Postage: | | $0 | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 25,155.00 |
| 11 | CMT Bidding and Construction | Mileage: | 300 miles @ | $0.655 | | $ 196.50 |
| | | Equipment: | | $0 | | $ - |
| | | Miscellaneous: | | $0 | | $ - |
| | | Printing/Postage: | | $0 | | $ - |
| | | | | | TASK DIRECT COST TOTAL | $ 196.50 |
| | | | | | CMT DIRECT COST | **$ 32,923.50** |

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**EDSI**
ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

**Project:** **Frenchtown Great Streets: Main St Extension.**

**Prepared by:** **Brett Brooks**

**Date Prepared:** **August 11, 2023**

| | | |
|---|---|---|
| ***Main Street Survey Fee*** | **$68,028** | * |
| ***Title Report Direct Cost*** | **$1,000** | * |
| | **$69,028** | |

**See Attached Sheets For Details*

Docusign Envelope ID: 8B021C5F-E5A3-4C41-A888-6426369F04E6

## Engineering Design Source, Inc.

**Date Prepared: August 11, 2023**

**Project Name: Frenchtown Great Streets: Main St Extension.**

Frenchtown Great Streets: Main St Extension.

| Task Item | Principal | Surveyor | Sr. Tech | Tech | Survey Crew | Admin. | Total |
|---|---|---|---|---|---|---|---|
| **1. Management & Meetings** | | | | | | | |
| 1.1 Kickoff Meeting | | 2 | | | | | 2 |
| 1.2 Monthly Meetings | | 6 | | | | | 6 |
| 1.3 Milestone Meetings | | 4 | | | | | 4 |
| 1.4 Management - Scheduling - Updates | 2 | 4 | | | | | 6 |
| **SUB-TOTAL HOURS** | **2** | **16** | **0** | **0** | **0** | **0** | **18** |
| **2. Project Control** | | | | | | | |
| 2.1 Control Search & Plan | | 0.5 | | | | | 0.5 |
| 2.2 Horizontal Control - Modified State Plane Datum | | | | | 4 | | 4 |
| 2.3 Vertical Control - NAVD 88 | | | | | 2 | | 2 |
| 2.4 Balance/Process Coordinates | | 1 | | | | | 1 |
| 2.5 Three Point Ties - Field | | | | | 2 | | 2 |
| 2.6 Three Point Tie Drawings & Land Tie | | | | 4 | | | 4 |
| 2.7 Project Coordination / QA/QC | | 1 | | | | | 1 |
| **SUB-TOTAL HOURS** | **0** | **2.5** | **0** | **4** | **8** | **0** | **14.5** |
| **3. Utility Coordination - For Locating Purposes** | | | | | | | |
| 3.1 Coordination & Scheduling | | 2 | | | | | 2 |
| 3.2 Submitting One Call Tickets & Follow Ups | | | 16 | | | | 16 |
| 3.3 Map Requests | | | 16 | | | | 16 |
| 3.4 Survey Locations of Marked Utilities | | | | | 16 | | 16 |
| 3.5 Log Utility Data and Mapping | | | 8 | | | | 8 |
| 3.6 Process Basefile & Incorporate Record Facility Data | | | 24 | | | | 24 |
| 3.7 QA/QC | | 4 | | | | | 4 |
| **SUB-TOTAL HOURS** | **0** | **6** | **64** | **0** | **16** | **0** | **86** |
| **4. Topographic Survey** | | | | | | | |
| 4.1 Coordination & Scheduling | | 4 | | | | | 4 |
| 4.2 Field Work - 2,300 linear feet - 70 foot width | | | | | 44 | | 44 |
| 4.3 Process Data | | | 36 | | | | 36 |
| 4.4 Annotate Drawings | | | | 4 | | | 4 |
| 4.5 Create TIN | | | 30 | | | | 30 |
| 4.6 Field Work - 2 days of pick-up surveys | | | | | 16 | | 16 |
| 4.7 Process Data | | | 12 | | | | 12 |
| 4.8 Annotate Drawings | | | | 2 | | | 2 |
| 4.9 Create TIN | | | 10 | | | | 10 |
| 4.10 QA/QC | | 8 | | | | | 8 |
| **SUB-TOTAL HOURS** | **0** | **12** | **88** | **6** | **60** | **0** | **166** |
| **5. Property Research & Right-of-Way Survey** | | | | | | | |
| 5.1 Coordination & Scheduling | | 2 | | | | | 2 |
| 5.2 Record Research | | 2 | | 8 | | | 10 |
| 5.3 Calculate and Draw Record Data | | | | 8 | | | 8 |
| 5.4 Corner Search | | | | | 16 | | 16 |
| 5.5 Corner Locate | | | | | 12 | | 12 |
| 5.6 Process Data | | 32 | | 20 | | | 52 |
| 5.7 Final Drawing - Annotate Ownerships and Dimensions | | | | 4 | | | 4 |
| 5.8 QA/QC | | 4 | | | | | 4 |
| **SUB-TOTAL HOURS** | **0** | **40** | **0** | **40** | **28** | **0** | **108** |
| **6. Title Review and Acquisition Documents** | | | | | | | |
| 6.1 Review proposed acquisition areas | | | 1 | | | | 1 |
| 6.2 Title report review and incorporate - Maximum 2 | | 2 | | 4 | | | 6 |
| 6.3 Prepare descriptions | | 2 | | 8 | | | 10 |
| 6.4 QA/QC and revisions - Maximum 1 | | 1 | | 2 | | | 3 |
| **SUB-TOTAL HOURS** | **0** | **5** | **1** | **14** | **0** | **0** | **20** |
| **MAN HOURS BY CLASSIFICATION** | **2** | **81.5** | **153** | **64** | **112** | **0** | **412.5** |
| | Principal | Surveyor | Sr. Tech | Tech | Survey Crew | Admin. | |
| **Unburdened Rate** | $73.25 | $59.42 | $46.94 | $33.38 | $60.12 | $35.41 | |
| **Overhead Rate 177.94%** | $130.34 | $105.73 | $83.53 | $59.40 | $106.98 | $63.01 | **FIXED FEE-TOTAL** |
| **Profit 14%** | $28.50 | $23.12 | $18.27 | $12.99 | $23.39 | $13.78 | $8,187 |
| **Average Hourly Billing Rate** | **$232.09** | **$188.27** | **$148.73** | **$105.77** | **$190.49** | **$112.20** | **LABOR-TOTAL** |
| **COST BY CLASSIFICATION** | $464 | $15,344 | $22,756 | $6,769 | $21,335 | $0 | **$66,668** |

| Direct Costs | Item Cost | Unit Price | Quantity | Unit |
|---|---|---|---|---|
| Printing/Copying - Large | $50.00 | $50.00 | 1 | Lump Sum |
| Record Research | $300.00 | $300.00 | 1 | Lump Sum |
| Order Informational Title Report | $1,000.00 | $500.00 | 2 | Per Parcel |
| Vehicle Usage | $910.00 | $65.00 | 14 | Per Day |
| Misc. Survey Supplies | $100.00 | $100.00 | 1 | Lump Sum |
| **DIRECT COST - TOTAL** | **$2,360.00** | | | |

**Assumptions:** No ROW plans will be prepared by EDSI

| | |
|---|---|
| **Main Street Survey Total Fee** | **$69,028** |

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

**Project Name** Frenchtown Great Streets - Main Street Extension
**SCI Project Number** 2023-0838.10
**Location** St. Charles, Missouri

**Date Prepared:** August 2, 2023

| Task Item | | Sr. Engineer II | Project Engineer I | Staff Engineer | Field Manager I | GIS/CAD | Tech I | Sr. Admin | Subtotal | Direct Costs | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| G1 - Coordination and Field Exploration | | 6 | | 36 | | 8 | | | 50 | 10,825.41 | |
| G2 - Roadway Geotechnical Report | | 17 | | 44 | | 12 | | 12 | 85 | | |
| G3 - Meetings | | 2 | | 2 | | | | | 4 | | |
| G4 - QA/QC | | 6 | | | | | | | 6 | | |
| G5 - Project Administration | | 6 | | | | | | | 6 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **TOTAL HOURS** | | **37** | **0** | **82** | **0** | **20** | **0** | **12** | **151** | **10,825.41** | |
| **Hourly Salary Rate (Average)** | | **68.42** | **42.47** | **30.23** | **24.00** | **30.80** | **21.18** | **29.01** | | | |
| **Direct Labor** | | **2,531.54** | **0.00** | **2,478.86** | **0.00** | **616.00** | **0.00** | **348.12** | **5,974.52** | | |
| **Overhead Rate** | **190.64%** | **4,826.13** | **0.00** | **4,725.70** | **0.00** | **1,174.34** | **0.00** | **663.66** | **11,389.82** | | |
| **FCCM** | **0.471%** | **11.92** | **0.00** | **11.68** | **0.00** | **2.90** | **0.00** | **1.64** | **28.14** | | |
| **Profit** | **14.80%** | **1,088.93** | **0.00** | **1,066.27** | **0.00** | **264.97** | **0.00** | **149.74** | **2,569.92** | | |
| **Total Labor Cost** | | **$8,458.53** | **$0.00** | **$8,282.51** | **$0.00** | **$2,058.21** | **$0.00** | **$1,163.16** | **19,962.41** | | |
| | | | | | | | | | | | |
| **TOTAL COST** | | | | | | | | | | **Total** | **30,787.81** |
| Average Rate per Classification | 2.9064 | $228.61 | $0.00 | $101.01 | $0.00 | $102.91 | $0.00 | $96.93 | | | |

| Cost per Task | | Sr. Engineer II | Project Engineer I | Staff Engineer | Field Manager I | GIS/CAD | Tech I | Sr. Admin | Total Labor per Task | Direct Costs | Total Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|
| G1 - Coordination and Field Exploration | | 1,371.65 | | 3,636.22 | | 823.29 | | | 5,831.16 | 10,825.41 | 16,656.57 |
| G2 - Roadway Geotechnical Report | | 3,886.35 | | 4,444.27 | | 1,234.93 | | 1,163.16 | 10,728.71 | 0.00 | 10,728.71 |
| G3 - Meetings | | 457.22 | | 202.01 | | | | | 659.23 | 0.00 | 659.23 |
| G4 - QA/QC | | 1,371.65 | | | | | | | 1,371.65 | 0.00 | 1,371.65 |
| G5 - Project Administration | | 1,371.65 | | | | | | | 1,371.65 | | 1,371.65 |
| 0 | | | | | | | | | 0.00 | | 0.00 |
| **TOTALS** | | **8,458.53** | **0.00** | **8,282.51** | **0.00** | **2,058.21** | **0.00** | **1,163.16** | **19,962.41** | **10,825.41** | **30,787.81** |

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

**Project Name** **Frenchtown Great Streets - Main Street Extension**
**SCI Project Number** **2023-0838.10**
**Location** **St. Charles, Missouri**

**SCI Direct Costs**

| | | | Rate | | Totals |
|---|---|---|---|---|---|
| **G1 - Coordination and Field Exploration** | | | | | |
| Traffic Control, Tramar (per hour) | 16 | $ | 195.00 | $ | 3,120.00 |
| Pavement Coring (per inch) | 54 | $ | 7.00 | $ | 378.00 |
| Coring Setup, each | 6 | $ | 60.00 | $ | 360.00 |
| 4 Soil Test Borings with Sampling | 1 | $ | 4,450.00 | $ | 4,450.00 |
| Mileage | 51 | $ | 0.655 | $ | 33.41 |
| | | | **Subtotal** | | **$8,341.41** |
| **G1- Laboratory Testing** | | | | | |
| Visual Classification and Moisture Contents (ASTM D2488/D2216) | 24 | $ | 14.00 | $ | 336.00 |
| Atterberg Limit Tests (ASTM D4318) | 6 | $ | 85.00 | $ | 510.00 |
| Sieve Analysis with Percent Finer than #200 (ASTM D422) | 6 | $ | 98.00 | $ | 588.00 |
| California Bearing Ratio (CBR) | 1 | $ | 60.00 | $ | 60.00 |
| Standard Proctor (ASTM D 698) | 1 | $ | 300.00 | $ | 300.00 |
| Unconfined Compressive Strength (Qu) Test (Soil - Undisturbed) | 6 | $ | 115.00 | $ | 690.00 |
| | | | **Subtotal** | | **$2,484.00** |
| | | | **Subtotal Direct Costs** | | **$10,825.41** |

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St. Charles, Missouri 63301
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www.sciengineering.com

**Project Name** Frenchtown Great Streets - Main Street Extension
**SCI Project Number** 2023-0838.G1
**Location** St. Charles, Missouri

**Date Prepared:** August 14, 2023

| Task Item | | Sr. Geophysicist | Project Engineer I | Staff Engineer | Tech I | Tech III | GIS/CAD | Sr. Admin | Subtotal | Direct Costs | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **GPR Pavement Survey** | | | | | | | | | | | |
| GPR - Coordination/Management | | 8 | | 8 | | | | 3 | 19 | | |
| GPR - Traffic Control Coordination | | | | | 4 | | | | 4 | | |
| GPR - Pavement Thickness Mapping | | 27 | 1 | 1 | 27 | | | | 56 | | |
| GPR - Reporting | | | | | | | 8 | 2 | 10 | 5,052.40 | |
| GPR - QA/QC | | 4 | | | | | | | 4 | | |
| GPR - Conference Calls | | 2 | | | | | | | 2 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **TOTAL HOURS** | | **41** | **1** | **9** | **31** | **0** | **8** | **5** | **95** | **5,052.40** | |
| **Hourly Salary Rate (Average)** | | **52.88** | **42.47** | **30.23** | **21.18** | **23.95** | **30.80** | **29.01** | | | |
| **Direct Labor** | | **2,168.08** | **42.47** | **272.07** | **656.58** | **0.00** | **246.40** | **145.05** | **3,530.65** | | |
| **Overhead Rate** | **190.64%** | **4,133.23** | **80.96** | **518.67** | **1,251.70** | **0.00** | **469.74** | **276.52** | **6,730.83** | | |
| **FCCM** | **0.471%** | **10.21** | **0.20** | **1.28** | **3.09** | **0.00** | **1.16** | **0.68** | **16.63** | | |
| **Profit** | **14.80%** | **932.59** | **18.27** | **117.03** | **282.43** | **0.00** | **105.99** | **62.39** | **1,518.70** | | |
| **Total Labor Cost** | | **$7,244.11** | **$141.90** | **$909.06** | **$2,193.80** | **$0.00** | **$823.29** | **$484.65** | **11,796.81** | | |
| | | | | | | | | | | | |
| **TOTAL COST** | | | | | | | | | | **Total** | **16,849.21** |
| Average Rate per Classification | 2.9064 | $176.69 | $141.90 | $101.01 | $70.77 | $0.00 | $102.91 | $96.93 | | | |

| Cost per Task | | Sr. Geophysicist | Project Engineer I | Staff Engineer | Tech I | Tech III | GIS/CAD | Sr. Admin | Total Labor per Task | Direct Costs | Total Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|
| GPR - Coordination/Management | | 1,413.49 | | 808.05 | | | | 290.79 | 2,512.32 | 0.00 | 2,512.32 |
| GPR - Traffic Control Coordination | | | | | 283.07 | | | | 283.07 | 0.00 | 283.07 |
| GPR - Pavement Thickness Mapping | | 4,770.51 | 141.90 | 101.01 | 1,910.73 | | | | 6,924.15 | 5,052.40 | 11,976.55 |
| GPR - Reporting | | | | | | | 823.29 | 193.86 | 1,017.15 | 0.00 | 1,017.15 |
| GPR - QA/QC | | 706.74 | | | | | | | 706.74 | 0.00 | 706.74 |
| GPR - Conference Calls | | 353.37 | | | | | | | 353.37 | 0.00 | 353.37 |
| **TOTALS** | | **7,244.11** | **141.90** | **909.06** | **2,193.80** | **0.00** | **823.29** | **484.65** | **11,796.81** | **5,052.40** | **16,849.21** |

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

**Project Name** **Frenchtown Great Streets - Main Street Extension**
**SCI Project Number** **2023-0838.G1**
**Location** **St. Charles, Missouri**

**SCI Direct Costs**

| | | | Rate | | Totals |
|---|---|---|---|---|---|
| **Field Survey** | | | | | |
| Traffic Control, Tramar (per hour) 2 days | 16 | $ | 195.00 | $ | 3,120.00 |
| Traffic Control, Tramar Overtime (per hour) 2 days | 4 | $ | 270.00 | $ | 1,080.00 |
| GPR equipment | 2 | $ | 350.00 | $ | 700.00 |
| GPS Equipment | 2 | $ | 50.00 | $ | 100.00 |
| Mileage | 80 | $ | 0.655 | $ | 52.40 |
| | | | **Subtotal** | | **$5,052.40** |
| | | | **Subtotal Direct Costs** | | **$5,052.40** |

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**Project Name** **Frenchtown Great Streets - Main Street Improvements**
**SCI Project Number** **2023-0838**
**Location** **St. Charles, Missouri**

**Date Prepared:** **August 14, 2023**

| Task Item | | Sr. Engineer II | Project Engineer I | Staff Engineer | Field Manager I | GIS/CAD | Tech I | Sr. Admin | Subtotal | Direct Costs | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hazardous Material Screening | | 2 | | 24 | | 3 | | 8 | 37 | 857.86 | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **TOTAL HOURS** | | **2** | **0** | **24** | **0** | **3** | **0** | **8** | **37** | **857.86** | |
| **Hourly Salary Rate (Average)** | | **68.42** | **42.47** | **30.23** | **24.00** | **30.80** | **21.18** | **29.01** | | | |
| **Direct Labor** | | **136.84** | **0.00** | **725.52** | **0.00** | **92.40** | **0.00** | **232.08** | **1,186.84** | | |
| **Overhead Rate** | **190.64%** | **260.87** | **0.00** | **1,383.13** | **0.00** | **176.15** | **0.00** | **442.44** | **2,262.59** | | |
| **FCCM** | **0.471%** | **0.64** | **0.00** | **3.42** | **0.00** | **0.44** | **0.00** | **1.09** | **5.59** | | |
| **Profit** | **14.80%** | **58.86** | **0.00** | **312.08** | **0.00** | **39.75** | **0.00** | **99.83** | **510.52** | | |
| **Total Labor Cost** | | **$457.22** | **$0.00** | **$2,424.15** | **$0.00** | **$308.73** | **$0.00** | **$775.44** | **3,965.54** | | |
| | | | | | | | | | | | |
| **TOTAL COST** | | | | | | | | | | **Total** | **4,823.40** |
| Average Rate per Classification | 2.9064 | $228.61 | $0.00 | $101.01 | $0.00 | $102.91 | $0.00 | $96.93 | | | |

| Cost per Task | | Sr. Engineer II | Project Engineer I | Staff Engineer | Field Manager I | GIS/CAD | Tech I | Sr. Admin | Total Labor per Task | Direct Costs | Total Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hazardous Material Screening | | 457.22 | | 2,424.15 | | 308.73 | | 775.44 | 3,965.54 | 857.86 | 4,823.40 |
| 0 | | | | | | | | | 0.00 | 0.00 | 0.00 |
| 0 | | | | | | | | | 0.00 | 0.00 | 0.00 |
| 0 | | | | | | | | | 0.00 | 0.00 | 0.00 |
| 0 | | | | | | | | | 0.00 | | 0.00 |
| 0 | | | | | | | | | 0.00 | | 0.00 |
| **TOTALS** | | **457.22** | **0.00** | **2,424.15** | **0.00** | **308.73** | **0.00** | **775.44** | **3,965.54** | **857.86** | **4,823.40** |

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**Project Name** **Frenchtown Great Streets - Main Street Improvements**
**SCI Project Number** **2023-0838**
**Location** **St. Charles, Missouri**

**SCI Direct Costs**

| | | | Rate | Totals |
|---|---|---|---|---|
| **Hazardous Material Screening** | | | | |
| Environmental Data Resources Report | 1 | $ | 850.00 | $ 850.00 |
| Mileage | 12 | $ | 0.655 | $ 7.86 |
| | | | **Subtotal** | **$857.86** |
| | | | **Subtotal Direct Costs** | **$857.86** |

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**Project Name: Frenchtown Great Streets - Main Street**
**SCI Project Number: 2023-0383.40**
**Location**

**Date Prepared:** **February 9, 2023**

| Task Item | | Senior Scientist | Project Engineer I | Senior Archaeologist | Cultural Resource Crew Chief | Archaeological Technician | GIS/CAD | Sr. Admin | Subtotal | Direct Costs | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Archaeology Survey | | | | 40 | 40 | 32 | 12 | 8 | 132 | 446.50 | |
| Architecture Survey | | | | 24 | | | | | 24 | 20,000.00 | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **TOTAL HOURS** | | **0** | **0** | **64** | **40** | **32** | **12** | **8** | **156** | **20,446.50** | |
| **Hourly Salary Rate (Average)** | | **47.77** | **42.47** | **38.00** | **24.00** | **22.50** | **30.80** | **29.01** | | | |
| **Direct Labor** | | **0.00** | **0.00** | **2,432.00** | **960.00** | **720.00** | **369.60** | **232.08** | **4,713.68** | | |
| **Overhead Rate** | **190.64%** | **0.00** | **0.00** | **4,636.36** | **1,830.14** | **1,372.61** | **704.61** | **442.44** | **8,986.16** | | |
| **FCCM** | **0.471%** | **0.00** | **0.00** | **11.45** | **4.52** | **3.39** | **1.74** | **1.09** | **22.20** | | |
| **Profit** | **14.80%** | **0.00** | **0.00** | **1,046.12** | **412.94** | **309.71** | **158.98** | **99.83** | **2,027.58** | | |
| **Total Labor Cost** | | **$0.00** | **$0.00** | **$8,125.94** | **$3,207.61** | **$2,405.71** | **$1,234.93** | **$775.44** | **15,749.62** | | |
| | | | | | | | | | | | |
| **TOTAL COST** | | | | | | | | | | **Total** | **36,196.12** |
| Average Rate per Classification | 2.9064 | $0.00 | $0.00 | $126.97 | $80.19 | $75.18 | $102.91 | $96.93 | | | |

| Cost per Task | | Senior Scientist | Project Engineer I | Senior Archaeologist | Cultural Resource Crew Chief | Archaeological Technician | GIS/CAD | Sr. Admin | Total Labor per Task | Direct Costs | Total Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Archaeology Survey | | | | 5,078.71 | 3,207.61 | 2,405.71 | 1,234.93 | 775.44 | 12,702.39 | 446.50 | 13,148.89 |
| Architecture Survey | | | | 3,047.23 | | | | | 3,047.23 | 20,000.00 | 23,047.23 |
| 0 | | | | | | | | | 0.00 | 0.00 | 0.00 |
| 0 | | | | | | | | | 0.00 | 0.00 | 0.00 |
| 0 | | | | | | | | | 0.00 | | 0.00 |
| 0 | | | | | | | | | 0.00 | | 0.00 |
| **TOTALS** | | **0.00** | **0.00** | **8,125.94** | **3,207.61** | **2,405.71** | **1,234.93** | **775.44** | **15,749.62** | **20,446.50** | **36,196.12** |

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**Project Name:** **Frenchtown Great Streets - Main Street**
**SCI Project Number** **2023-0838.40**
**Location** **St. Charles, Missouri**

| **SCI Direct Costs** | | **Units** | | **Rate** | **Totals** |
|---|---|---|---|---|---|
| **Archaeology Survey** | | | | | |
| | Arrow GPS | 5 | $ | 50.00 | 250.00 |
| | Mileage | 300 | $ | 0.655 | 196.50 |
| | | | | **Total** | **$446.50** |
| **Architecture Survey** | | | | | |
| | Architectural Historian (Hours) | 100 | $ | 200.00 | 20,000.00 |
| | | | | **Subtotal** | **$20,000.00** |
| | | | | **Total** | **$20,446.50** |

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**St. Charles, Missouri 63301**
**636-949-8200**
**www.sciengineering.com**

## ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Frenchtown Great Streets –Main St. Extension – Consulting Services

Project Number: 2023-0838.10, .20, .40, .G0 / TJB, BKB, BMC, EVT

Date: August 17, 2023

Fee: Hourly basis in accordance with the enclosed CPFF Estimates

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

**Accepted By:**

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

**Party responsible for payment: (if different than Accepted By)**

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

**Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)**

| Company and Contact Name: | Address (Printed) or Email (Electronic): | No. Printed Reports |
|---|---|---|
| | | |
| | | |
| | | |

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**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.**

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**www.sciengineering.com**

## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

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compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

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# Important Information about This

# Geotechnical Engineering Proposal

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

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have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

## Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

## Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

## Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.

ASFE
THE BEST PEOPLE ON EARTH
8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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# Schedule C
# Main Street Extension
# SWT Fee / Hours

| Task I.D. # | Task Description | Hours | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Partner (Bonnie Roy) | Senior Associate (Klaus Rausch) | Associate | Staff I (Briana Coleman) | Associate (Wes Haid) | Admin (Gary Collins) | Admin (Mindy Tobias) | | | Total Hours | |
| | **2022 AVG. DIRECT LABOR RATES** | **$ 65.38** | **$ 38.46** | **$ -** | **$ 28.85** | **$ 32.69** | **$ 50.48** | **$ 25.00** | | | | |
| | | | | | | | | | | | | |
| **1** | **PROJECT START UP** | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Project Coordination | 4 | 2 | | | | | | | | 6 | |
| | Kick off Meeting(s) / one meetings | 4 | 4 | | | 3 | | | | | 11 | |
| | Site Walk with Project Team | 6 | 6 | | | 6 | | | | | 18 | |
| | | | | | | | | | | | 0 | |
| | **SUBTOTAL** | 14 | 12 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | | 35 |
| **2** | **PUBLIC OUTREACH** | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Public Involvement / Stakeholder Engagement | | | | | | | | | | 0 | |
| | Public Involvement Plan | 4 | 2 | | | | | | | | 6 | |
| | Stakeholder Coordination | 4 | 4 | | | | | | | | 8 | |
| | TAC/CAC Development and Meetings | 8 | 8 | | | | | | | | 16 | |
| | Community Engagement Facilitation | 12 | 4 | | | 12 | | | | | 28 | |
| | Narrative and Graphic support for website | 2 | 4 | | | 8 | | | | | 14 | |
| | Stakeholder coordination with local municipalities (up to 3 meetings) | 9 | 12 | | | | | | | | 21 | |
| | Engagement Summaries | 4 | | | | 4 | | | | | 8 | |
| | Administration | | | | | | | | | | 0 | |
| | Project Reporting | 3 | 3 | | | | 24 | | | | 30 | |
| | **SUBTOTAL** | 46 | 37 | 0 | 0 | 24 | 24 | 0 | 0 | 0 | | 131 |
| **3** | **PRELIMINARY LANDSCAPE DESIGN** | | | | | | | | | | | |
| | | | | | | | | | | | 0 | |
| | Review of corridor topographic and utility survey | 1 | 2 | | | 2 | | | | | 5 | |
| | Review of parking study results | | 1 | | | | | | | | 1 | |
| | Planning Workshop | 8 | 8 | | | 12 | | | | | 28 | |
| | 2020 Great Streetscape review / incorp. Into design concepts | 4 | 8 | | | 8 | | | | | 20 | |
| | Typical Roadway Sections / Concept Development | 4 | 8 | | | 12 | | | | | 24 | |
| | Stormwater Mangement Structures | 2 | 4 | | | 4 | | | | | 10 | |
| | Bicycle lane development | | | | | | | | | | 0 | |
| | Green Way Connection | 2 | 2 | | | 2 | | | | | 6 | |
| | Bus/Trolley Station study | 2 | 2 | | | 2 | | | | | 6 | |
| | Preliminary lighting plans | 2 | 2 | | | 6 | | | | | 10 | |
| | Preliminary street furniture design | 2 | 4 | | | 4 | | | | | 10 | |
| | Preliminary landscape typologies | 2 | 8 | | | 20 | | | | | 30 | |
| | Preliminary Plans & Specifications | 6 | 6 | | | 16 | | | | | 28 | |
| | Preliminary cost estimate | | 4 | | | 10 | | | | | 14 | |
| | Graphic Renderings (3) | 4 | 10 | | | 40 | | | | | 54 | |
| | QA/QC | 1 | 4 | | | | | | | | 5 | |
| | **SUBTOTAL** | 40 | 73 | 0 | 0 | 138 | 0 | 0 | 0 | 0 | | 251 |

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# Schedule C
# Main Street Extension
# SWT Fee / Hours

| | | Hours | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task I.D. # | Task Description | Partner (Bonnie Roy) | Senior Associate (Klaus Rausch) | Associate | Staff I (Briana Coleman) | Associate (Wes Haid) | Admin (Gary Collins) | Admin (Mindy Tobias) | | | Total Hours | |
| **4** | **FINAL PLANS AND DOCUMENTS** | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Preparation of Final Plans | | | | | | | | | | 0 | |
| | General Notes | | 1 | | | 4 | | | | | 5 | |
| | Summary of Quantities | | 1 | | | 8 | | | | | 9 | |
| | Typical Sections | | 6 | | | 10 | | | | | 16 | |
| | Construction Details | | 6 | | | 10 | | | | | 16 | |
| | Architectural Enhancement Details | 2 | 4 | | | 10 | | | | | 16 | |
| | Landscape and Street Furniture Details | 1 | 4 | | | 12 | | | | | 17 | |
| | Submittal of Final Plans and Documents | | 2 | | | 6 | | | | | 8 | |
| | Cost opinion estimate | | 4 | | | 12 | | | | | 16 | |
| | Revisions and submittal of Final Plans - Response to comments | 1 | 2 | | | 8 | | | | | 11 | |
| | Submittal of Final Plans and Documents to MoDOT | | 2 | | | 4 | | | | | 6 | |
| | Revisions and submittal of Final Plans - Response to MoDOT comments | 1 | 2 | | | 8 | | | | | 11 | |
| | Updates to graphic renderings to reflect final plans | 2 | 2 | | | 20 | | | | | 24 | |
| | QA/QC | 1 | 6 | | | 8 | | | | | 15 | |
| | Assist during Bidding | 1 | 10 | | | 10 | | | | | 21 | |
| | | | | | | | | | | | 0 | |
| | **SUBTOTAL** | 9 | 52 | 0 | 0 | 130 | 0 | 0 | 0 | 0 | | 191 |
| | **TOTAL HOURS** | **109** | **174** | **0** | **0** | **301** | **24** | **0** | **0** | **0** | **0** | **608** |
| | | | | | | | | | | | | |
| | **AVG. DIRECT LABOR RATES (ESCALATED)** | **$ 65.38** | **$ 38.46** | **$ 33.65** | **$ 28.85** | **$ 32.69** | **$ 50.48** | **$ 25.00** | **$ -** | **$ -** | | |
| | **TOTAL COST** | **$ 7,126.42** | **$ 6,692.04** | **$ -** | **$ -** | **$ 9,839.69** | **$ 1,211.52** | **$ -** | **$ -** | **$ -** | | **$ 24,869.67** |

Annual Labor Escalation % 3%

| Labor Rate Escalation Factor | Effort by year |
|---|---|
| 2024 | 40.00% |
| 2025 | 30.00% |
| 2026 | 30.00% |
| 2027 | 0.00% |
| Total | 100.00% |

Labor Escalation Factor = 1.0273

| | | |
|---|---|---|
| Labor | | $24,869.67 |
| Overhead (197.84%) | | $55,036.58 |
| | Subtotal | $79,906.25 |
| Fixed Fee (12.0%) | | $9,588.75 |
| | Subtotal | $89,495.00 |
| FCCM (0%) | | $0.00 |
| | Subtotal | $89,495.00 |
| Direct Costs | | $300.00 |
| | Project Total | $89,795.00 |

**TOTAL PROJECT FEE $89,795.00**

**SWT FEE $89,795.00**

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**EXHIBIT C - SCHEDULE OF FEES**
**TREKK DESIGN GROUP**
**City of St. Charles Proj. No. 23ENGST3**
**TREKK Proj. No. 23-0389**
**Main Street Extension**
**8/14/2023**

| **Direct Salary Classification** | **Hourly Rate** | | **Estimated Hours** | **Total Labor Cost** |
|---|---|---|---|---|
| Principal | $ 70.00 | @ | 9.00 | $ 630.00 |
| Project Manager | $ 66.50 | @ | 152.00 | $ 10,108.00 |
| Prof. Engineer III | $ 48.50 | @ | 297.00 | $ 14,404.50 |
| Project Engineer II | $ 36.50 | @ | 100.00 | $ 3,650.00 |
| Project Designer I | $ 46.50 | @ | 136.00 | $ 6,324.00 |
| Admin | $ 33.50 | @ | 8.00 | $ 268.00 |
| **Subtotal** | | | 702 | $ 35,384.50 |
| Overhead Rate @ 183.29% | | | | $ 64,856.25 |
| Fixed Fee @ 14.3% | | | | $ 14,334.43 |
| FCCM @ 1.63% | | | | $ 576.77 |
| **Subtotal** | | | | $ 115,151.95 |
| **Direct Expenses** | | | | |
| Vehicles | | | | |
| Personal and Company Cars | 132 | @ | $ 0.655 per mile | $ 86.46 |
| **TOTAL ESTIMATED FEE** | | | | **$ 115,238.41** |

**ESTIMATED HOURS**

TREKK Design Group
City of St. Charles Proj. No. 23ENGST3
TREKK Proj. No. 23-0389
Main Street Extension

| CLASSIFICATION | Principal | Project Manager | Prof. Engineer II | Prof. Engineer I | Prof. Engineer III | Project Designer I | Project Engineer II | Prof. Land Surveyor II | Survey Technician I | Survey Crew | Admin | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 1 - Project Administration** | | | | | | | | | | | | |
| General Project Administration | | 16 | | | | | | | | | 8 | |
| | | | | | | | | | | | | |
| **Task 1 - Subtotal** | **0** | **16** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **8** | **24** |
| | | | | | | | | | | | | |
| **Task 3 - Conceptual Study** | | | | | | | | | | | | |
| Coordination & Meetings | | 4 | | | | | | | | | | |
| Information for design criteria memo | | 2 | | | | | | | | | | |
| Review of Proposed Storm Sewers & Record Plans | | 2 | | | 6 | | | | | | | |
| Field Visit | | 3 | | | 3 | | | | | | | |
| Proposed Storm Sewer Design (two alternatives) | 1 | 4 | | | 24 | | 12 | | | | | |
| Proposed Green Infrastructure Design (two alternatives) | 1 | 4 | | | 16 | | 8 | | | | | |
| Quantities & Cost Estimate | | 4 | | | 8 | 4 | | | | | | |
| Quality Control | 1 | 4 | | | | | | | | | | |
| | | | | | | | | | | | | |
| **Task 3 - Subtotal** | **3** | **27** | **0** | **0** | **57** | **4** | **20** | **0** | **0** | **0** | **0** | **111** |
| | | | | | | | | | | | | |
| **Task 4 - Preliminary Plans** | | | | | | | | | | | | |
| Coordination & Meetings with Design Team & City | | 4 | | | 4 | | | | | | | |
| Landscape and Roadway Coordination | | 4 | | | 2 | | | | | | | |
| Storm Sewer Coordination | | 4 | | | | | | | | | | |
| Storm Sewer Design | | | | | | | | | | | | |
| Drainage Areas | | 2 | | | 8 | | | | | | | |
| Calculate Runoff | | 2 | | | 8 | | | | | | | |
| Perform hydraulic calculations for closed drainage systems | | 4 | | | 40 | | 40 | | | | | |
| Preliminary Sheets for Storm Sewer | | | | | | | | | | | | |
| Plan Sheet | | 2 | | | 8 | 24 | | | | | | |
| Storm Sewer Profiles | | 2 | | | 8 | 24 | | | | | | |
| Green Infrastructure Design | | | | | | | | | | | | |
| Drainage Areas | | | | | 8 | | 12 | | | | | |
| BMP Calculations | | | | | 16 | | 8 | | | | | |
| Preliminary Sheets for Green Infrastructure | | | | | | | | | | | | |
| Drainage Areas | | | | | 4 | 8 | | | | | | |
| Typical Sections | | | | | 2 | 4 | | | | | | |
| BMP Details | | | | | 2 | 4 | | | | | | |
| Stormwater Design Report | | 4 | | | 8 | | | | | | | |
| Form 6-4 | | 4 | | | | | | | | | | |
| Form 6-5 (14) | | 2 | | | 8 | | | | | | | |
| BMP Operations and Maintenance Plan | | 2 | | | 8 | | | | | | | |
| Quantities & Cost Estimate | | | | | 8 | 8 | | | | | | |
| Quality Control | 2 | 8 | | | | | | | | | | |
| Address Comments | | 8 | | | 16 | 8 | | | | | | |
| | | | | | | | | | | | | |
| **Task 4 - Subtotal** | **2** | **52** | **0** | **0** | **158** | **80** | **60** | **0** | **0** | **0** | **0** | **352** |
| | | | | | | | | | | | | |

**ESTIMATED HOURS**

TREKK Design Group
City of St. Charles Proj. No. 23ENGST3
TREKK Proj. No. 23-0389
Main Street Extension

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 5 - Right of Way Plans** | | | | | | | | | | | | |
| Coordination & Meetings | | 2 | | | | | | | | | | |
| Update TCE/easement limits for drainage impacts | | 1 | | | 6 | | | | | | | |
| Quantities & Cost Estimate | | 2 | | | 4 | | | | | | | |
| Quality control | 1 | 4 | | | | | | | | | | |
| Address comments | | 2 | | | 4 | | | | | | | |
| | | | | | | | | | | | | |
| **Task 5 - Subtotal** | **1** | **11** | **0** | **0** | **14** | **0** | **0** | **0** | **0** | **0** | **0** | **26** |
| | | | | | | | | | | | | |
| **Task 6 - Final Plans** | | | | | | | | | | | | |
| Coordination & Meetings | | 8 | | | | | | | | | | |
| Landscape and Roadway Coordination | 1 | 2 | | | | | | | | | | |
| Storm Sewer Coordination | 1 | 2 | | | | | | | | | | |
| Summary of Quantities | | 2 | | | 4 | 4 | | | | | | |
| Storm Sewer Design | | 2 | | | 16 | 16 | | | | | | |
| Final Sheets for Storm Sewer | | | | | 8 | 16 | | | | | | |
| Green Infrastructure Design | | 2 | | | 4 | | 8 | | | | | |
| Final Sheets for Green Infrastructure | | | | | 4 | 4 | | | | | | |
| Stormwater Hydraulic Report | | 2 | | | 16 | | 8 | | | | | |
| Update to BMP Reports | | | | | 4 | | 4 | | | | | |
| Quantities & Cost Estimate | | 2 | | | 4 | 4 | | | | | | |
| Job Special Provisions | | 4 | | | | | | | | | | |
| Quality Control | 1 | 8 | | | | | | | | | | |
| Address Comments | | 4 | | | 8 | 8 | | | | | | |
| | | | | | | | | | | | | |
| **Task 6 - Subtotal** | **3** | **38** | **0** | **0** | **68** | **52** | **20** | **0** | **0** | **0** | **0** | **181** |
| | | | | | | | | | | | | |
| **Task 10 - Bidding & Construction** | | | | | | | | | | | | |
| Respond to Questions | | 8 | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **Task 10 - Subtotal** | **0** | **8** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **8** |
| | | | | | | | | | | | | |
| **Total Estimated Hours** | **9** | **152** | **0** | **0** | **297** | **136** | **100** | **0** | **0** | **0** | **8** | **702** |

Assumptions & Exclusions:

1 Coordination meetings will be virtual
2 Two in person meetings with the City.
3 Green Infrastructure Design included for full length of project.
4 Design of 7 rain gardens.
5 Design of 7 pervious paver parking areas.
6 No HEC RAS analysis will be performed.
7 BMP plantings and signage not included.
8 No survey or geotechnical scope included.

**ATTACHMENT C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

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**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from

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the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**ATTACHMENT D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

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**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

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debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**Attachment E**
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT’s External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT’s External Civil Rights Division.

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6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

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8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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# Attachment F – Fig. 136.4.15
# Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

**Firm Name (Consultant): Crawford, Murphy & Tilly, Inc.**

**Project Owner (LPA):** City of St. Charles, Missouri

**Project Name:** Frenchtown Great Streets – Main Street Extension

**Project Number:** City Proj. No. 23ENGST3

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

| LPA | Consultant |
|---|---|
| Printed Name:_____ | Printed Name: R. Jay Rakers |
| Signature:_____ | Signature:_____ |
| Date: _____ | Date: October 5, 2023 |

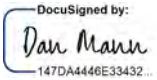
## Certificate Of Completion

Envelope Id: 8B021C5F-E5A3-4C41-A888-6426369F04E6
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_CC 5/20_23ENGST3 MAIN ST EXT_CMT
Source Envelope:
Document Pages: 160
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

## Record Tracking

Status: Original
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Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dan Mann<br>daniel.mann@stcharlescitymo.gov<br>Director of Engineering<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>147DA4446E33432...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.168.79<br>Signed using mobile | Sent: 5/14/2025 9:55:57 AM<br>Viewed: 5/14/2025 2:24:15 PM<br>Signed: 5/14/2025 2:24:28 PM |
| Willie Hantack<br>William.Hantack@stcharlescitymo.gov<br>Audit & Accounting Manager<br>City of Saint Charles, MO<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/14/2025 2:24:32 PM<br>Resent: 5/14/2025 3:28:30 PM<br>Viewed: 5/14/2025 3:31:34 PM<br>Signed: 5/14/2025 3:32:42 PM |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>  <br>CA2B397B773142A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/14/2025 3:32:45 PM<br>Viewed: 5/14/2025 3:43:42 PM<br>Signed: 5/14/2025 3:44:18 PM |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/14/2025 3:44:23 PM<br>Viewed: 5/14/2025 3:49:21 PM<br>Signed: 5/14/2025 3:49:52 PM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Holly Magdziarz<br>25D56664397942C...<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/14/2025 3:49:56 PM<br>Viewed: 5/14/2025 3:52:18 PM<br>Signed: 5/14/2025 3:52:25 PM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Jennifer O'Connor<br>C5FB3E8A40BE40D...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 107.119.41.67<br>Signed using mobile | Sent: 5/14/2025 3:52:29 PM<br>Viewed: 5/14/2025 6:06:28 PM<br>Signed: 5/14/2025 6:07:06 PM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Lawrence S. Dobrosky, Jr.<br>3E05A81A58094AA...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/14/2025 6:07:12 PM<br>Viewed: 5/15/2025 11:19:53 AM<br>Signed: 5/15/2025 11:20:06 AM |
| Kimberly Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>city clerk...<br>City of Saint Charles, MO<br>Delegate Of: Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/15/2025 11:20:11 AM<br>Viewed: 5/15/2025 12:18:38 PM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br><br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/14/2025 6:07:11 PM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/14/2025 9:55:57 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

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Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Engineering | **Department Contact:** | Jonathan Silver/Grace C |
| **Vendor Name & NWS#:** | MIDWEST SERVICE GROUP/ #20410 | | |
| **Description/Purpose:** | Authorization to execute a supplemental agreement with the Midwest Service Group for the City Centre Complex Project in an amount not to exceed $58,902.89, total contract not to exceed $117,402.89. | | |
| **Account #:** | 401-502-502-872-101 $58,902.89 | | |
| **Project #:** | 24ENG1 | | |
| **Amount of this Routing:** | $ 58,902.89 | **Change PO #:** | 2025-296 |
| **Contract Type:** | Contract Amendment | **N/A** | Coop#: |
| **Contract Term:** | to completion of contract | **Renewal Options:** | |
| **If Renewal or Amendment: C#** | 25-061 | **Amendment #** | 2 **Renewal #** N/A |
| **Original Contract Value:** | $ 36,280.00 | **Total of Previous Amendments:** | $ 22,220.00 |
| **Total Contract Value:** | $ 117,402.89 | | |

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Dan Mann | DocuSigned by: Dan Mann 5/8/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann 5/12/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 5/12/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor 5/12/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 5/13/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):** 1 **Sponsor(s):** CONSENT AGENDA

**Description:**
Authorization to execute a supplemental agreement #2 with the Midwest Service Group for the City Centre Complex Project in an amount not to exceed $58,902.89, total contract not to exceed $117,402.89.

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

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

**Summary:**
Additional destructive testing for asbestos and other hazardous materials was performed after the purchase of Building 93. The fire doors and additional paneling that was covered up tested positive for asbestos. These items need to be abated before the building can be demolished. The change order will add these items to Midwest Service Group's the scope of work and allow them to properly remove the additional asbestos and hazardous materials from the building.

**Staff recommends approval of this change order.**

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
**Fiscal Impact:** 58,902.89 **Change PO #:** 2025-296
**Account #:** 401-502-502-872-101 $58,902.89

**Project #:** 24ENG1

RCA prepared by: JS/GC Dept. Dir. DM Finance Dir. MP Dir. of Admin. LSD

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# AIA® Document G701® – 2017

## Change Order

| PROJECT: *(Name and address)* | CONTRACT INFORMATION: | CHANGE ORDER INFORMATION: |
|---|---|---|
| St. Charles City - Hazardous Material Abatement<br>620 N. 2nd Street<br>St. Charles, MO 63301 | Contract For: Abatement<br><br>Date: 3/5/2025 | Change Order Number: 002<br><br>Date: 4/25/25 |
| **OWNER:** *(Name and address)* | **ARCHITECT:** *(Name and address)* | **CONTRACTOR:** *(Name and address)* |
| City of St. Charles<br><br>200 N. 2nd Street<br>St. Charles, MO 63301 | JEMA<br><br>2823 Olive Street<br>St. Louis, MO 63103 | American Asbestos Abatement LLC dba Midwest Service Group<br>570 Turner Blvd.<br>St. Peters, MO 63376 |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Abate and properly dispose of 2,350 SF Transite paneling on exterior wall, west storage rooms under 2nd St., North wall of Bldg 93. - $17,000
Abate and properly dispose of 1,050 SF wall insulation board, 2nd floor, electrical room near service elevator. - $12,650
Abate and properly dispose of 20 LF TSI and 11 mudded fiitings locatred at west wall rooms under 2nd St. - $1,240
Abate and properly dispose of 16 fire door frames with insulation and fire hut at stair landing in Building 93. - $10,612.89
Disposal costs for added ballasts in Building 93 on a not to exceed basis. - $16,000
Cost to abate and dispose of heat pads and to install safety railing. - $1,400
Total - $58,902.89

This Change Order also clarifies and documents the notice to proceed timeline along with added scope timeline. Notice to proceed was 3/11/25 with a 20 calendar day duration with a completion date of 3/30/25. The overall added scope has added 40 calendar days with a final completion date of 5/9/25.

| | | |
|---|---|---|
| The original Contract Sum was | $ | 36,280.00 |
| The net change by previously authorized Change Orders | $ | 22,220.00 |
| The Contract Sum prior to this Change Order was | $ | 58,500.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ | 58,902.89 |
| The new Contract Sum including this Change Order will be | $ | 117,402.89 |

The Contract Time will be increased by forty (40) days.
The new date of Substantial Completion will be 5/9/25

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

| CONTRACTOR | OWNER |
|---|---|
| American Asbestos Abatement LLC dba Midwest Service Group | City of St. Charles |
| **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| **SIGNATURE** | **SIGNATURE** |
| Corey Elliott VP | |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| 4/25/25 | |
| **DATE** | **DATE** |

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**User Notes:** (3B9ADA44)

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# 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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor
C5FB3E8A40BE40D...

5/12/2025

Director of Finance — Date

Jennifer O'Connor

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

American Asbestos Abatement dba
**Midwest Service Group**

570 TURNER BLVD.
ST. PETERS, MISSOURI 63376
(636) 626-2777
FAX (636) 926-7802

100% Women's Business Enterprise

March 26, 2025

Mr. Tom Sorcabal
Navigate Building Solutions
8419 Manchester Road
Brentwood, MO 63144

Dear Mr. Sorcabal:

*Request For Change*

Midwest Service Group is pleased to submit the following request for change for the labor, materials, equipment, and insurance required to complete the removal and disposal of asbestos materials discovered by SCI additional asbestos sampling within Building 93. Quantities and description of work provided below:

1,050 SF ACM Wall Board Insulation 2nd floor electrical room near service elevator. Full negative pressure containment, 3 stage de-con to complete abatement of these friable materials. 3rd party final air clearances to be provided by owner.

2,350 SF transite paneling located on exterior soffit, West storage rooms under 2nd Street, North Wall of Building 93 extending into Sawtooth Building, and above 1 warehouse door in Building 93. Completed as intact removal.

20 LF ACM pipe insulation and 11 ACM TSI pipe fittings West Storage room under 2nd Street. Completed via glovebag removal methods.

**EXCLUSIONS**

3rd Party Air Monitoring / Final Air Clearances
Any waterproofing of sawtooth building where transite paneling is removed

AGREEMENT

| | | |
|---|---|---|
| CLIENT: | City of St. Charles | |
| PROJECT: | St. Charles City – Hazardous Materials Abatement of Building 93 (Fire Doors) | |
| COST: | **Abatement ACM wall insulation board removal and disposal is request for change:** | **$12,650.00** |
| | **Abatement ACM transite paneling removal and disposal is request for change:** | **$17,000.00** |
| | **Abatement TSI Pipe Insulation removal and disposal is request for change Unit Cost:** | **$1,240.00** |
| | **Total Request for Change:** | **$30,890.00** |
| TERMS: | Net 30 days. A 1 1/2% per month interest charge will be assessed on accounts past due. | |
| TERMS & CONDITIONS: | **SEE ATTACHED. THIS PROPOSAL IS NULL & VOID WITHOUT ACCEPTANCE OF THE TERMS & CONDITIONS** | |
| TIMING: | This proposal is firm for 45 days. Reconsideration will apply beyond this period. | |
| STANDARDS: | All work detailed in this proposal will be performed in accordance with State, local, EPA, and OSHA regulations. | |

If this proposal is acceptable, please sign and return it to my attention. Should you have any questions, please contact me at (636) 926-7800. We look forward to performing this service for you.

Sincerely,
MIDWEST SERVICE GROUP

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $2,072.00 |
| LABOR CHARGES | | $9,252.00 |
| DISPOSAL / LULL RENTAL | | $1,326.00 |
| TOTAL | | $12,650.00 |

ACM Wallboard Insulation C.O.R.

PM SIGNATURE

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $938.00 |
| LABOR CHARGES | | $14,220.00 |
| DISPOSAL / LIFT RENTAL | | $1,842.00 |
| TOTAL | | $17,000.00 |

ACM Transite Paneling C.O.R.

PM SIGNATURE

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American Asbestos Abatement dba
**Midwest Service Group**

570 TURNER BLVD.
ST. PETERS, MISSOURI 63376
(636) 626-2777
FAX (636) 926-7802

**100% Women's Business Enterprise**

April 8, 2025

Mr. Tom Sorcabal
Navigate Building Solutions
8419 Manchester Road
Brentwood, MO 63144

Dear Mr. Sorcabal:

***Request For Change***

Midwest Service Group is pleased to submit the following request for change for the labor, materials, equipment, and insurance required to complete the removal and disposal of asbestos materials discovered by SCI additional asbestos sampling within Building 93. Quantities and description of work provided below:

16 Door Openings where jambs/frames have asbestos containing packing material.

**EXCLUSIONS**

3rd Party Air Monitoring / Final Air Clearances

AGREEMENT

| | |
|---|---|
| CLIENT: | City of St. Charles |
| PROJECT: | St. Charles City – Hazardous Materials Abatement of Building 93 (Fire Doors Openings) |
| COST: | **Abatement ACM jamb/frame removal and disposal is request for change:** ~~**$5,385.65**~~ $4,980.65 |
| TERMS: | Net 30 days. A 1 1/2% per month interest charge will be assessed on accounts past due. |
| TERMS & CONDITIONS: | **SEE ATTACHED. THIS PROPOSAL IS NULL & VOID WITHOUT ACCEPTANCE OF THE TERMS & CONDITIONS** |
| TIMING: | This proposal is firm for 45 days. Reconsideration will apply beyond this period. |
| STANDARDS: | All work detailed in this proposal will be performed in accordance with State, local, EPA, and OSHA regulations. |

If this proposal is acceptable, please sign and return it to my attention. Should you have any questions, please contact me at (636) 926-7800. We look forward to performing this service for you.

Sincerely,
MIDWEST SERVICE GROUP

Tim Scott
Project Manager

Accepted: _____ Date: _____

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $696.65 |
| LABOR CHARGES | | $4,284.00 |
| DISPOSAL / LIFT RENTAL | | ~~$405.00~~ |
| TOTAL | | ~~$5,385.65~~ |

$4,980.65

Lift and dumpster onsite.

PM SIGNATURE 4/8/25

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

American Asbestos Abatement dba
**Midwest Service Group**

570 TURNER BLVD.
ST. PETERS, MISSOURI 63376
(636) 926-2777
FAX (636) 926-7802

**100% Women's Business Enterprise**

April 14, 2025

Mr. Tom Sorcabal
Navigate Building Solutions
8419 Manchester Road
Brentwood, MO 63144

Dear Mr. Sorcabal:

***Request For Change***

Midwest Service Group is pleased to submit the following request for change for the labor, materials, equipment, and insurance required to complete the removal and disposal of asbestos materials located at the stairwell landing hut walls. Quantities and description of work provided below:

Stairwell Landing Hut Walls - Packing Material Abatement

**EXCLUSIONS**

3rd Party Air Monitoring / Final Air Clearances

AGREEMENT

| | | |
|---|---|---|
| CLIENT: | City of St. Charles | |
| PROJECT: | St. Charles City – Hazardous Materials Abatement of Building 93 | |
| COST: | **Abatement wall packing material removal and disposal is request for change:** | **$5,632.24** |
| TERMS: | Net 30 days. A 1 1/2% per month interest charge will be assessed on accounts past due. | |
| TERMS & CONDITIONS: | **SEE ATTACHED. THIS PROPOSAL IS NULL & VOID WITHOUT ACCEPTANCE OF THE TERMS & CONDITIONS** | |
| TIMING: | This proposal is firm for 45 days. Reconsideration will apply beyond this period. | |
| STANDARDS: | All work detailed in this proposal will be performed in accordance with State, local, EPA, and OSHA regulations. | |

If this proposal is acceptable, please sign and return it to my attention. Should you have any questions, please contact me at (636) 926-7800. We look forward to performing this service for you.

Fire Frames - $4,980.65
Fire Hut - $5,632.24
Total - $10,612.89

Sincerely,
MIDWEST SERVICE GROUP

Tim Scott
Project Manager

Accepted: _____ Date: _____

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $943.24 |
| LABOR CHARGES | | $4,284.00 |
| DISPOSAL | | $405.00 |
| TOTAL | | $5,632.24 |

PM SIGNATURE_____

# T & M MATERIALS/EQUIPMENT PRICING LIST



| PREP/REMOVAL ITEMS | QUANTITY USED | UNIT PRICE | EXTENDED COST |
|---|---|---|---|
| DANGER SIGNS-PER SIGN | 5.00 | $0.30 | $1.50 |
| DANGER TAPE-PER ROLL | 1.00 | $10.00 | $10.00 |
| CAUTION TAPE-PER ROLL | 1.00 | $10.00 | $10.00 |
| DUCT TAPE 2"-PER ROLL | 0.00 | $8.00 | $0.00 |
| DUCT TAPE 3"-PER ROLL | 10.00 | $10.00 | $100.00 |
| SPRAY GLUE-PER CAN | 0.00 | $5.00 | $0.00 |
| DANGER BAGS-PER BAG | 0.00 | $1.00 | $0.00 |
| CLEAR BAGS 4MIL.-PER BAG | 0.00 | $1.00 | $0.00 |
| GLOVE BAGS (44X60)-PER BAG | 0.00 | $9.33 | $0.00 |
| GLOVE BAGS (60X72)-PER BAG | 0.00 | $12.33 | $0.00 |
| POLY 6 MIL.-PER ROLL | 2.00 | $84.00 | $168.00 |
| POLY 4 MIL.-PER ROLL | 0.00 | $75.00 | $0.00 |
| BLACK POLY-PER ROLL | 0.00 | $81.00 | $0.00 |
| DANGER STICKER | 10.00 | $0.15 | $1.50 |
| DOT (9) STICKER | 10.00 | $0.15 | $1.50 |
| 55 GALLON FIBER DRUMS | 10.00 | $12.00 | $120.00 |
| **DECON. ITEMS** | | | |
| HOT WATER HEATER | 0.00 | $35.00 | $0.00 |
| PORTA SHOWER | 0.00 | $70.00 | $0.00 |
| )P UP CHAMBER & POLES | 0.00 | $75.00 | $0.00 |
| 4OWER PUMP | 0.00 | $40.00 | $0.00 |
| ATER HOSES | 0.00 | $10.00 | $0.00 |
| ASHER MACHINE HOSE | 0.00 | $5.00 | $0.00 |
| OSE WASHERS | 0.00 | $5.00 | $0.00 |
| FLON THREAD TAPE | 0.00 | $1.00 | $0.00 |
| TH SOAP/SHAMPOO | 0.00 | $5.00 | $0.00 |
| TH TOWEL | 0.00 | $0.28 | $0.00 |
| OSE NOZZLE | 0.00 | $4.00 | $0.00 |
| OSE Y'S | 0.00 | $4.00 | $0.00 |
| MICRON SHOWER FILTERS | 0.00 | $5.00 | $0.00 |
| MICRON SHOWER FILTERS | 0.00 | $5.00 | $0.00 |
| ) MICRON SHOWER FILTERS | 0.00 | $5.00 | $0.00 |
| EWING WINDOW | 0.00 | | $0.00 |
| ANOMETER | 0.00 | $40.00 | $0.00 |

| HAND TOOLS | QUANTITY USED | UNIT PRICE | EXTENDED COST |
|---|---|---|---|
| FLOOR TILE SPUDS | 0.00 | $5.00 | $0.00 |
| SHOVELS | 1.00 | $5.00 | $5.00 |
| PUSH BROOM | 0.00 | $5.00 | $0.00 |
| HOUSE BROOM | 0.00 | $5.00 | $0.00 |
| SQUEEGE | 0.00 | $9.00 | $0.00 |
| MOP HANDLE | 0.00 | $5.00 | $0.00 |
| MOP HEADS-PER HEAD | 0.00 | $4.50 | $0.00 |
| MOP BUCKET | 0.00 | $5.00 | $0.00 |
| CROW BARS | 0.00 | $5.00 | $0.00 |
| FLAT BARS | 0.00 | $5.00 | $0.00 |
| DEMO BARS | 0.00 | $5.00 | $0.00 |
| WOOD SPUD HOES | 0.00 | $15.00 | $0.00 |
| DUST PANS | 0.00 | $5.00 | $0.00 |
| FOX TAIL BROOM | 0.00 | $5.00 | $0.00 |
| WIRE TOOTH BRUSHES | 0.00 | $1.50 | $0.00 |
| WIRE BRUSHES | 0.00 | $2.00 | $0.00 |
| GREEN SCRATCH PADS | 0.00 | $0.32 | $0.00 |
| TIE WIRE | 0.00 | $10.00 | $0.00 |
| FLASHLIGHT | 0.00 | $2.00 | $0.00 |
| HOSE NOZZLE | 0.00 | $4.00 | $0.00 |
| HUDSON SPRAYER PUMP | 0.00 | $24.00 | $0.00 |
| 30 GALLON MULTIPLE SPRAYER | 0.00 | $25.00 | $0.00 |
| KNIFE BLADES | 0.00 | $0.79 | $0.00 |
| 4" RAZOR SCRAPER | 0.00 | $5.24 | $0.00 |
| 4" SCRAPER BLADES | 0.00 | $2.04 | $0.00 |
| **CARTS** | | | |
| LABOR CARTS | 0.00 | $25.00 | $0.00 |
| FLAT CART | 0.00 | $20.00 | $0.00 |
| MOVING DOLLY | 0.00 | $10.00 | $0.00 |
| DRUM DOLLY | 0.00 | $10.00 | $0.00 |
| DRYWALL CART | 0.00 | $10.00 | $0.00 |
| WHEEL BARROW | 0.00 | $5.00 | $0.00 |
| | | | |
| | | | |

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| POWER SUPPLY/LIGHTS | QUANTITY USED | UNIT PRICE | |
|---|---|---|---|
| STRING LIGHTS | 0.00 | $25.00 | $0.00 |
| HOLAGEN LIGHT | 0.00 | $5.00 | $0.00 |
| LIGHT BULBS | 0.00 | $1.00 | $0.00 |
| EX-CORDS | 0.00 | $10.00 | $0.00 |
| GFI OUTLETS | 0.00 | $15.00 | $0.00 |
| GENERATOR (BIG) | 0.00 | $50.00 | $0.00 |
| GENERATOR (SMALL) | 0.00 | $40.00 | $0.00 |
| GFI POWER PANEL | 0.00 | $95.00 | $0.00 |
| STEP DOWN TRANSFORMER | 0.00 | $150.00 | $0.00 |
| **POWER TOOLS** | | | $0.00 |
| SAW-ZAL/BLADES | 1.00 | $40.00 | $40.00 |
| BATTERY DRILL | 0.00 | $20.00 | $0.00 |
| CORDED DRILL | 0.00 | $10.00 | $0.00 |
| CHOP SAW/BLADES | 0.00 | $100.00 | $0.00 |
| POWER WASHER | 0.00 | $95.00 | $0.00 |
| FLOOR TILE CHIPPER | 0.00 | $35.00 | $0.00 |
| FLOOR BUFFER | 0.00 | $25.00 | $0.00 |
| METAL BLADES | 0.00 | $2.25 | $0.00 |
| AIR COMPRESSOR | 0.00 | $40.00 | $0.00 |
| AIR COMPRESSOR HOSES | 0.00 | $10.00 | $0.00 |
| NEEDLE GUN | 0.00 | $25.00 | $0.00 |
| AIR CHISEL | 0.00 | $15.00 | $0.00 |
| CLTI GUN | 0.00 | $15.00 | $0.00 |
| CIRCULAR SAW | 0.00 | $10.00 | $0.00 |
| PROPANE TORCH | 0.00 | $25.00 | $0.00 |
| FLOOR TILE HEAT MACHINE | 0.00 | $150.00 | $0.00 |
| CARPET PULLER | 0.00 | $125.00 | $0.00 |
| HAND GRINDER | 0.00 | $30.00 | $0.00 |
| CUTTING TORCH & HOSES | 0.00 | $400.00 | $0.00 |
| HEAT GUN | 0.00 | $30.00 | $0.00 |

**SUBTOTAL** **$779.54**

**ADD MARKUP (10% OH & 10% PROFIT)** **$943.24**

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# SUBCONTRACT CHARGES

| COMPANY | DESCRIPTION | UNITS | RATE | TOTAL |
|---|---|---|---|---|
| WASTE SERVICES | TRANSPORT/DISPOSAL | 0 | $19.98 | $0.00 |
| | AIR MONITOR | 0 | $10.00 | $0.00 |
| | Asbestos Dumpster | 0 | $1,350.00 | $337.50 |
| PER DIEM | Per Day | 0 | $60.00 | $0.00 |
| Scissor Lift Rental | Per Day | 0 | $215.00 | $0.00 |
| DRIVE TIME | | 0 | $300.00 | $0.00 |
| LULL RENTAL | Lull Rental | 0 | $2,100.00 | $0.00 |
| ACM Bulk Sample | | | | $0.00 |
| | | | | $0.00 |
| | | | | |
| SUBTOTAL | | | | $337.50 |
| | | | | |
| ADD MARK UP (20%) | | | | $67.50 |
| | | | | |
| TOTAL SUBCONTRACT CHARGES | | | | $405.00 |

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American Asbestos Abatement dba
**Midwest Service Group**

570 TURNER BLVD.
ST. PETERS, MISSOURI 63376
(636) 626-2777
FAX (636) 926-7802

**100% Women's Business Enterprise**

April 16, 2025

Mr. Tom Sorcabal
Navigate Building Solutions
8419 Manchester Road
Brentwood, MO 63144

Dear Mr. Sorcabal:

***Request For Change NTE***

Midwest Service Group is pleased to submit the following request for change NTE for the labor, materials, equipment, and insurance required to complete the removal and proper disposal of fluorescent bulbs and ballasts in excess of contract quantity.

AGREEMENT

| | | |
|---|---|---|
| CLIENT: | City of St. Charles | |
| PROJECT: | St. Charles City – Hazardous Materials Abatement of Building 93 | |
| COST: | **BALLAST Removal and Disposal is request for change NTE:** | **$16,000.00** |
| TERMS: | Net 30 days. A 1 1/2% per month interest charge will be assessed on accounts past due. | |
| TERMS & CONDITIONS: | **SEE ATTACHED. THIS PROPOSAL IS NULL & VOID WITHOUT ACCEPTANCE OF THE TERMS & CONDITIONS** | |
| TIMING: | This proposal is firm for 45 days. Reconsideration will apply beyond this period. | |
| STANDARDS: | All work detailed in this proposal will be performed in accordance with State, local, EPA, and OSHA regulations. | |

If this proposal is acceptable, please sign and return it to my attention. Should you have any questions, please contact me at (636) 926-7800. We look forward to performing this service for you.

Sincerely,
MIDWEST SERVICE GROUP

Tim Scott
Project Manager

Accepted: _____ Date: _____

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American Asbestos Abatement dba
**Midwest Service Group**

570 TURNER BLVD.
ST. PETERS, MISSOURI 63376
(636) 926-2777
FAX (636) 926-7802

**100% Women's Business Enterprise**

April 16, 2025

Mr. Tom Sorcabal
Navigate Building Solutions
8419 Manchester Road
Brentwood, MO 63144

Dear Mr. Sorcabal:

***Request For Change***

Midwest Service Group is pleased to submit the following request for change for the labor, materials, equipment, and insurance required to complete the construction of temporary safety railing at the top of stairwell upon the completion of asbestos abatement.
Also included in this reqest for change is the labor, materials, and disposal of assumed asbestos containing heat shields that have been located on various columns throughout Building 93 1st and 2nd levels.

AGREEMENT

| | | | |
|---|---|---|---|
| CLIENT: | City of St. Charles | | |
| PROJECT: | St. Charles City – Hazardous Materials Abatement of Building 93 | | |
| COST: | **Stairwell safety railing construction is request for change:** | **$450.00** | $1,400 |
| | **Asbestos Abatement Heat Shields on Columns 1st and 2nd Level is RFCO:** | **$950.00** | |
| TERMS: | Net 30 days. A 1 1/2% per month interest charge will be assessed on accounts past due. | | |
| TERMS & CONDITIONS: | **SEE ATTACHED. THIS PROPOSAL IS NULL & VOID WITHOUT ACCEPTANCE OF THE TERMS & CONDITIONS** | | |
| TIMING: | This proposal is firm for 45 days. Reconsideration will apply beyond this period. | | |
| STANDARDS: | All work detailed in this proposal will be performed in accordance with State, local, EPA, and OSHA regulations. | | |

If this proposal is acceptable, please sign and return it to my attention. Should you have any questions, please contact me at (636) 926-7800. We look forward to performing this service for you.

Sincerely,
MIDWEST SERVICE GROUP

Tim Scott
Project Manager

Accepted: _____ Date: _____

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# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $0.00 |
| LABOR CHARGES | | $360.00 |
| Lumber / Materials | | $90.00 |
| TOTAL | | $450.00 |

PM SIGNATURE_____

Stairwell Guard Rail Construction

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# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $140.00 |
| LABOR CHARGES | | $720.00 |
| Lumber / Materials | | $90.00 |
| TOTAL | | $950.00 |

PM SIGNATURE_____

Heat Shield Abatement

[redacted]AAA St Charles City Bldg 93 Heat Shields RFCO.xlsx

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the 7TH day of MARCH in the year 2025

**BETWEEN** the Owner:
*City of St. Charles*
*200 N. 2nd Street*
St. Charles, MO 63301

and the Contractor:
*American Asbestos Abatement LLC dba Midwest Service Group*
570 Turner Blvd.
St. Peters, MO 63376

for the following Project:
St. Charles City – Hazardous Materials Abatement of Building 93
620 N. 2nd Street
St. Charles, MO 63301

The Architect:
JEMA
2823 Olive Street
*St. Louis, MO 63103*

The Environmental Consultant:
SCI Engineering, Inc.
130 Point West Boulevard
St. Charles, MO 63301

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of

*(Paragraphs deleted)*

all work related to new construction, associated sitework, site utilities and bid alternates, and anticipated soil treatment/remediation identified as being included in the Base Bid, within [20] calendar days from issuance of the Notice to Proceed. The Contract Time will not be adjusted for claims of adverse weather; Contractor has anticipated adverse weather in the proposed and accepted Contract Time.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be thirty-six thousand two hundred eighty dollars ($ 36,280 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| Alt 1 – Perform hazardous material abatement while the premises are occupied by tenants, including the proper protection, barriers and ventilation. | $0.00 |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|
| Hazardous material abatement identified in the SCI Engineering report for the Sawtooth building, in a separate mobilization; assume Q2-Q3 2025. Refer to boundaries identified in the diagram on page 4 of the IFB, revised 1/22/25. | $18,800 | Start prior to Q4 2025 |
| Hazardous material abatement identified in the SCI Engineering report for Building 92, in a separate mobilization from the base bid and from Alternate #2; assume Q2-Q3 2025. Refer to boundaries identified in the diagram on page 4 of the IFB, revised 1/22/25. | $490,000 | Start prior to Q4 2025; Roofing is not required to be removed prior to demolition per MDNR. |

§ 4.3 Allowances, if any, included in the Contract Sum:

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

The Construction Manager for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner, subject to a weekly scheduled meeting between the Owner and Navigate. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the Owner's representatives, The St. Charles City Mayor or the Mayor's Designee, have the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by The St. Charles City Mayor or the Mayor's Designee on behalf of the Owner in order to be effective.

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*



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*(Identify each allowance.)*

| Item | Price |
|---|---|

§ 4.4 Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| Unit Price No.1 – Removal and Disposal of ACM Floor Tile and ACM Mastic | Per SF | $4.00 |
| Unit Price No. 2 – Removal and Disposal of ACM Floor Tile only | Per SF | $2.00 |
| Unit Price No. 3 – Removal and Disposal of ACM Mastic Only | Per SF | $2.00 |
| Unit Price No. 4 – Removal and Disposal of Pipe and Pipe Fitting Insulation (< 4") | Per LF | $40.00 |
| Unit Price No. 5 – Removal and Disposal of Pipe and Pipe Fitting Insulation (> 4") | Per LF | $50.00 |
| Unit Price No. 6 – Removal and Disposal of Window Glazing | Per Pane | N/A |
| Unit Price No. 7 – Removal and Disposal of Fire Brick | Per SF | $15.00 |
| Unit Price No. 8 – Removal and disposal of Window Caulk or Door Caulk | Per LF | $10.00 |
| Unit Price No. 9 – Removal and disposal of Overhead Door Caulk | Per LF | $10.00 |
| Unit Price No. 10 – Removal and disposal of Window Caulk or Door Caulk | Per SF | $5.00 |

§ 4.5 Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)2*

Time is of the essence. If the Contractor fails to achieve Substantial Completion of the Contractor's Work within the period of 20 calendar days from issuance of the Notice to Proceed (as such Contract Time may be adjusted by time extensions otherwise permitted by the Contract Documents), the Contractor shall pay, and the Owner will assess, Liquidated Damages in the amount of $1,000.00 per day for each calendar day until Substantial Completion of the Contractor's Work is achieved. The Owner may deduct any such Liquidated Damages from any amount due or payable to the Contractor.
Final Completion: In the event that the Contractor fails to timely complete all punch list items and all requirements necessary to achieve Final Completion of the Contractor's Work within 30 calendar days following Substantial Completion, Contractor shall be responsible to Owner for any actual damages that the Owner incurs due to such delay with regard to additional costs the Owner expends to its Architect and/or Construction Manager. The Owner may deduct any such damages from amounts otherwise due the Contractor at Final Completion.

§ 4.6 Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

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## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and supported by the following documentation:

a) proof of stored materials, photographs of the material clearly labeled as "Property of the City of Saint Charles, MO";
b) certificate of insurance for facility where materials are stored, with indication of coverage for the stored materials;
c) copies of itemized invoices for the materials from the vendor/supplier
d) Bill of Sale;
e) Bailment Agreement.

.3 and that portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

Retainage shall be invoiced and paid upon Final Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Retainage shall be invoiced and paid upon Final Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1**

Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums and authorized deductions, shall be made by the Owner to the Contractor thirty (30) days after all of the following conditions have been satisfied:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12.2.2 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 The Contractor has completed all Punch List items to the satisfaction of the Construction Manager, Architect and Owner;

.3 a final Certificate for Payment has been issued by the Architect;

.4 The Contractor has delivered all closeout Documentation required under the Contractor Documents, which include

i. one original final release of claims from Contractor (AIA G706 and G706A);

ii. operation and maintenance instructions/manuals;

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iii. marked-up as-built drawings;
iv. standard and extended warranties from every subcontractor;
v. list of names, addresses and telephone numbers for all subcontractors and others providing guarantees and warranties;
vi. one original of final certified payrolls from Contractor and all lower tiered subcontractors;
vii. original affidavit of compliance with prevailing wage laws from Contractor and all lower tiered subcontractors;
viii. Testing and balancing reports, reviewed and approved by the Architect;
ix. any other closeout documents reasonably required by the Owner;

.5 the Contractor can provide proof that surveyed utility as-builts required by project documents have been accepted by AHJ's (Authorities Having Jurisdiction);

.6 the applicable governmental authorities have released to the Owner any escrows or deposits held for the restoration of the site, for stormwater or water quality measures, or for other Work that falls under this Contractor's scope; and

.7 the applicable governmental authorities have issued to the Owner the final use and occupancy permit for the Project.

.8 The Contractor has provided proof of continuing insurance as required by the Contract;

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
*(Insert rate of interest agreed upon, if any.)*

0%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*



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

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1**

Not Used

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

Navigate Building Solutions
8419 Manchester Road
Saint Louis, MO 63144
Tom Sorcabal
Tom@navigatebuildingsolutions.com
314-580-6712

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

American Asbestos Abatement LLC dba Midwest Service Group
570 Turner Blvd.
St Peters, MO 63376
Tim Scott
tscott@msg-stl.com
636-926-7802

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. All insurance policies shall include an ISO Additional Insured Endorsement listing the Owner and the Owner's Representative as additional insureds on a primary basis with Owner and Owner's Representative insurance excess and not contributory. General Liability and Auto policies shall contain a waiver of subrogation in favor of the Owner and its officers, directors and employees. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.


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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

§8.7.1 Tax Exemption: The Owner intends to use the tax exempt purchase procedure authorized by Section 144.062 MoRS.

§8.7.2 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, shall be paid to all workers performing work under this 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 wage rate for any work done under the contract by the Contractor or by any subcontractor. 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, unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the contracting public body of $2500 plus an additional $100 for each employee by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employeed without the required training.

§8.7.3 Certified Payroll: The Contractor and each Subcontractor shall submit, monthly, certified payroll for each week from the start of their Work through the completion of their Work. Refer to Missouri Department of Labor – Contractor Check-off List and Instructions Sheet for Contractor Payroll Records.

§8.7.4 Permits: Owner shall pay for the building permit and fire permit. Contractor shall pick up the building and fire permits. Contractor shall obtain and pay for all other permits, licenses and approvals as applicable to the Contractor's Work.

§8.7.5 Equal Employment Opportunity:

A. During performance of this contract, the Contractor agrees as follows:
   1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take positive action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the requirements of these nondiscrimination provisions.
   2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
   3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's equal opportunity commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
   4. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part.
   5. The Contractor will include all of clauses 1 through 4 inclusive in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

B. Exemptions to the above Equal Opportunity Conditions are construction contracts and subcontracts not exceeding $10,000.

C. Unless otherwise provided, the above Equal Opportunity provisions are required to be inserted in subcontracts at

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the site of construction.

D. Certification of Nonsegregated Facilities - Bidders are cautioned as follows: By signing this bid or offer, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder to agree to the Certification of Nonsegregated Facilities will render his bid or offer non-responsive to the terms of solicitations involving award of contracts exceeding $10,000.

E. Contractor hereby represents, warrants and certifies that Contractor, its subcontractors, or any of the employees of either are not currently engaged in, and shall not for the duration of the 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 State of Israel; or, persons or entities doing business in the State of Israel. This certification shall be interpreted consistent and in conformity with the Missouri Anti-Discrimination Against Israel Act, 34.600 Revised Statutes of Missouri.

§8.7.6 Consequential Damages: Contractor waives all claims for consequential damages against the Owner and Construction Manager arising out of this Agreement and/or the performance of the Owner's obligations thereunder.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 Exhibit A, Insurance Requirements
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Exhibit B: Bid Proposal Form and Bid Bond

*(Paragraphs deleted)*

.5 Exhibit C: Supplemental Bid Information Form
.6 Exhibit D: Invitation for Bid

*(Paragraphs deleted)*

.7 Exhibit E: Change Order Calculations

*(Table deleted)*

*(Paragraphs deleted)*.8 Exhibit F: Contract Document Log (Drawings, Specifications and Front Ends)

*(Paragraphs deleted)*

.9 Exhibit G: Clarification to Scope of Universal Waste Removal

This Agreement entered into as of the day and year first written above.

DocuSigned by:
Lawrence S. Dobrosky, Jr. 3/7/2025

**OWNER** *(Signature)*

Lawrence S. Dobrosky, Jr. Director of Administration

*(Printed name and title)*

city clerk

DocuSigned by:
Kimberly Hudson
70E399BA7AAF426...

Kimberly Hudson city clerk

**CONTRACTOR** *(Signature)*

Cody Elliott - Vice President

*(Printed name and title)*



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# 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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor
C5FB3E8A40BE40D...

3/7/2025

Director of Finance — Date

Jennifer O'Connor

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EXHIBIT A TO AIA A101 – Insurance Requirements

THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than $1,000,000 each accident for bodily injury, $1,000,000 for bodily injury by disease and $1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to attain the requested limit.

B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

(1) Premises and Operations
(2) Products and Completed Operations
(3) Contractual Liability ensuring the obligations assumed by the Contractor under this Contract.
(4) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
$2,000,000 Aggregate for Products/Completed Operations

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$1,000,000 Personal Injury/Advertising Injury
$2,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees and NAVIGATE shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and to the Construction Manager and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

D. Business Automobile Liability Insurance The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

E. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of $10,000,000 per occurrence/$10,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be $10,000,000 per occurrence/$10,000,000 aggregate. For subcontractors, the limits referenced in this paragraph can be $2,000,000 in lieu of $10,000,000.

F Contractor's Environmental (Pollution) Liability – For Contracts where appropriate for the nature of the service provided, the Contractor shall maintain in force for the full period of the Contract, pollution liability insurance coverage in the minimum amount set forth below for losses caused by sudden and

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accidental pollution conditions that arise from the operations of the Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, transportation, disposal, remediation and defense costs, including all expenses incurred in the investigation, defense, payment or settlement of claims.

Limits:

$ 2,000,000 Per Claim
$ 2,000,000 Aggregate

The insurance coverage shall be retroactive to the earlier of the date of this Contract or the commencement of the Contractor's work on the Project, and Contractor shall cause the same to remain in effect for a period of at least five (5) years after final acceptance of the Project by the District or such other period as may be set forth in the Contract or in the Project Specifications.

The policy should name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

G. Waiver of Subrogation All policies above shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

H. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Architect, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or

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Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

I. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.

J. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.

K. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

L. Builders Risk Insurance – Builder's Risk is not required for the demolition project.

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# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*St. Charles City – Hazardous Materials Abatement of Building 93*
620 N. 2nd Street
St. Charles, MO 63301

**THE OWNER:**
*City of St. Charles*
200 N. 2nd Street
St. Charles, MO 63301

**THE ARCHITECT:**
*JEMA*
2823 Olive Street
St. Louis, MO 63103

**THE ENVIRONMENTAL CONSULTANT:**
SCI Engineering, Inc.
130 Point West Boulevard
St. Charles, MO 63301

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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The Construction Manager for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner, subject to a weekly scheduled meeting between the Owner and Navigate. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the Owner's representatives, The St. Charles City Mayor or the Mayor's Designee, have the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by The St. Charles City Mayor or the Mayor's Designee on behalf of the Owner in order to be effective.

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.


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### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.1.9 Float

Float is a measurement of time indicating how late any activity or group of activities in a schedule can be completed without impacting the critical path and the scheduled end date of the Project. Float belongs to the Project and is not for exclusive use of the Contractor and is not intended to be used for non-excused delays identified in 8.3.1.

### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

**§ 1.4.1** In the event of discrepancies or conflicts among or between the Contract Documents or observable conditions exist, the Contractor shall request an interpretation in writing from the Owner and Architect before proceeding with the Work. If the Contractor fails to request such interpretation from the Architect, it is presumed that the more stringent, better quality or higher quality requirement is included in the Work. The Contractor shall be responsible for the cost and installation of such requirement at no additional cost to the Owner. Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for correctness of such measurements. Any difference which may be found shall be submitted to the Architect for interpretation before proceeding with the Work as a condition precedent to any claim for an increase in the Contract Sum. If conflict among various provisions of the Contract Documents is found, and the quality or stringency of the conflicts are not in question, the terms shall be interpreted in the following order of priority:

.1 Modifications to the Contract
.2 The Contract
.3 Special Conditions
.4 General Conditions

Specifications shall control over Drawings, and details in drawings shall control over large-scale drawings.


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### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The drawings, specifications, and other instruments of service are owned by the Owner. The Contractor, Subcontractors, Sub- subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

*(Paragraphs deleted)*

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### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In lieu of correcting defective Work, the Owner may in its discretion decide to accept such defective Work and backcharge the Contractor a reasonable amount equivalent to what it would have cost to replace the defective Work.

### § 2.6 Architect's and Construction Manager's Compensation for Services to Remedy Defective Work

When the Architect's and Construction Manager's additional services are required because of defective work, neglect, failure, deficiencies, or default by the Contractor, the Contractor shall be responsible to the Owner for the cost of such additional services.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.


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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

**§ 3.3 Supervision and Construction Procedures**

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.


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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines


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that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.


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**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. The Contractor must correct at its cost, and without any adjustment to Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including but not limited to, correction of any conflicts in the Work resulting from such failure.


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**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste

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materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

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for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.


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

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract


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Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

**§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

**§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** The Contractor must submit change proposals covering a contemplated Change Order within ten (10) work days after the request of the Owner, Architect or Construction Manager or within ten (10) work days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work that is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in the Contract Sum or the Contract Time. Any proposed adjustment must include detailed documentation, including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, and additional bond cost. Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The


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Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety. See Exhibit E, entitled Change Order Calculations which shall govern and apply to Change Orders. A Change Order is not effective until the Owner and Architect issue and sign the Change Order.

**§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Construction Manager shall be kept informed and will consult with the Architect in writing throughout the process described in Section 7.3.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits

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covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 Progress and Completion

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.2.4** If at any time during the course of the Work, the Owner reasonably determines that the Contractor has fallen behind the critical path of the schedule, the Owner may upon written notice to the Contractor, require the Contractor to recover schedule by any means appropriate (including but not limited to the provision of extra shifts and/or overtime and/or adjustments to the schedule). Within five days of the Contractor's receipt of such written notice, the Contractor shall provide the Owner with a written recovery plan and shall commence recovery efforts. So long as the Contractor has fallen behind schedule for reasons attributable to the Contractor (and not to force majeure events), all costs associated with the recovery schedule shall be borne by the Contractor. If, however, the Contractor is not at fault for the delay in the work (due to force majeure events or other causes that would otherwise entitle the Contractor to an extension of Contract Time) then the Contractor shall be paid for the costs of recovering schedule pursuant to the provisions of the Contract Documents applicable to changes in the Work.


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**§ 8.2.5** The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated work or achieve the required percentage of completion, as applicable, with any interim completion dates established in the most recently approved Construction Schedule.

**§ 8.2.6** The Contractor must maintain at the Site, available to the Owner, Construction Manager and Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity on the Construction Schedule.

**§ 8.2.7** The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

**§ 8.2.8** The Owner reserves the right to issue written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. Contractor must substantiate any costs associated with such Owner directive.

### § 8.3 Delays and Extensions of Time

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Critical Path Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The sole remedy for delays other than those which are caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law).will be non-compensable time extensions for completion of the Work.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

*(Paragraph deleted)*

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Construction Manager before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Construction Manager. This schedule, unless objected to by the Architect or Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Construction Manager and supported by such data to substantiate its accuracy as the Architect and Construction Manager may require, and unless objected to by the Architect or Construction Manager, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect or

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Construction Manager require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

**§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

**§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.


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**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

*(Paragraph deleted)*

The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days' written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

### § 9.8 Substantial Completion

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use , and the remaining outstanding work is considered minor. The Project will not be considered complete before, at a minimum, the AHJ's (Authorities Having Jurisdiction) have given written approval for the Owner to occupy the premises.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate..

**§ 9.8.6** Unless otherwise provided in the Certificate for Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within thirty (30) days after the Date of Substantial Completion.

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a

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portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

*(Paragraphs deleted)*

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.


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**§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or

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substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

*(Paragraphs deleted)*

**§ 11.3 Waivers of Subrogation**

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

*(Paragraphs deleted)*

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

**§ 12.1 Uncovering of Work**

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

**§ 12.2 Correction of Work**

**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 12.2.2 After Substantial Completion**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a

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written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.



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**§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

*(Paragraphs deleted)*

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

**§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and Construction Manager's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect and the Construction Manager, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 10 calendar days after occurrence of the event giving rise to such Claim or within 10 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

*(Paragraphs deleted)*

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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**§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

**§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



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Original



# BID FORM

This Bid Form must be completed, sealed in an envelope and received by the City of Saint Charles, Missouri no later than 2:00 PM on the specified date.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Below is a contact for the BIDDER submitting this bid, who will be responsible for any questions that may arise during bid review and who may also be contacted to discuss the acceptance or rejection of this bid:

| | |
|---|---|
| BIDDER Company Name | American Asbestos Abatement LLC dba Midwest Service Group |
| BIDDER Contact Person Name | Tim Scott |
| Address | 570 Turner Blvd |
| City/State/Zip | St Peters, MO 63376 |
| Phone Number | 636-626-2777 |
| Email Address | tscott@msg-stl.com |
| Fax Number | 636-926-7802 |

BIDDER accepts all of the terms and conditions of the Invitation For Bid dated 12-23-24 including without limitation those dealing with the disposition of Bid security.

## STIPULATED SUM BID FORM

Name of Project: **HAZARDOUS MATERIALS ABATEMENT OF BUILDING 93**

**Date:** 1/23/2025

**Proposal from:** American Asbestos Abatement LLC dba Midwest Service Group

(Hereinafter called Bidder), a corporation organized and existing under the laws of the state of Missouri, a ~~partnership~~, or an ~~individual~~ doing business as _____ (cross out inapplicable).

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TO: ATTN: Paul Feldman, Purchasing Manager
The City of St. Charles
200 N. Second Street
St. Charles, MO 63301

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Invitation for Bid, Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum stated below.

**BASE BID**

Furnish all labor, tools, equipment, and material required to perform all work indicated above for this bid package, as defined in the Bid Documents (including Allowances and costs for Payment and Performance Bonds) for the **TOTAL LUMP SUM AMOUNT of**

$ 36,280.00

**TIME**

Board approval and issuance of conditional Notice to Proceed is anticipated to occur on XXX, XX. . BIDDER hereby states that the time required to perform all work indicated in the BID DOCUMENTS (and any accepted alternates) and work necessary to complete the project per the project per the duration proposed on this Bid Form is acceptable. Damages shall be assessed for delays to Substantial Completion and are further described in the bidding and contract requirements.

**Bidders shall propose a contractual duration for achieving Substantial Completion in the blank space below. Proposed duration will be utilized as criteria for selection of Abatement Contractor.**

Complete all work related to hazardous materials abatement, universal waste removal and bid alternates to achieve Substantial Completion within Base: 20 days calendar days from the issuance of the Notice to Proceed.

**ALTERNATES - To be submitted at the time of bid.**

1. Perform hazardous material abatement while the premises are occupied by tenants, including the proper protection, barriers and ventilation.

   (ADD) / DEDUCT (circle one): $ 0.00

2. Hazardous material abatement identified in the SCI Engineering report for the Sawtooth building, in a separate mobilization; assume Q2-Q3 2025. Refer to boundaries identified in the diagram on page 4 of the IFB, revised 1/22/25.

   (ADD) / DEDUCT (circle one): $ 18,800.00

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3. Hazardous material abatement identified in the SCI Engineering report for Building 92 in a separate mobilization from the Base Bid and from Alternate #2; assume Q2-Q3 2025. Refer to boundaries identified in the diagram on page 4 of the IFB, revised 1/22/25.

   (ADD)/ DEDUCT (circle one): $ 490,000.00

   Roofing is not required to be removed prior to demolition per MDNR.

**BID GUARANTEE - To be submitted at the time of bid.**

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above. Guaranty shall be in the form of a bid bond issued by an insurance company authorized to do business in the state of Missouri and with a financial strength rating of A with a financial size category of IX or better by A. M. Best, a certified check or a cashier's check drawn on a bank located in St. Charles County, the City of Saint Charles, St. Louis County, or the City of St. Louis.

The Bid Deposit of all bidders will be returned when the Project contract is executed and all bonds, insurance requirements and other required documents are furnished or when all bids are rejected.

The successful bidder shall provide a Performance and a Payment bond for one hundred (100%) percent of the contract amount and issued by an insurance company or surety authorized to do business in the state of Missouri and with a financial strength rating of A or better and with a financial size category of IX or better by A. M. Best.

**UNIT PRICES - To be submitted to Owner 24 Hours after Bid Date/Time.**
Unit Prices shall for scope adjustments after award shall be provided for the items listed in section 012200 – UNIT PRICES. **Bidder shall use the Supplemental Bid Information form provided and submit within 24 hours of the Bid date and time.**

**COST BREAKOUT – To be submitted to Owner 24 Hours after Bid Date/Time.**
See form provided in Specification labeled as "Supplemental Bid Information" to submit to Owner 24 hours after bid date/time.

**LIST OF PROPOSED SUBCONTRACTORS – To be submitted to Owner 24 Hours after Bid Date/Time.**
See form provided in Specification labeled as "Supplemental Bid Information" to submit to Owner 24 hours after bid date/time.

**QUALIFICATIONS – To be submitted to Owner 24 Hours after Bid Date/Time.**
See form provided in Specification labeled as "Supplemental Bid Information" to submit to Owner 24 hours after bid date/time.

**REFERENCES – To be submitted to Owner 24 Hours after Bid Date/Time.**
See form provided in Specification labeled as "Supplemental Bid Information" to submit to Owner 24 hours after bid date/time.

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**OTHER FORMS – To be submitted to Owner 24 Hours after Bid Date/Time.**

a. Certificate of Non-Segregation
b. Anti-Collusion Affidavit
c. Subcontractor Certificate of Compliance with Affirmative Action and Equal Opportunity
d. Affidavit of Work Authorization
e. Electronic Signature Page from E-Verify Employer MOU
f. Certificate of Good Standing
g. Proof of Lawful Presence Form

## BID DOCUMENTS

A. Bidder acknowledges receipt of the following:

1. Invitation to Bid all attachments
2. Addenda

| | | | | |
|---|---|---|---|---|
| a. | Addenda No. | 1 | Dated | 1/6/25 |
| b. | Addenda No. | 2 | Dated | 1/13/25 |
| c. | Addenda No. | 3 | Dated | 1/15/25 |
| d. | Addenda No. | 4 | Dated | 1/22/25 |
| e. | Addenda No. | _____ | Dated | _____ |

## MISCELLANEOUS BID REQUIREMENTS

A. The undersigned understands that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time and date for receiving bids.

B. The undersigned understands that the Owner reserves the right to reject any or all bids or subcontractors.

C. The undersigned further agrees to indemnify and save the Owner from and against all losses, judgments of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the undersigned, his agents, subcontractors, or employees in the execution of the work or in guarding the same.

D. The Bidder declares that he/she has had an opportunity to examine the site of the work and he/she has examined the bidding Documents therefore, and that he/she has carefully prepared his Bid upon the basis thereof and that he/she has carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and his figures therefor, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this bid.

E. By submitting a bid, bidder represents and warrants that if it is awarded the contract, that no other bidder, elected official, appointed official or employee of the City has any interest whatsoever in the bidder's bid or the contract and that the bid and contract are made in good faith, without connection to, fraud or collusion with any other person.

F. By submitting a bid, a bidder acknowledges familiarity with all laws applicable to the Project and will comply with same including, but not limited to:

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i. R.S.Mo. Section 290.210, et seq.; Missouri Prevailing Wage Law;
ii. R.S.Mo. Section 285.525, et seq.; Missouri law regarding Illegal Immigrants (E-verify);
iii. R.S.Mo. Section 292.675, et seq.; Missouri law regarding OSHA Construction Safety Program;
iv. R.S.Mo. Section 285.230; Missouri law regarding Nonresident Employers – Bonding Requirements; and
v. R.S.Mo. Section 208.009; Missouri law regarding proof of lawful presence.

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The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Missouri.

**IF A CORPORATION**

American Asbestos Abatement LLC dba Midwest Service Group
Name of Corporation

Signature of Officer
Corey Elliott - Vice President
Name and Title of Officer

Incorporated under the laws of the State of Missouri (Print)

Licensed to do business in Missouri? (Check one) [X] Yes [ ] No

Address for Communications 570 Turner Blvd.
St Peters, MO 63376
(Seal if bid is by a corporation.)

---

**IF A PARTNERSHIP** State name and address of all partners:

Name of Partnership

Signature of Authorized Partner

---

**IF INDIVIDUAL or SOLE PROPRIETORSHIP**

Name of Firm (if any)

Address for Communications

Signature of Individual

Name of Individual (Print)

---

**IF BIDDING AS A JOINT VENTURE** *(List all parties.)*

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# THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A310*

## Bid Bond

BOND # AAA1-23-25(2)

**KNOW ALL MEN BY THESE PRESENTS,** that we
AMERICAN ASBESTOS ABATEMENT LLC DBA MIDWEST SERVICE GROUP
570 Turner Blvd., Saint Peters, MO 63376
(Here insert full name, and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and
Philadelphia Indemnity Insurance Company
One Bala Plaza Suite 100, Bala Cynwyd, PA 19004
a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of St. Charles
200 North 2nd St., St Charles, MO 63301
(Here insert full name, and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid----------Dollars 5.00%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Hazardous Materials Abatement of Building 93
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 23rd day of January, 2025.

| | |
|---|---|
| | AMERICAN ASBESTOS ABATEMENT LLC DBA MIDWEST SERVICE GROUP |
| | (Principal) (Seal) |
| (Witness) | (Title) |
| | Philadelphia Indemnity Insurance Company |
| | (Surety) (Seal) |
| (Witness) Susan Jones | Ralph McQuiggan, Attorney-In-Fact |


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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Holly Johnson, Lindsay Offermann, Ralph McQuiggan, Robert Green and Stephen McQuiggan of Assurance Brokers, Ltd., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of January, 2025

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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**State of *Illinois***
**County of *Madison***

On this 23rd day of January, 2025, before me, Holly Vanessa Johnson, a Notary Public within and for the above-mentioned county, personally appeared ***Ralph McQuiggan,*** to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

***American Contractors Indemnity Company***
***American States Insurance Company***
***Contractors Bonding and Insurance Company***
***FCCI Insurance Company***
***Fidelity and Deposit Company of Maryland***
***Hudson Insurance Group***
***International Fidelity Insurance Company***
***Granite Re, Inc.***
***Hudson Insurance Company***
***Harco National Insurance Company***
***Lexon Insurance Company***
***Merchants Bonding Company (Mutual)***
***Nationwide Mutual Insurance Company***
***Old Republic Surety Company***
***Philadelphia Indemnity Insurance Company***
***SureTec Insurance Company***
***Markel Insurance Company***
***Selective Insurance Company of America***
***The Ohio Casualty Insurance Company***
***Travelers Casualty and Surety Company of America***
***US Specialty Insurance Company***
***United Casualty and Surety Insurance Company***
***Western Surety Company***
***Western National Mutual Insurance Company***

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said ***Ralph McQuiggan,*** acknowledged the said instrument to be the free act and deed of the said corporation.

*Official Seal*

***Holly Vanessa Johnson***
Notary Public, State of Illinois
Commission No. 1002415
My Commission Expires January 10, 2029

By: *Holly Vanessa Johnson*
*Notary Public*

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**SUPPLEMENTAL BID INFORMATION** **Due 24 hours after Bid Submission**

TO: ATTN: Paul Feldman, Purchasing Manager
The City of St. Charles
200 N. Second Street
St. Charles, MO 63301

**Proposal for:**
**ST. CHARLES CITY - HAZARDOUNS MATERIALS ABATEMENT OF BUILDING 93**
655 North Main Street
St. Charles, MO 63301

This form shall be completed and submitted in its entirety **no later than 24 hours following the receipt of the bids** to the Owner. Bidder must submit supplemental bid information via email as follows:

Re: Supplemental Bid Information for St. Charles City Hall Demolition and Utility Relocation
Attn: Paul Feldman, The City of St. Charles, Paul.feldmann@stcharlescitymo.gov
CC: Collette Koscielski, Navigate Building Solutions, collette@navigatebuildingsolutions.com

**Date:** 1/23/2025

**Proposal from:** American Asbestos Abatement LLC dba Midwest Service Group

## UNIT PRICES

The unit rates below are to include all general conditions, overhead, and profit. Rates are to be applied either as add or deduct rates; the same rate will apply for either condition. There will be only one rate allowed per unit price regardless of when in the construction process the rate is being applied or what trade is performing it.

| Unit Price Description | Unit | $/Unit |
|---|---|---|
| Unit Price No. 1: Removal and disposal of ACM Floor Tile and ACM Mastic | Per SF | 4.00 |
| Unit Price No. 2: Removal and Disposal of ACM Floor Tile Only | Per SF | 2.00 |
| Unit Price No. 3: Removal and Disposal of ACM Flooring Mastic Only | Per SF | 2.00 |
| Unit Price No. 4: Removal and Disposal of Pipe and Pipe Fitting Insulation (<4") | Per LF | 40.00 |
| Unit Price No. 5: Removal and Disposal of Pipe and Pipe Fitting Insulation (>4") | Per LF | 50.00 |

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| | | |
|---|---|---|
| Unit Price No. 6: Removal and Disposal of Window Glazing | Per Pane | N/A unsure of size of per pane unit rate is requesting. Panes are various sizes. |
| Unit Price No. 7: Removal and Disposal of Fire Brick | Per SF | 15.00 |
| Unit Price No. 8: Removal and Disposal of Window Caulk or Door Caulk | Per LF | 10.00 |
| Unit Price No. 9: Removal and Disposal of Overhead Door Caulk | Per LF | 10.00 |
| Unit Price No. 10: Roofing System | Per SF | 5.00 |

## QUALIFICATIONS

### Organization

1. How many years has your organization been in business as a Contractor? 4 years
2. How many years has your organization been in business under its present business name? 4
3. Under what other or former names has your organization operated?

   _____

   _____
4. What is your company's EMR? 1

### Experience

1. On a separate sheet list all projects completed by your firm in the past two (2) years, with a contract value of $250,000 or greater. List project name, client, architect, total contract value, and date of completion.

### Claims And Suits

If the answer to any of the questions below is "yes", please attach written description of details.

1. Has your organization ever failed to complete any work awarded to it?

   Yes:_____ No: x

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2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

   Yes:_____ No:__x__

3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

   Yes:_____ No:__x__

4. Has your organization been subject to enforcement action by a regulatory agency?

   Yes:_____ No:__x__

   If yes, please attach written description of the details of each occurrence.

## REFERENCES

Bids will not be accepted if references are not provided at the time of bid. Bidder shall provide at least three references of similar projects.

Company: See reference letters provided.
Address: _____
Contact Person: _____
Telephone: _____
Email: _____
Type of service provided: _____
Dates/year(s) service was provided: _____

Company: _____
Address: _____
Contact Person: _____
Telephone: _____
Email: _____
Type of service provided: _____
Dates/year(s) service was provided: _____

Company: _____
Address: _____
Contact Person: _____
Telephone: _____
Email: _____
Type of service provided: _____
Dates/year(s) service was provided: _____

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**Submitted By:**

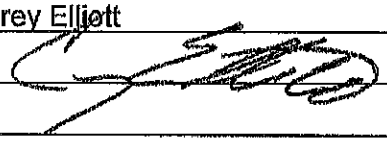
Bidder: American Asbestos Abatement LLC dba Midwest Service Group

Address: 570 Turner Blvd.

St. Peters, MO 63376

Business Telephone: 636-626-2777 Fax Number: 636-926-7802

Typed/Printed Name: Corey Elliott

Authorized Signature: 

Title: Vice President

(Seal - if bid by a corporation)

Date: 1/23/2025

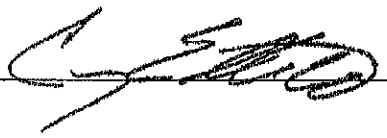
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# CERTIFICATION OF NON-SEGREGATION

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: American Asbestos Abatement LLC dba Midwest Service Group

Signature of authorized representative: 

Printed name of authorized representative: Corey Elliott

Date: 1/23/2025

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# ANTI-COLLUSION AFFIDAVIT

STATE OF MISSOURI )
) SS
COUNTY OF St. Charles )

I Corey Elliott, state that I am the Vice President (sole owner, president, manager, member) of American Asbestos Abatement LLC dba Midwest Service Groupthe 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.
9. Bidder name:

American Asbestos Abatement LLC dba Midwest Service Group

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Signature of authorized representative:

Printed name of authorized representative:
Corey Elliott

Date: 1/23/2025

(Corporate acknowledgement) STATE OF MISSOURI )
)
ss COUNTY OF St. Charles )

On this 23 day of 1, 20 25, before me, Nicole Elliott, a Notary Public in and for said state, personally appeared Corey Elliott, (name of officer) Vice President (title of person) American Asbestos Abatement LLC dba Midwest Service Group (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:
7-15-26

NICOLE ELLIOTT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: July 15, 2026
Commission # 14628919

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA



## 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:

_____

_____

_____

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: American Asbestos Abatement LLC dba Midwest Service Group

By: Corey Elliott Date: 1/23/2025

Title: Vice President

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## AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Corey Elliott (Name of Business Entity Authorized Representative) as Vice President (Position/Title) first being duly sworn on my oath, affirm American Asbestos Abatement LLC dba Midwest Service Group (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to IFB 4770 (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that American Asbestos Abatement LLC dba Midwest Service Group (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to IFB 4770 (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contract, or subcontract, if awarded.

*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.)*

| | |
|---|---|
| Authorized Representative's Signature | Corey Elliott<br>Printed Name |
| Vice President<br>Title | 1/23/2025<br>Date |

Subscribed and sworn to before me this 23 of 1-23-25. I am
Day Month, Year

Commissioned as a notary public within the County of St. Charles, State of MO and my commission expires on Date

Signature of Notary — 1-23-25 Date

NICOLE ELLIOTT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: July 15, 2026
Commission # 14628919

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA



## AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that American Asbestos Abatement LLC dba Midwest Service Group (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Corey Elliott
Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

American Asbestos Abatement LLC dba Midwest Service Group
Business Entity Name

1/23/2025
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: http://www.dhs.gov/e-verify; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

  AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, sub grantee's, contractor's. or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, sub grantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, sub grantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

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JURGIEL
JOHN A. JURGIEL & ASSOCIATES, INC.

ST. LOUIS
123 N. Main Street
St. Charles, Missouri 63301
Phone: 636-757-3060

DALLAS/FORT WORTH
2235 St. Andrew Drive
Highland Village, Texas 75077
Phone: 214-735-8055

February 15, 2024

Re: Midwest Service Group Recommendation Letter

To whom it may concern:

I am writing this letter to state my official recommendation of Midwest Service Group (Midwest) for any of your abatement or remediation contractor needs. As a Principal and Senior Consultant of John A. Jurgiel & Associates, Inc., I have had a professional relationship with Corey Elliot, Vice President of Midwest for over 15 years and only have praise for their business.

Strengths of Midwest include their longevity in the industry, experienced project managers and supervisors, and ample staffing and equipment to handle any size project that you may have. In an industry that is highly regulated, they consistently do things right and we enjoy working with their crews. As a result, Midwest is one of the abatement and remediation contractors that we consistently refer and recommend to our clients.

If you have any specific questions related to your project, I would be happy to further discuss Midwest's capabilities and experience. I can be reached at rjurgiel@jurgiel.com or 636-757-3060.

Sincerely,

Robert A. Jurgiel, CIH, CSP, PE
Principal/Senior Consultant

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LUTHERAN HIGH SCHOOL ASSOCIATION
5401 Lucas and Hunt Rd. Suite 103
St. Louis, MO 63121

To: Corey Elliott, Midwest Service Group
From: LHSA Director of Facilities
Date: November 6, 2024
Ref: Letter of Reference

As the Director of Facilities for the Lutheran High School Association, I have personally worked with Mr. Elliott and his team Midwest Service Group on several projects including testing and removal of ACM.

Midwest is a very reputable contractor working professionally to ensure the safety of its' employees and customers.

I would and have recommended Midwest Service Group for any and all asbestos related work needed.

If you have any questions concerning Midwest Service Group, please feel free to contact me on my cell phone at (314) 221-6157, email Mkoehn@lslancers.org

Myron Koehn

Myron Koehn, LHSA Director of Facilities

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SCI ENGINEERING, INC.
CONSULTANTS IN DEVELOPMENT, DESIGN AND CONSTRUCTION
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

September 6, 2023

RE: Letter of Reference
American Asbestos Abatement dba Midwest Service Group

To Whom It May Concern:

On behalf of SCI Engineering, Inc. (SCI), I would like to offer this letter of reference for American Asbestos Abatement dba Midwest Service Group (MSG). I have personally been associated with and worked with MSG on many projects over the past 10 years. I believe that MSG have proven themselves as a leader in the abatement industry. The service, experience, and professionalism that MSG provides before, during, and after the job, has given me the comfort level I need (as an overbearing perfectionist) to trust them on my abatement projects. I have worked with MSG on various abatement jobs ranging from single-family homes to large federal institutions and their commitment to providing safe and successful projects has always been consistently above average. The laborers, workers, supervisors, project managers, and estimators, of the MSG team carry themselves with a level of stature and care that is far beyond the capabilities of many abatement contractors in the region. I have seen the MSG teamwork in several states throughout the Midwest and their vast knowledge of the local, state, and federal regulations, along with their innovative approach has provided a financial benefit to having them on board.

If you have any questions, please feel free to contact me at 636-949-8200.

Respectfully,

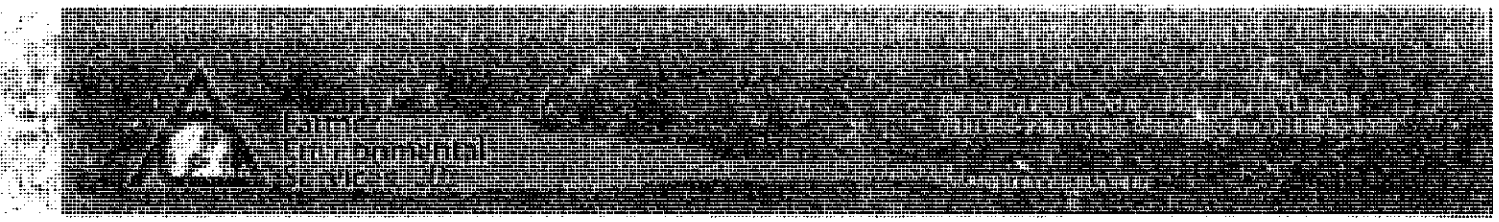
**SCI ENGINEERING, INC.**

Jessica Keeven

Jessica Keeven, CHMM
Senior Scientist

JBK/rah

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May 24, 2020

Re: American Asbestos Abatement dba Midwest Service Group
570 Turner Blvd.
St. Peters, MO 63376

To Whom It May Concern:

American Asbestos Abatement dba Midwest Service Group has been an exemplary abatement contractor to work with. Farmer Environmental Services (FES) has worked closely with MSG on several abatement projects in the past. Their abatement services have addressed asbestos, lead based paint, and mold/fungal related concerns. The projects have been completed on time in a cost effective manner for the clients. The quality of work and professional manner displayed by MSG is to be commended. MSG brings a large and highly skilled work force to the table when performing abatement activities. Currently FES is working on three large scale asbestos abatement projects (Alton CUSD Mark Twain School, UMSL Benton Hall, and Ladue High School) with MSG. Each project consists of extensive abatement spanning over multiple phases.

An integral part of our ability to provide quality service to our clients is having an abatement contractor such as AAA dba Midwest Service Group to rely on.

Respectfully Submitted,

Mike Burke
Senior Project Manager
Farmer Environmental Services, LLC

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# AIA® Document A305™ – 2020 Exhibit D

## *Contractor's Past Project Experience*

| | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| PROJECT NAME | Webster Groves Givens Elementary | Bethalto Eas | Collinsvill High School | Odin Public School |
| PROJECT LOCATION | St. Louis, MO | Bethalto, IL | Collinsville, IL | Odin, IL |
| PROJECT TYPE | Asbestos Abatement | Asbestos Abatement | Asbestos Abatement | Asbestos Abatement |
| OWNER | Webster Groves School District | | Collinsville School District | Odin Public School |
| ARCHITECT | N/A | Farmer Environmental Services | Environmental Consultants, LLC | Former Environmetal Consultans |
| CONTRACTOR'S PROJECT EXECUTIVE | Corey Elliott<br>Vice President | Corey Elliott<br>Vice President | Corey Elliott<br>Vice President | Corey Elliott<br>Vice President |
| KEY PERSONNEL (include titles) | | | | |
| PROJECT DETAILS | Contract Amount<br>$222,551.17<br><br>Completion Date<br>January 2023<br><br>% Self-Performed Work<br>100% | Contract Amount<br>$169,100.00<br><br>Completion Date<br>July 2022<br><br>% Self-Performed Work<br>100% | Contract Amount<br>$59,550.00<br><br>Completion Date<br>June 2022<br><br>% Self-Performed Work<br>100% | Contract Amount<br>$85,689.00<br><br>Completion Date<br>June 2022<br><br>% Self-Performed Work<br>100% |
| PROJECT DELIVERY METHOD | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☒ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☒ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☒ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☒ Other: |
| SUSTAINABILITY CERTIFICATIONS | | | | |

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# CITY OF SAINT CHARLES, MISSOURI

## INVITATION FOR BID
## IFB 4770

## DECEMBER 23, 2024

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- **000000 - Invitation for Bids**
- **003100 – Available Project Information**
  - **Annual Wage Order No. 31**
  - **Prevailing Wage Forms**
  - **Asbestos Survey by SCI Engineering Inc. dated December 13, 2024**
  - **Hazardous Material / Universal Waste Survey by SCI Engineering Inc. dated August 30, 2024**
  - **City Hall Demolition and Utility Relocation drawings – for reference; demolition by others**
- **006000A - AIA A101**
- **006000B - AIA A201 General Conditions**
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- **012001 - Change Order Calculations**
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- **004310 – Supplemental Bid Form** *(to be issued via Addendum)*
- **012200 – Unit Prices** *(to be issued via Addendum)*
- **012300 – Alternates** *(to be issued via Addendum)*

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## Notice of Invitation for Bid (IFB)
## Hazardous Materials Abatement of Building 93

The City of Saint Charles, Missouri is accepting bids from qualified contractors for the Hazardous Materials Abatement of a building identified as Building 93 at 655 North Main Street in Saint Charles, MO. Bids will be received until ~~**4:00 P.M. local time, on Thursday, January 16th**~~ **2:00 P.M. local time, on Thursday, January 23rd at City Hall.** *(revised by Addendum 3)*

*The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a bid if the submitter fails to furnish any required data required by the IFB, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all bids or parts thereof.*

Sealed bids shall be submitted in DUPLICATE to:
**The City of St. Charles, MO**
**Attn: Paul Feldmann**
**200 N. Second Street**
**St. Charles, MO 63301**

Envelopes must be clearly marked on the outside "BID 4770" with the date of the bid opening on the envelope.

There will be a public opening of the bids immediately following the bid deadline, on the first floor of City Hall.

Bids 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.

The successful bidder shall furnish a Performance and Payment bond for one hundred (100%) percent of the contract amount.

Documents will be available December 23, 2024 at https://www.stcharlescitymo.gov/bids.aspx. Questions regarding this project should be directed to the following persons no later than 5:00 PM on January 10th, 2025:

- Collette Koscielski, NAVIGATE Building Solutions at collette@navigatebuildingsolutions.com

There will be one (1) bid package associated with this bid. Please reference the detailed scope of work narrative provided in the bid documents. The work will include providing the necessary labor, materials and equipment to safely remove hazardous materials in preparation for building demolition by others.

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Prospective prime contractors and subcontractors are highly encouraged to attend the pre-bid meeting that will be held on **Monday January 6th at 3:00 pm** local time at existing building loading dock area located near 635 N. Main Center in St. Charles, MO. See the Invitation for Bid for a map. Site visits will not be permitted outside of this scheduled pre-bid meeting.

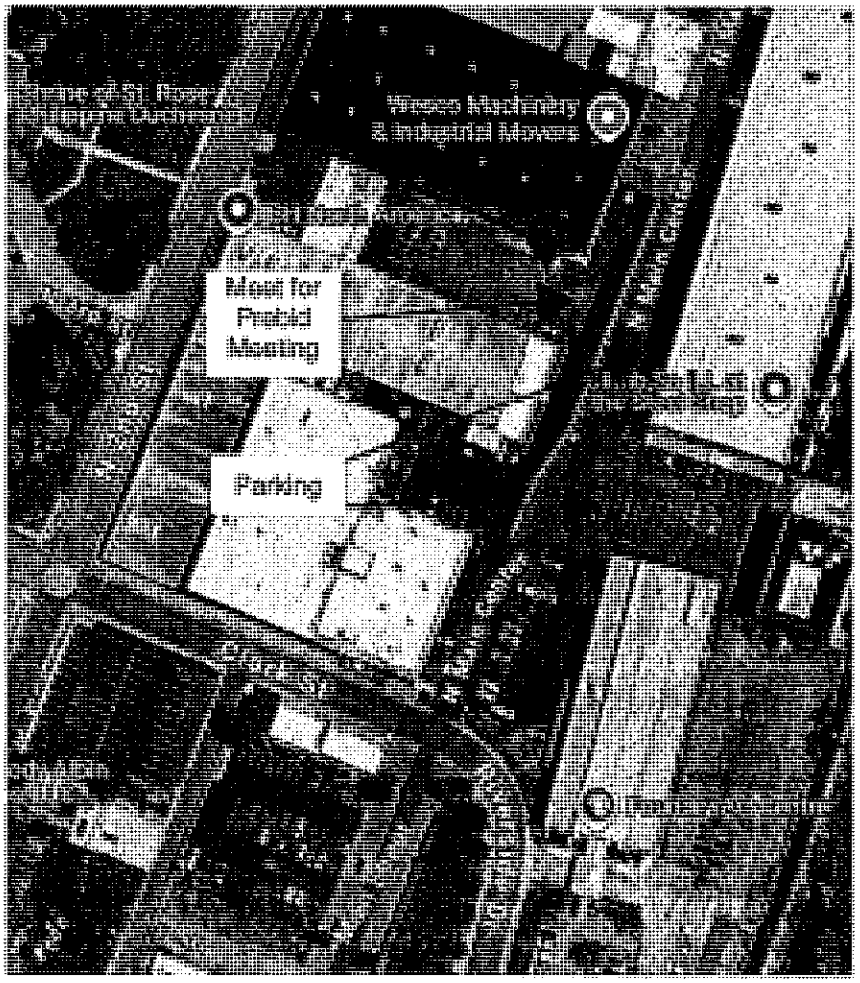
Not less than the prevailing hourly rates of wages, as set forth by the State of Missouri Department of Labor shall be paid to all workers performing work under this Contract.

The City reserves the right to reject any and all bids, or to advertise for new bids if deemed necessary.

The City of Saint Charles is an equal opportunity employer and does not discriminate because of age, ancestry, color, disability, familial status, religion or sex.

---

Map: Location for Pre-Bid Meeting and Walk-Through
~635 N. Main Center, St. Charles MO



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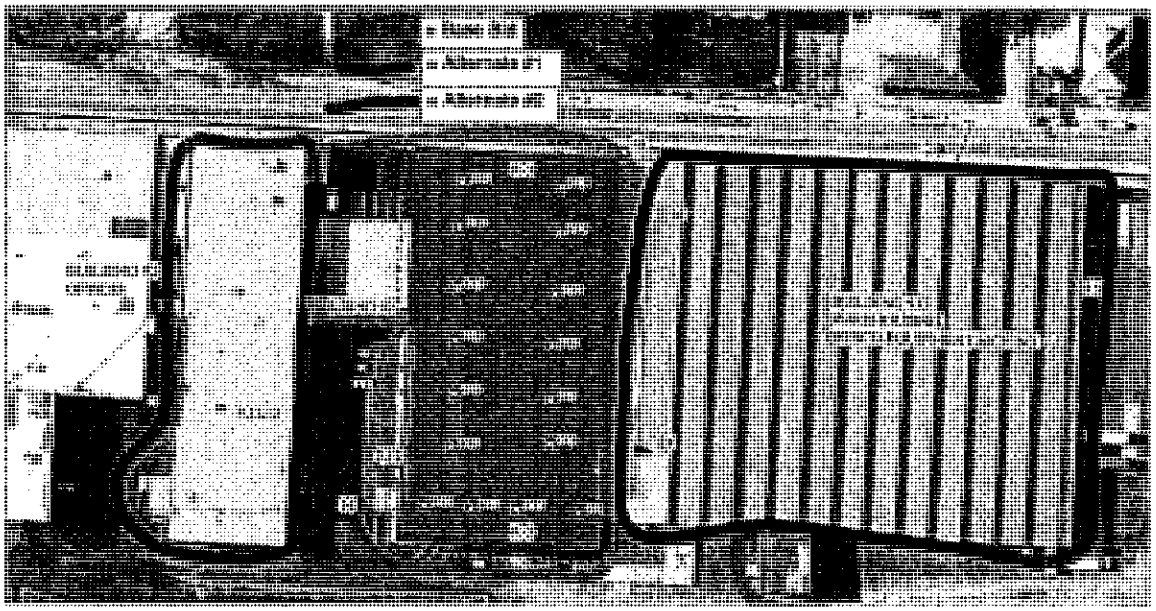


## Project Description

The City of Saint Charles has purchased a building at 655 North Main Street in Saint Charles, MO with the intention to demolish the building to prepare for construction of a new parking garage and new City Hall. Prior to building demolition all hazardous materials and universal waste must be safely removed.

For the base bid, only the hazardous materials and universal waste included within the highlighted area below is required at this time.

The remainder of Building 92 hazardous abatement and Building 92 universal waste removal will be addressed as bid alternates.



## Bid Submittal

Bids must be submitted on the forms provided and signed by authorized officers of the company. No partial or incomplete bids will be accepted. Clarification letter and unit price list must accompany the bid.

Bid submission shall include a list of the Contractor's unit prices to be used in the event that additional abatement needs are uncovered during the base bid abatement process.

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Bids 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.

Payment of Wages

If this bid is over $75,000, 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
$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. If bid is not over $75,000, then the prevailing wages do not apply.

Contractor Bond and Certificates of Insurance

Upon award of contract, the successful contractor shall, within ten working days, furnish a Performance and Payment bond for one hundred (100%) percent of the contract amount.

The contractor agrees that he shall and will indemnify, hold harmless and defend the Owner, his agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees), which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officer, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractors, their respective agents, servants or employees under or pursuant to this contract.

See Exhibit A to the A101 Contract for insurance requirements.

Contractor's Responsibility

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the Owner or relieving the Contractor from his/her liability as an independent contractor and, as such, he/she shall be solely responsible for the method, manner and means by which he/she shall perform his work, including, but not limited to supervision and control of his/her own personnel, and scheduling of the work required to insure its proper and timely performance and he/she shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he/she shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his/her own expense all injuries or damages to

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any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality of the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

Execution of the Work

The Contractor shall give his/her personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him/her.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Owner's Representative.

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work unsuitably or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the City shall give notice in writing, by registered mail, to the Contractor and surety of such delay, neglect, or default.

If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the City shall have full power and authority, at the City's option and without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor.

In case the expense so incurred by the City for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder, exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay

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to the City the amount of said excess. Failure of the City to take action as stipulated above shall not relieve the Contractor and surety of their obligations.

Schedule

Abatement activities are scheduled to begin upon vacancy of the current building tenants. The anticipated hazardous materials abatement start date is February 3, 2025. All permits should be obtained prior to this date upon Notice to Proceed.

All work awarded ~~(including final air clearances)~~ *(revised by Addendum 3)* shall be completed prior to March 14, 2025. Work shall not commence without issuance of a Contract and a Notice to Proceed.

Payment

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance.

The Project is Tax Exempt.

Liquidated Damages

The Contractor shall pay the City as liquidated damages and not as a penalty, the sum of $1,000.00 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

Scope of Work

The Owner's Representative (OR) referred to below is Navigate Building Solutions, LLC. The Owner referred to below is the City of Saint Charles, MO. The Architect referred to below is JEMA. The Contractor referred to below is the Abatement Contractor. This bid package includes, but is not limited to, the following:

1. Abatement of hazardous materials for Building 93 and the Boiler Room as identified in the asbestos survey activities report produced by SCI Engineering, Inc. dated December 13, 2024.
2. Removal of all universal waste within Building 93 and the Boiler Room as identified in the Hazardous Material / Universal Waste Survey letter produced by SCI Engineering, Inc. dated August 30, 2024.
3. ~~3rd Party air clearances as required during abatement operations~~ 3rd Party air clearances required during abatement operations will be provided via the Owner. *(revised by Addendum 3)*
4. Refer to diagram above for extents of abatement and universal waste removal for the base bid versus bid alternates.

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Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the project master schedule below.

1. Upon execution of this contract, this contractor must submit to the Owner's Representative a detailed critical path baseline construction schedule outlining each construction activity and phase. This schedule must fall within the master project schedule outlined below and be submitted no later than ten (10) days following execution of the contract. Contractor is required to provide updated work schedules on a weekly basis. Contractor's detailed activity schedule/critical path schedule shall adhere to the master project schedule. Should the Contractor fall behind schedule by more than 5 working days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the OR within 5 days of request by the OR.

   Project Master Schedule/Milestone Dates:

   | | |
   |---|---|
   | a. Request for Bids Issued | December 23, 2024 |
   | b. Pre-Bid Walk Through | January 6, 2025 @ 3:00 PM |
   | c. Bid RFI's Due | January 10, 2025 |
   | d. Receipt of Bids | January 16, 2025 |
   | e. Board Approval of Contractor | February 4, 2025 |
   | f. Notice to Proceed | February 5, 2025 |
   | g. Mobilization | February 10, 2025 |
   | h. Substantial Completion | March 14, 2025 |
   | i. All-Clear Letter | March 14, 2025 |

2. Contractor to reference SCI Engineering's Asbestos Survey Activities Report dated December 13, 2024 and SCI Engineering's Hazardous Material / Universal Waste Survey letter dated August 30, 2024. Contractor will be required to remove the hazardous materials that are noted as "NCI," NCII" or 'Friable."
3. ~~Contractor is responsible for 3rd-party air clearances required for abatement activities.~~ 3rd Party air clearances required during abatement operations will be provided via the Owner. *(revised by Addendum 3)*
4. Provide all supervision, labor, tools, equipment, and materials to complete the work.
5. Perform all freight, unloading, loading, distribution and hoisting of materials.
6. Perform all work in accordance with OSHA standards and the Additional Project Safety Requirements issued in the specifications (including OSHA 10-hour requirement).
7. The Contractor will be responsible for making all notifications and obtaining all permits required by any applicable Authorities Having Jurisdiction (AHJ) for this scope of work.
8. The Contractor shall include a final "All Clear" report upon the completion of the work.
9. The Contractor is responsible for verifying that building power is adequate to perform the scope of work. Contractor will be responsible for all power necessary, including Coordinate all work with the Owner Representative.

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10. This contractor shall provide all layout required to complete the work included in this Contractor's scope of work.
11. Review all drawings and specifications and accept responsibility for requirements, general notes, notes, specifications, and details as they relate to this scope of work.
12. Provide adequate dust control during construction work.
13. This Contractor shall furnish all dumpsters for the project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris. Cleanup all rubbish and debris from site and building daily.
14. Bi-weekly meetings at the jobsite will be held with the Owner's Representative and Architect. This contractor's Project Manager and Superintendent to coordinate the selective demolition and abatement scope of work. The work of this contractor must be performed in accordance with the decision and schedules formulated at these meetings so as not to delay the work. The Contractor's Project Manager and Foreman/Superintendent must be present at these meetings.
15. Provide temporary protection labor and material. Contractor to maintain this until all this contractor's work is complete. Once all the work has been completed this contractor will remove and dispose of the temporary protection.
16. Contractor to furnish first aid and safety supplies as needed.
17. This contractor is responsible for securing the building with temporary or permanent measures at the close of every day.
18. Contractor to maintain proper SDS sheets for all materials utilized by this Contractor (and its subcontractors) in a central location on site per OSHA standards. Site Specific Safety Plan shall be completed and kept on site at all times.
19. No tobacco use is allowed on the project.
20. Immediately upon award this contractor shall submit a proposed logistics plan for review. The Owner, Owner's Representative, Contractor, and Architect will meet to review and discuss site logistics and finalize an agreed upon plan of action for quality control, site logistics and construction parking.
21. This contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required. Contractor's daily reports should also include photographs of work in progress.
22. The Contractor and all sub-contractors are required to stay within the limits of construction. No equipment, material, vehicles, personnel, etc. are allowed outside the limits of construction.

Contractor shall reference the contract drafts provided in the bid documents. Contractor shall read and agree to these documents as part of the bid process. The selected Contractor will be required to sign the contract with no modifications prior to being recommended for a contract.

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# St. Charles City Hall Demolition
# Change Order Calculations

The maximum that will be allowed for overhead and profit on changes in work shall be as follows, expressed as a percentage of the basic cost of the change. The allowable percentages for profit or overhead may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing substantial Change Order to a Subcontractor) but in no event shall they exceed the following:

To the Contractor and/or its Subcontractor for work performed with their own forces 15%
To the Contractor for work performed by other than its own forces 5%
To the Subcontractor/Supplier for work performed with their own forces 15%
To the Subcontractor/Supplier for work performed by other than its own forces 5%

Not more than above specified percentages for overhead, bond, insurance, profit and commission will be allowed to be added to the basic cost, regardless of the number of tiers of Contractors, Subcontractors or Sub-subcontractors.

The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs. If required by the Owner, the Contractor shall provide a detailed breakdown to justify the labor burden. The Owner reserves the right to reject any labor burden which is inconsistent with other similar contractors or where the cost of fringe benefits are in excess of established labor agreements.

Material, equipment, and supply costs shall be quoted at the actual cost to the Contractor, or Subcontractor. Upon request, the Contractor (or Subcontractor) shall submit evidence to substantiate the costs. Said costs shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. In any proposal with material, equipment and supply credit, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered.

The percentages allowed for overhead and profit herein shall be deemed to include, and no further addition allowed the Contractor, Subcontractor or Sub-subcontractors for: (1) field and office supervision and administration, including the field superintendent and non-working foremen; (2) general insurance; (3) use or replacement of tools; (4) shop burden; (5) engineering costs; (6) performance (guaranty) and labor/material payment bonds; (7) cost of safety measure (including those imposed by OSHA); (8) permits, unless a new permit type is required; (9) warranty work.

Cost changes shall be computed by determining the basic costs enumerated below (as further specified under this Subparagraph), to which the overhead may be added, then the profit figure may be added, and finally adding the sales tax on materials if allowable.

For changes in the Work, the cost shall be determined as provided under this section. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Owner. As a minimum, the detailed breakdown shall include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) constitute the basic costs referred to under this section.

a)Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid the workmen in accordance with established management labor agreements.
b)Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor

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as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other costs will be allowed as burden on labor.
c)Quantities of materials, equipment, and supplies, at their actual costs, with unit costs indicated.
d)The cost of subcontracted work, computed in the same way as provided for under this section.
e)Overhead, profit and commission as set forth herein.
f) Applicable sales tax on materials, added after the above computations are complete.

Subcontractors (or Sub-subcontractors) shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and the same maximum percentages for overhead and profit. To the Subcontractor's price, the Contractor may add up to a maximum of five percent (5%). For changes involving work of the Contractor with its own forces and work by a Subcontractor (or Sub-subcontractor), the commission shall be applied directly to the Subcontractor's price, with the overhead and profit figure applied only to the Work the Contractor performs with its own forces.

For changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to net difference where the extra exceeds the credit.

For changes resulting in a credit in the basic costs, a reasonable allowance for overhead, profit or commission may be required to be credited to the Owner, as approved by the Owner. In general, no credit for overhead, profit or commission will be required where the net change credit is minor or where the Change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor. In the event of substantial subcontract credits or for Work the Contractor does not provide or perform, a reasonable overhead, profit or commission credit shall be allowed to the Owner, as determined by the Owner.

Contractor may be directed to proceed in writing by the Owner or Owner Representative on a time and material basis for a change. In such case, the Contractor must notify Owner Representative when work is beginning, when it is complete and daily tickets must be submitted as backup documentation. Daily tickets to be signed daily and verified by the Contractor's onsite superintendent and submitted daily to the Owner Representative. Any change order request submitted without these daily signed tickets will be rejected and will not be compensated.

Additional scope that is authorized to be completed on a T&M basis on behalf of the Owner, shall be documented as follows:

a) Contractor shall issue daily tickets identifying hours worked, classification of worker, materials used, internally or externally rented equipment, and subcontractors utilized.
b) The additional scope should be delineated from the base bid scope.
c) Hours worked shall be verified by the General Contractor's Superintendent and/orAuthorized Owner's Representative and indicated by signature on daily work tickets.
d) There should be a separate ticket for each day that additional scope of work takes place.
e) Unit costs, material costs and rental rates will be evaluated according to typical marketvalue.
f) The contractor is responsible for expending costs with the Owner's best interest in mind.

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# Exhibit F - Contract Document Log

| Pages | Document | Author | Date |
|---|---|---|---|
| | | | |
| 1 - 32 | 620 N 2nd Street - Asbestos Survey (SCI 2023-0838.2B) | SCI Engineering, Inc. | 12/13/2024 |
| 1 -2 | Hazardous Material / Universal Waste (SCI 2023-0838.2B) | SCI Engineering, Inc. | 12/23/2024 |
| 4 | Annual Wage Order No. 31 | MO Dept of Labor | 3/8/2024 |
| 7 | Missouri Department of Labor Prevailing Wage Forms | MO Dept of Labor | - |
| 1 | Addendum 1 | NAVIGATE Building Solutions | 1/6/2025 |
| 1 | Addendum 2 | NAVIGATE Building Solutions | 1/13/2025 |
| 1-7 | Addendum 3 | NAVIGATE Building Solutions | 1/15/2025 |
| 1-20 | Addendum 4 | NAVIGATE Building Solutions | 1/22/2025 |

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EXHIBIT G to A101

**SCI ENGINEERING, INC.**
**EARTH • SCIENCE • SOLUTIONS**
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

December 23, 2024

Jonathan Silver, P.E.
City of St. Charles
200 N 2nd Street, Suite 200
St. Charles, Missouri 63301

and

R. Jay Rakers, P.E.
Crawford, Murphy & Tilly (CMT)
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Hazardous Material/Universal Waste Survey Activities
Frenchtown Great Streets - 620 N 2nd Street
St. Charles, Missouri
SCI No: 2023-0838.2B

Dear Jonathan Silver:

**Introduction**

SCI Engineering, Inc. (SCI) is pleased to submit this report of the results of our Hazardous Material/ Universal Waste Survey. The purpose of the HM/UW Survey was to identify certain items that may require specialized disposal prior to the proposed demolition activities of Buildings 92 and 93.

SCI performed a survey of hazardous materials/universal waste items located within the above-referenced structures. Hazardous materials/universal waste items typically include, but are not limited to, fluorescent bulbs and ballasts, mercury switches, high intensity discharge lamps, mercury vapor lamps, emergency light batteries, refrigerant gases, paints, cleaners, and other chemicals. Some of these items are not suitable for disposal in municipal landfills and may require specialized removal and disposal prior to demolition and renovation activities.

**Building 92** (This is the BH Building to remain; not included in Base Bid scope)

SCI observed the following materials within Building 92, which should be considered hazardous materials/universal wastes, and require removal prior to demolition activities:

- Fluorescent bulbs – 1330
- Fluorescent ballasts – 666
- Exit signs – 17
- Mercury thermostats – 2
- Smoke detectors – 4

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- Fire extinguishers – 8
- 8' fluorescent bulbs – 8
- Paint – 4 gallons
- Aerosol cans - ~150
- Gasoline – 25 gallons
- Sealant – 25 gallons
- Motor oil – 50 gallons
- Roofing cement – 10 gallons
- Paint – 20 gallons
- Coolant – 20 gallons
- Oil – 25 gallons
- Refrigerant gases associated with air conditioning units

**Building 93** (This includes Sawtooth also)

SCI observed the following materials within Building 93, which should be considered hazardous materials/universal wastes, and require removal prior to demolition activities:

- Fluorescent bulbs – 76
- Fluorescent ballasts – 38
- Smoke detectors – 125
- Halogen lamps - 198
- Fire extinguishers – 37
- ~~Paint – 25 gallons~~
- ~~Aerosol cans - ~100~~
- ~~Motor oil – 10 gallons~~
- Flood lights – 9
- ~~Car batteries – 10~~
- ~~55-gallon lubricant drums~~ – 9
- ~~Transmission fluid – 30 gallons~~
- ~~Hydraulic oil – 50 gallons~~

contained / consumable items are assumed to be removed by the tenant.

SCI appreciates the opportunity to be of service to you on this project, and we look forward to working with you in the future. Please contact us if you have any questions or comments regarding the information provided.

Respectfully,

**SCI ENGINEERING, INC.**

Benjamin K. Butterfield, CHMM
Senior Scientist

Jessica B. Keeven, CHMM
Senior Scientist

BKB/JBK/hmm

N:\Projects\2023\2023-0838 Frenchtown Grant Streets\2B\Universal Waste\Hazardous Material-Universal Waste Survey.doc

# AIA® Document G701® – 2017

## Change Order

| PROJECT: *(Name and address)* | CONTRACT INFORMATION: | CHANGE ORDER INFORMATION: |
|---|---|---|
| St. Charles City Hazardous Material Abatement of Building 93<br>620 N. 2nd Street<br>St. Charles, MO 63301 | Contract For: Abatement<br><br>Date: 3/5/2025 | Change Order Number: 001<br><br>Date: 3/7/2025 |
| **OWNER:** *(Name and address)* | **ARCHITECT:** *(Name and address)* | **CONTRACTOR:** *(Name and address)* |
| City of St. Charles<br><br>200 N. 2nd Street<br>St. Charles, MO 63301 | JEMA<br><br>2823 Olive Street<br>St. Louis, MO 63103 | American Asbestos Abatement LLC dba Midwest Service Group<br>570 Turner Blvd.<br>St. Peters, MO 63376 |

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Cost of material, equipment, and labor to properly abate and dispose of 17 fire doors. Cost includes erection of containment area to dismantle 1 of the 17 doors under negative air pressure. Air monitoring by others. - $14,980

Cost to include all material, equipment, and labor to cover openings with plywood at first floor of Building 93 where windows are being removed during the abatement process. - $7,240

| | | |
|---|---|---|
| The original Contract Sum was | $ | 36,280.00 |
| The net change by previously authorized Change Orders | $ | 0.00 |
| The Contract Sum prior to this Change Order was | $ | 36,280.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ | 22,220.00 |
| The new Contract Sum including this Change Order will be | $ | 58,500.00 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be the same.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE , CONTRACTOR AND OWNER.**

| | |
|---|---|
| American Asbestos Abatement LLC dba Midwest Service Group | City of Saint Charles, MO |
| **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| Tim Scott | DocuSigned by: Lawrence S. Dobrosky, Jr. 3E0B0A1A8B7D4A0... |
| **SIGNATURE** | **SIGNATURE** |
| Tim Scott - PM | Lawrence S. Dobrosky, Jr. Director of Administic |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| 3/5/2025 DS | 3/27/2025 |
| **DATE** | **DATE** |
| | City Clerk |
| | DocuSigned by: Kimberly Hudson 70E399BA7AAF426... 3/27/2025 |
| | Kimberly Hudson city clerk.. |

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# 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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor
C6FB3E8A40BE40D...

3/25/2025

Director of Finance — Date

Jennifer O'Connor

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American Asbestos Abatement dba
**Midwest Service Group**

570 TURNER BLVD.
ST. PETERS, MISSOURI 63376
(636) 626-2777
FAX (636) 926-7802

**100% Women's Business Enterprise**

February 24, 2025

Mr. Tom Sorcabal
Navigate Building Solutions
8419 Manchester Road
Brentwood, MO 63144

Dear Mr. Sorcabal:

***Request For Change***

Midwest Service Group is pleased to submit the following request for change for the labor, materials, equipment, and insurance required to complete the removal and disposal of asbestos containing fire doors within section of Building 93 to be demolished. 17 fire doors of various sizes were discovered on site 2/20/2025 during a site visit with Mr. Tom Sorcabal of Navigate Building Solutions. 16 doors will be removed intact and disposed of without disturbance of asbestos containing materials, 1 - 17' x 10' fire door will need to be dismantled within a negative pressure containment prior to disposal due to the size of the door.

An add alternate is also listed below for the board up of all ground level windows from the exterior of the building after removal.

**EXCLUSIONS**

3rd Party Air Monitoring / Final Air Clearances
Any removal or salvage of exterior building components to complete window board up.

AGREEMENT

| | | |
|---|---|---|
| CLIENT: | City of St. Charles | |
| PROJECT: | St. Charles City – Hazardous Materials Abatement of Building 93 (Fire Doors) | |
| COST: | **Asbestos Abatement removal and disposal is request for change:** | **$14,980.00** |
| **Add Alternate:** | **Board up of ground level window openings is add alternate:** | **$7,240.00** |
| TERMS: | Net 30 days. A 1 1/2% per month interest charge will be assessed on accounts past due. | |
| TERMS & CONDITIONS: | **SEE ATTACHED. THIS PROPOSAL IS NULL & VOID WITHOUT ACCEPTANCE OF THE TERMS & CONDITIONS** | |
| TIMING: | This proposal is firm for 45 days. Reconsideration will apply beyond this period. | |
| STANDARDS: | All work detailed in this proposal will be performed in accordance with State, local, EPA, and OSHA regulations. | |

If this proposal is acceptable, please sign and return it to my attention. Should you have any questions, please contact me at (636) 926-7800. We look forward to performing this service for you.

DS

Sincerely,
MIDWEST SERVICE GROUP

Tim Scott
Project Manager

DocuSigned by:
Kimberly Hudson
70E399BA7AAF426...
Kimberly Hudson city clerk..

3/27/2025

Accepted: DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Date: 3/27/2025

Lawrence S. Dobrosky, Jr. Director of Administion

Docusign Envelope ID: 394FBC5C-DBA0-4656-9461-5D307B98D7DA

# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $1,990.00 |
| LABOR CHARGES | | $8,850.00 |
| DISPOSAL / LULL RENTAL | | $4,140.00 |
| TOTAL | | $14,980.00 |

St. Charles City Fire Doors · C.O.R.

PM SIGNATURE

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# SUMMARY OF CHARGES

| | | |
|---|---|---|
| MATERIAL/EQUIPMENT CHARGES | | $1,222.00 |
| LABOR CHARGES | | $6,018.00 |
| DISPOSAL / LULL RENTAL | | $0.00 |
| TOTAL | | $7,240.00 |

St. Charles City Board Up - C.O.R.

PM SIGNATURE

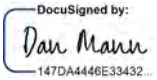
## Certificate Of Completion

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Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_CC 5/20_24ENG1_CITY CENTRE_MIDWEST SERVICE GRP
Source Envelope:
Document Pages: 116
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 10.101.81.73

## Record Tracking

Status: Original
5/5/2025 4:35:39 PM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dan Mann<br>daniel.mann@stcharlescitymo.gov<br>Director of Engineering<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>147DA4446E33432...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.169.38<br>Signed using mobile | Sent: 5/7/2025 9:34:57 AM<br>Viewed: 5/8/2025 2:12:13 PM<br>Signed: 5/8/2025 2:12:57 PM |
| Willie Hantack<br>William.Hantack@stcharlescitymo.gov<br>Audit & Accounting Manager<br>City of Saint Charles, MO<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/8/2025 2:12:59 PM<br>Viewed: 5/12/2025 7:02:57 AM<br>Signed: 5/12/2025 7:04:58 AM |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>  <br>CA2B397B773142A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 7:05:00 AM<br>Viewed: 5/12/2025 10:20:22 AM<br>Signed: 5/12/2025 10:22:10 AM |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 10:22:12 AM<br>Viewed: 5/12/2025 10:57:07 AM<br>Signed: 5/12/2025 10:57:25 AM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Holly Magdziarz<br>25D56664397942C...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 10:57:28 AM<br>Viewed: 5/12/2025 12:27:58 PM<br>Signed: 5/12/2025 12:28:10 PM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Jennifer O'Connor<br>C5FB3E8A40BE40D...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 12:28:12 PM<br>Viewed: 5/12/2025 12:35:32 PM<br>Signed: 5/12/2025 12:35:56 PM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Lawrence S. Dobrosky, Jr.<br>3E05A81A58094AA...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 12:36:02 PM<br>Viewed: 5/13/2025 10:08:49 AM<br>Signed: 5/13/2025 10:09:11 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/13/2025 10:09:14 AM<br>Viewed: 5/13/2025 10:31:55 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br><br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/12/2025 12:36:01 PM<br>Viewed: 5/12/2025 12:49:06 PM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/7/2025 9:34:57 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

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Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Engineering | **Department Contact:** | Nick Galla/Grace Capritta |
| **Vendor Name & NWS#:** | 1969 - REITZ & JENS INC | | |
| **Description/Purpose:** | Authorization to enter into Supplemental Agreement No. 1 with Reitz and Jens, Inc. for the Beaver Creek Court Bank Stabilization project in an amount of $44,000.00 for a total contract amount not to exceed $124,000.00 | | |
| **Account #:** | 412-502-502-873-700 (MoDNR) $38,121.60 (86.64%)<br>517-502-535-873-110 $3,667.34 (8.03%)<br>517-502-502-873-110 $2,211.06 (5.03%) | | |
| **Project #:** | 24ENGSW002 | | |
| **Amount of this Routing:** | $ 44,000.00 | **Change PO #:** | |
| **Contract Type:** | Contract Amendment | **N/A** | Coop#: |
| **Contract Term:** | to completion | **Renewal Options:** | |
| **If Renewal or Amendment: C#** | 24-279 | **Amendment #** 1 | **Renewal #** N/A |
| **Original Contract Value:** | $ 80,000.00 | **Total of Previous Amendments:** | $ 0.00 |
| **Total Contract Value:** | $ 124,000.00 | | |

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Dan Mann | DocuSigned by: Dan Mann 5/8/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann 5/12/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 5/12/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor 5/12/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 5/13/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

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**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):** 5 **Sponsor(s):** CONSENT AGENDA

**Description:**
Authorization to enter into Supplemental Agreement No. 1 with Reitz and Jens, Inc. for the Beaver Creek Court Bank Stabilization project in an amount of $44,000.00 for a total contract amount not to exceed $124,000.00

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

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

**Summary:**
The existing creek bank within Waplehorst Park has become unstable. Erosion of the soil creek bank during heavy rain events has caused the creek bank to erode away. Repair and stabilization of the creek bank is urgent because the unstable bank is threatening the stability of a nearby residence on Beaver Creek Court. The City contracted with Reitz & Jens for engineering and design services to stabilize the creek bank on City owned property at Waplehorst Park to protect the homes along Beaver Creek Court. During design, it was determined the existing sanitary sewer running along the creek will need to be relocated further away in order to stabilize the creek bank. Also during design, it was observed that flooding occurs at the bottom of the hill along Beaver Creek Drive. Additional design and engineering work is needed to relocate the sanitary sewer further away from the creek and to address localized flooding along Beaver Creek Drive. These items were not included with the original scope of work with Reitz and Jens. The additional scope requires a supplemental agreement to increase the contract amount by $44,000 for a total contract not to exceed $124,000. Staff recommends approval of the supplemental.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
**Fiscal Impact:** 44,000.00 **Change PO #:** _____

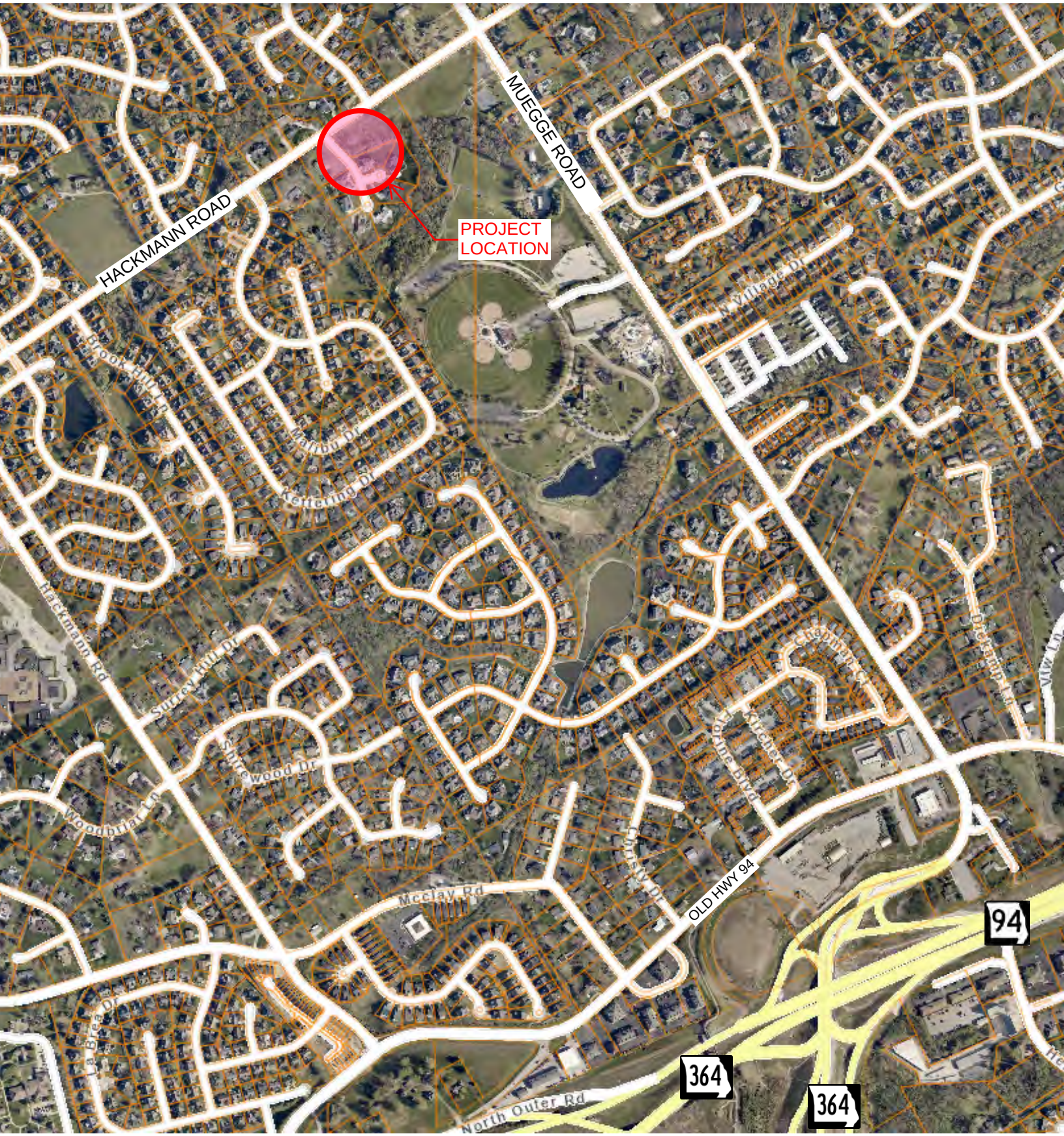
**Account #:** 412-502-502-873-700 (MoDNR) $38,121.60 (86.64%)
517-502-535-873-110 $3,667.34 (8.03%)
517-502-502-873-110 $2,211.06 (5.03%)

**Project #:** 24ENGSW002

RCA prepared by: NG Dept. Dir. DM Finance Dir. MP Dir. of Admin. LSD

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# 24ENGSW2 BEAVER CREEK COURT BANK STABILIZATION
# LOCATION MAP



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# SUPPLEMENTAL AGREEMENT NO. 1

## ENGINEERING SERVICES CONTRACT
## BETWEEN
## CITY OF SAINT CHARLES, MISSOURI
## AND
## REITZ AND JENS, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 1 to the Engineering Services Contract made and entered into this _____ day of _____, 2025 by and between the City of Saint Charles, Missouri hereinafter referred to as "CITY" and **Reitz and Jens, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on December 10, 2024 the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the **BEAVER CREEK COURT BANK STABILIZATION**, hereinafter "PROJECT". The total contract value was $80,000.00.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 1 Scope and Fee as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Forty Four Thousand Dollars and no cents ($44,000.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Schedule B) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $44,000.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Schedule C) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $80,000.00 to $124,000.00.

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**SUPPLEMENTAL AGREEMENT NO. 1**

**ENGINEERING SERVICES CONTRACT**
**BETWEEN**
**CITY OF SAINT CHARLES, MISSOURI**
**AND**
**REITZ AND JENS, INC.**

REITZ AND JENS, INC.

Signature 5/1/2025 Date

Jeff Bertel
Printed Name

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

ATTEST:

Signature 5/1/2025 Date

JEFFREY L. FOUSE
Printed Name

ATTEST:

City Clerk Date

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 5/12/2025
C5FB3E8A40BE4DD...
Director of Finance Date
Jennifer O'Connor

Docusign Envelope ID: 058E8EB3-B433-4A55-8CA0-A6DCCCD7F57D

**SCHEDULE B**

REITZ & JENS, INC.
CONSULTING ENGINEERS

1055 corporate square drive
st. louis, mo 63132
phone: 314.993.4132
fax: 314.993.4177
www.reitzjens.com

April 23, 2025

Nicholas Galla, PE
City of St. Charles, MO
200 N Second St.
St. Charles, Missouri 63301

Re: 24ENGSW2 Beaver Creek Court Bank Stabilization
Extension Request

Dear Mr. Galla:

We are pleased to provide the following proposal to extend our existing contract for project 24ENGSW2 Beaver Creek Bank Stabilization in St. Charles, Missouri. The existing contract was executed on December 10, 2024. This extension request is for survey, geotechnical investigations and design services for new storm water features west of Beaver Creek Drive and relocating the sanitary sewer on the north side of the West Branch of Cole Creek. The additional services are in general accordance with the meeting to discuss the scope on April 10, 2025.

**SCOPE OF SERVICES**

The City requested that Reitz & Jens evaluate the existing stormwater runoff west of Beaver Creek Drive and evaluate options to intercept runoff and reduce the frequency of temporary ponding near the entrance to Beaver Creek Drive. The following services are included in our amended scope of services:

- We will subcontract with BAX Engineering & Survey to obtain an additional topographic survey for the area to be evaluated.
- We will complete hydrologic and hydraulic analyses to determine runoff.
- We will develop conceptual level plans and cost estimates for stormwater features to intercept runoff and reduce ponding. We will present these concepts to the City before proceeding with the final design.
- We will incorporate the stormwater features chosen by the City into the overall project plans and specifications.

To facilitate bank stabilization, the creek could be offset north into the park property. Offsetting the creek to the north may require relocating an existing sanitary sewer. The City would like to explore this option and incorporate the sanitary sewer relocation in the overall project plans and specifications. The following services are included in our amended scope of services:

- We will subcontract with BAX to complete additional topographic survey.
- Complete probe holes to determine the depth to rock along the potential alignment of the relocated sanitary sewer.
- Design a new alignment and structures for the relocated sanitary sewer. The portion of sewer being relocated is approximately from the intersection of Beaver Creek Drive and two structures downstream. The relocated sewer will match the diameter of the existing sewer with positive slope, and because there are no new inputs, no additional calculations

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**SCHEDULE B**



will be required.

We incorporate the stormwater features and relocated sanitary sewer into the final plans. We will develop job special provisions, but our scope of services does not include full project specifications or bid documents.

Construction Phase Services - Our scope of services includes approximately 16 hours of Senior Project Manager time for submittal review, RFIs and questions during construction.

**SCHEDULE**

The topographic survey is presently being completed and we expect to have the deliverable by May 21, 2025. We will complete the conceptual design for the bank stabilization, additional stormwater features and relocated sanitary sewer by July 21, 2025. The final design plans and job special provisions will be complete by 29, 2025.

**PROPOSED FEE**

Reitz & Jens' fee for the above scope of services will be billed on a time and material basis in accordance with the attached rate schedule. Our not-to-exceed fee to provide the scope of services outlined above is $44,000.

If the above scope and fee are acceptable, please forward a contract for our review and signature. If you have any questions, or want to discuss this project in more detail before authorizing us to proceed, please contact me at (314)-993-4132, ext. 227 or ekarch@reitzjens.com .

Very truly yours,
Reitz & Jens, Inc.

Eric Karch, P.E.
PRINCIPAL

p:\stchasmopw\2024011219\doc\pro\beaver creek ct_extension pro - 04222025.docx

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# SCHEDULE C

**FEE ESTIMATE**
**City of St. Charles, MO**
**7 Beaver Creek Court Bank Stabilization**

| Task Description | Principal | Senior Project Manager | Project Manager | Project Engineer | Staff Engineer / Project Geologist | CADD Technician | Engineering Technician IV | Engineering Technician II | Administrative Assistant | Total RJ Hours | **Total RJ Fee** | Expenses Allowances | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | Subconsultant | Reitz & jens, Mileage | Reitz & Jens Other | Description of Other |
| 2024 Hourly Rates | $210 | $182 | $172 | $146 | $120 | $90 | $92 | $73 | $68 | | | | | | |
| **Scope Meeting/Extension Request** | | 4 | | | 2 | | | | | 6 | $968 | | | | |
| **Survey and Utility Coordination** | | 2 | | | | | | | | 2 | $364 | $8,923 | | | |
| **Sanitary Sewer Design (Relocate Sewer)** | 0 | 9 | 0 | 29 | 0 | 20 | 0 | 0 | 0 | 58 | $7,672 | | | | |
| **Stormwater Design (Add/Revise Sewer)** | 0 | 14 | 4 | 72 | 0 | 40 | 0 | 0 | 0 | 130 | $17,348 | | | | |
| **Construction Phase Services** | | 16 | | | | | | | | 16 | $2,912 | | | | |
| **Geotechnical Probe Holes** | | | | 5 | | | 6 | | | 11 | $1,282 | $1,575 | | | |
| **TOTAL** | 0 | 45 | 4 | 106 | 2 | 60 | 6 | 0 | 0 | 223 | $30,546 | $10,498 | $0 | $0 | |

| | |
|---|---|
| TOTAL REITZ & JENS FEE | $30,546 |
| TOTAL EXPENSES | $10,498 |
| CONTINGENCY (10%) | $3,055 |
| **TOTAL ESTIMATE** | $44,000 |

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# CITY OF ST. CHARLES, MISSOURI
## ENGINEERING SERVICES CONTRACT

THIS ENGINEERING SERVICES CONTRACT (hereinafter, the "Contract") is made in St. Charles County, Missouri, by and 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 **Reitz & Jens, Inc**. (hereinafter, the "Consulting Engineer" or "Engineer").

The City intends to construct a project (hereinafter, the "Project") in Saint Charles, Missouri, described as follows:

Project Name: **24ENGSW2 Beaver Creek Court Bank Stabilization**

Project Description: Improvements to stabilize the creek bank along the West Branch of Cole Creek and adjacent to the residence at 7 Beaver Creek Court

Project Location: West Branch of Cole Creek and adjacent to the residence at 7 Beaver Creek Court

The City contracts with the Consulting Engineer to perform professional engineering services for the Project, and to perform the professional engineering services as more particularly described herein. By executing this Contract, the Consulting Engineer represents to the City that the Consulting Engineer is qualified to perform the professional engineering services required for this Project and by this Contract, and is licensed to practice engineering by the public entities having jurisdiction over the Consulting Engineer and the Project.

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**SECTION I: DEFINITIONS.**

As used in this Contract, the following words shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Contract, and other forms of any defined words shall have a meaning parallel thereto.

A. "City" means the City of Saint Charles, Missouri.

B. "Construction Cost" means and includes the total cost of the entire construction of the Project, including overhead and profit, supervision, materials, supplies, labor, tools, equipment, transportation or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer fee, special consultant's fee, or other payments to the Consulting Engineer and shall not include cost of land, right-of-way or easement acquisition or financing costs.

C. "Consulting Engineer" means the person or persons, partnership, limited liability company, corporation, association, joint venture or other entity identified on Page 1 of this Contract to perform engineering services, preparation of plans, specifications or contract documents. The Consulting Engineer shall retain the services of engineers, architects, landscape architects, and surveyors licensed by the State of Missouri to perform services required by this Contract.

D. "Contract Documents" means the documents identified in the contract required for construction of the Project and including Engineering Documents. Terms defined in the General Conditions of the contract for construction of the Project shall have the same meaning when used in this Contract unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Contract shall prevail in the interpretation of this Contract.

E. "Contract Time" means the completion of contract documents suitable for competitive construction bidding as shown in Section ll-1.

F. "Engineering Documents" means documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports.

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G. "Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, construction administration, if applicable, and other acts, duties, and services required of the Consulting Engineer pursuant to this Contract together with such other services as the City may require pursuant to this Contract.

H. "Percent of Services Completed" means work completed in accordance with the completion of the scope of work as stated in **Schedule B**, Consulting Engineer Scope of Services, to this Contract.

I. "Program" means a study or other concept criteria required to determine the total design scope of the Project.

J. "Project" means the project identified on page 1 of this Contract.

K. “Project Charter” means a document defining the purpose, goals, scope, objectives, constraints, and overall approach for the work to be completed as part of the project including deliverables, budget, time constraints, risks, resources, and standards agreed upon for the project. The Project Charter is subject to change by mutual agreement of the City and Consulting Engineer throughout the duration of this contract.

L. “Project Costs” means the total cost of the project including but not limited to all planning/design, utility relocation, right-of-way/easement acquisition, and construction costs.

M. "Project Manager" means the person designated by the City or the Consulting Engineer to act as the City's and Consulting Engineer’s respective representatives for the Project. The City's Project Manager is identified on the Project Charter.

N. “Project Progress Report” means the monthly report submitted by the Consulting Engineer with the monthly invoice reporting the Percent of Services Completed to date in the form attached as Exhibit A to this Contract and incorporated herein by this reference.

O. "Reimbursable Expenses" means those expenses of the Consulting Engineer as authorized by the City and identified on a schedule to this Contract.

P. "Right-of-Way" and "Easements" means street, highway, or road right-of-way, drainage or utility easements, or any other land dedicated to or otherwise subject to public use.

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Q. "Scope of Engineering Services" means the work as defined and identified with a time schedule in **Schedule B**, Consulting Engineer Scope of Services, to this Contract and incorporated herein by this reference.

R. "Subsurface Borings and Testing" means borings, excavations, probing, subsurface explorations, laboratory tests and inspections of samples, substances, materials and equipment and appropriate professional interpretations, reports related thereto and logs of all the foregoing.

**SECTION II: COMPENSATION.**

A. Total Fee: City agrees to pay Consulting Engineer at actual hourly costs and directly reimbursable fees in accordance with the attached rate schedule attached hereto as **Schedule C**. The total amount paid to the Consulting Engineer shall be the actual hours expended multiplied by the hourly rate from **Schedule C**, plus directly reimbursable fees as computed from **Schedule C**. The total payments pursuant to this Contract shall not exceed

**Eighty Thousand dollars ($80,000.00)**

The Total Fee is based on the performance of the Scope of Services specified in this Contract, with submittal of final construction documents including but not limited to plans, specifications, and engineer's estimate/opinion suitable for solicitation of competitive construction bid proposals on or before **May 2, 2025**. Payment to Consulting Engineer shall be made monthly based upon itemized invoices indicating the Percent of Services Completed.

B. Additional Services: Consulting Engineer shall provide services in addition to those listed in Section III when the services are authorized in writing by the City. Prior to commencing any additional services, the Consulting Engineer shall submit to the City a proposal outlining the additional services to be performed and a proposed total fee for the additional services. City shall pay Consulting Engineer for additional services in accordance with the fees stated **Schedule C**, Schedule of Fees and Hourly Rates, which is attached to this Contract. Reimbursable Expenses incurred in conjunction with additional services shall be paid separately and shall be paid at the cost set forth on a schedule to this Contract. Consulting Engineer shall maintain all records supporting the cost of Reimbursable Expenses and pertaining to additional services and the records shall be open for City inspection.

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C. Special Services: City may request Consulting Engineer to provide special services as a consultant or witness in any litigation, legal or administrative proceeding arising out of the Project. Consulting Engineer shall not be compensated by City if the special services are to defend the Consulting Engineer's professional Engineering Services. Consulting Engineer shall not be compensated by City to appear at any hearing or judicial proceeding necessary to acquire easements or right-of-ways for the Project. If the Consulting Engineer is requested by the City to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, the Consulting Engineer shall be paid based upon the fees set forth in **Schedule C**, Schedule of Fees and Hourly Rates to this Contract.

D. Invoicing and Payment Processing: Consulting Engineer shall invoice the City monthly for all services performed to date and based on the Percent of Services Completed as shown on the Project progress report submitted to City with the invoice. City shall process the invoice and pay the Consulting Engineer within thirty (30) calendar days of receipt and approval of the invoice.

The City shall make payment to the Engineer in accordance with Section 8.960, RSMo.

E. City Right to Withhold Payment: In the event the City becomes aware that any cost, charge, or representation of the Consulting Engineer provided in its invoice is believed by the City to be inaccurate or incorrect, the City may withhold payment of the amount invoiced related to the disputed amount until the matter is corrected to the City's reasonable satisfaction. The City will notify the Consulting Engineer of the disputed amount as soon as reasonably practicable. City and Consulting Engineer will cooperate to expeditiously effect a resolution of the disputed amount and Consulting Engineer shall issue a revised invoice to City as necessary. Invoiced amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures in Section II.D.

F. Project Progress Report: A Project Progress Report shall be submitted with each monthly invoice reporting the Percent of Services Completed to date by task.

G. Change of Scope of Engineering Services: For substantial modifications to the Scope of Engineering Services or substantial modifications of drawings or specifications previously accepted by City and when requested by City and through no fault of the Consulting

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Engineer, the Consulting Engineer shall be compensated for time and expenses incurred based upon **Schedule C**, Schedule of Fees and Hourly Rates plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in the Total Fee or Contract Time must be approved through a written Supplemental Agreement. This Contract may be amended to provide for additions, deletions and revisions in the Engineering Services, Contract Time or to modify the terms and conditions thereof by written Supplemental Agreement. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If corrections or revisions are not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be adjusted accordingly.

**SECTION III: RESPONSIBILITIES OF CONSULTING ENGINEER.**

The Consulting Engineer shall provide and perform the Engineering Services set forth in the Consulting Engineer Scope of Services (**Schedule B**) within the Contract Time and which are required for the construction of the Project.

A. PROJECT MANAGEMENT

1. Services: The services to be provided are set out in **Schedule B**.

2. The Consulting Engineer agrees to follow and abide by all requirements of the City of St. Charles' Project Management Manual (PMM) in the execution of this contract.

3. The Consulting Engineer shall advise the City at each cost estimate/opinion submission if, in its opinion, the amount budgeted for the Project is not sufficient to cover the Project Cost.

B. BIDDING PHASE.

1. Services: The services to be provided during this phase are set out in **Schedule B**.

2. Bids that Exceed Cost Estimate/Opinion: If all bids received and opened exceed the Engineer's Estimate/Opinion, the Consulting Engineer, at the request of City and for

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no additional cost to the City, shall prepare a report for the City identifying why the bids exceeded the Engineer's Estimate/Opinion. The City has four (4) options if the bids exceed the Engineer's Estimate/Opinion. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Contract; or (4) cooperate in revising the Project scope or specifications, as necessary to reduce the Construction Cost. If option number 4 is selected, the Consulting Engineer shall negotiate with City in order to revise and modify the drawings and specifications as necessary to achieve compliance with the Engineer's Estimate/Opinion.

C. CONSTRUCTION PHASE.

1. In-house Construction Administration and Construction Project Representative (CPR) Services: It is understood that the City may provide in-house or subcontracted construction administration and CPR services for the Project. The Consulting Engineer shall cooperate, consult with and advise City or its subcontractor regarding construction administration and CPR matters when requested. In the event that CPR services are a Consulting Engineer provided service as set out in **Schedule B**, any delay in construction caused by the Consulting Engineer's work shall not be grounds for additional payment.

2. Services: The services provided during this phase are set out in **Schedule B**.

3. Supplemental Drawings: If during construction situations arise which require supplemental drawings or details, the Consulting Engineer shall timely provide such supplemental drawings or details at no cost to the City when the supplemental drawings or details are required to correct the Consulting Engineer's negligent errors or omissions or to clarify the Consulting Engineer's intent in the original design and preparation of Contract Documents.

4. Notice of Defects: If during the construction phase, the Consulting Engineer observes or otherwise becomes aware of any design or construction defect in the work, the Consulting Engineer shall give prompt written notice to the City of such defects and their approximate location on the Project. However, the Consulting Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by construction contractor and

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programs in connection with the construction work, because these are solely the construction contractor's responsibility under the contract for construction. The Consulting Engineer shall not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Consulting Engineer shall not have control over or charge of acts or omissions of the construction contractor, contractor's subcontractors, or their agents or employees.

5. Shop Drawings: The Consulting Engineer shall review and take appropriate action on the construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor or subcontractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. This review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto. The Consulting Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Consulting Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Consulting Engineer has reviewed the entire assembly of which the item is a component. The Consulting Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

D. GENERAL DUTIES AND RESPONSIBILITIES.

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, the Consulting Engineer shall be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of this Contract.

2. Personnel: The Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Consulting Engineer designates **Jeff Bertel** as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible

Docusign Envelope ID: 058E8EB3-B433-4A55-8CA0-A6DCCCD7F57D

authority for delivering the services of this contract from the Consulting Engineer. If not the herein designated Project Manager, the Consulting Engineer shall also designate, in writing to the City, the person in their firm with the authority to bind the Consulting Engineer. So long as the person named above remains employed by the Consulting Engineer, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

3. Subsurface Borings and Material Testing: If tests in addition to those set forth in **Schedule B** are required for Project design, the Consulting Engineer shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by the Consulting Engineer or its subcontractors and compensated as an Additional Service. The City shall be named as an intended third-party beneficiary to the Consulting Engineer's subcontracts with the geotechnical engineer, the land surveyor, and the testing laboratory.

4. Service By and Payment to Others: Any work authorized in writing by the City and performed by anyone other than the Consulting Engineer or its subcontractors in connection with the Project shall be contracted for and paid for by the City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by the City or the Consulting Engineer which is not defined within the scope of Engineering Services of the Consulting Engineer. The payment for such additional services shall be subject to negotiation between the City and the third party and shall be approved prior to the performance of any additional services. Although the Consulting Engineer may assist the City in procuring such services of third parties, the Consulting Engineer shall in no way be liable to either the City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Engineering Services: Engineering Services to be subcontracted and designated subcontractors are identified on **Schedule D**. The Consulting Engineer shall not subcontract, delegate the performance thereof or assign any of the Engineering Services to be performed pursuant to this Contract without first obtaining the written consent of the City regarding the Engineering Services to be subcontracted or assigned and the consulting

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firm or person proposed to accomplish the subcontracted or assigned Engineering Services. Unless otherwise stated in the written consent to the assignment or delegation of Engineering Services, no assignment or delegation shall release or discharge the assignor or obligor from any obligation pursuant to this Contract. The City shall be named as an intended third-party beneficiary to the Consulting Engineer's subcontracts. Any person or firm proposed for subcontracting Engineering Services pursuant to this Contract shall maintain throughout the duration of the Contract, insurance as provided in Section V. D.(6) herein, and shall additionally maintain Professional Liability Errors and Omissions insurance in a minimum policy amount equivalent to that of the Consulting Engineer under this contract and provide the City with certification thereof unless waived by the City.

The Engineer agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, and services as required by 2 CFR 200.321.

6. Endorsement: The Consulting Engineer shall sign and affix its licensing seal to all final plans, specifications, estimates and engineering data prepared by the Consulting Engineer and shall cause all subcontractors to sign and seal their final documents where required by law. Any review or approval by the City of any documents prepared by the Consulting Engineer or its consultants including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the City's construction program and intent and shall not be construed as approval of same by the City. No review of such documents by the City shall relieve the Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: The Consulting Engineer shall maintain all Project records for inspection by the City during the contract term and for five (5) years from the date of final payment and shall notify the City prior to their disposal.

8. Design Criteria, Property Acquisition, Survey Standards:

a. *Engineering Design Criteria.* Engineering design criteria for the Project shall be in accordance with City Codes and the City’s Engineering Design Standards, and

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those listed on the Project Charter. The Consulting Engineer shall follow and complete the City's Engineering Design Plan Checklist with each plan submittal.

b. *Property Acquisition*. In the event real property interest acquisition is a service required pursuant to this Contract, then all of the following standards shall apply:

(i) Consulting Engineer shall provide standard title reports for each property interest.

(ii) Consulting Engineer shall provide written metes and bounds legal descriptions and related exhibits for each permanent property interest to be acquired.

(iii) Legal descriptions and exhibits shall be sealed by a Missouri Professional Land Surveyor.

c. *Surveying Standards.* In addition to the standard of care for survey services, these standards shall apply to any surveying services required:

(i) Identify all easements and encumbrances known to exist at the time of the survey. Identification shall include the physical location and reference to the written or recorded location.

(ii) Surveying work shall reference the Missouri Coordinate System of 1983 in accordance with 10 CSR 30-2.050 and applicable supporting requirements thereof.

(iii) Topographic surveying work shall meet the Missouri Mapping Standards in accordance with 10 CSR 30-6, Class I, at a scale of **1 in. = 50 ft.** and contour interval **of 1 ft.,** and applicable supporting requirements thereof.

(iv) A minimum of four control points per mile with base line(s) tied to all control points on paper plans is required.

(v) Right-of-Way or Easement Property Strip Maps surveying work shall be performed in accordance with the General Land Surveying Requirements, Accuracy

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Standards, and the United States Public Land Survey requirements of the Missouri Minimum Standards for Property Boundary Surveys, 10 CSR 30-2.030, 10 CSR 30-2.040, and 10 CSR 30-3 and applicable supporting requirements thereof.

(vi) Boundary surveys shall be executed in accordance with the Missouri Minimum Standards for Property Boundary Surveys and these boundary surveys shall be properly recorded in the office of the St. Charles County Recorder of Deeds.

**SECTION IV: CITY OF ST. CHARLES RESPONSIBILITIES.**

A. COMMUNICATION. The City shall provide to the Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice to Consulting Engineer, who shall respond within five business days (including a request for additional time), whenever the City observes or otherwise becomes aware of any defect in the Engineering Services.

B. ACCESS. The City will provide access for the Consulting Engineer to enter public and private property necessary for the completion of the Project.

C. DUTIES. The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in **Schedule B**, Consulting Engineer Scope of Services, as the City's responsibility.

D. PROJECT REPRESENTATIVE. The City shall designate a Project Manager to represent the City in coordinating the Project with the Consulting Engineer, with the authority to communicate instructions, policies, and decisions of the City. The Project Manager is subject to change, but City shall notify the Consulting Engineer in writing of changes in the status or availability of its Project Manager.

**SECTION V: GENERAL PROVISIONS.**

A. TERMINATION.

1. Notice: The City shall have the authority and right to terminate this Contract for cause or for its convenience and without cause or default on the part of the Consulting Engineer, by providing ten (10) days' written notice of the termination to the Consulting Engineer.

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Upon receipt of notice of termination from the City, the Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with the City and, subject to the City's approval, determine what Engineering Services shall be required of the Consulting Engineer in order to bring the Project to a reasonable termination in accordance with the request of the City. The Consulting Engineer shall also provide to the City copies of all Engineering Documents completed or partially completed at the date of termination.

If the City defaults on its obligation pursuant to this Contract, the Consulting Engineer is entitled to terminate this Contract by providing ten (10) days written notice to the City.

2. Termination for Cause: If this Contract is terminated for cause, after notice to the Consulting Engineer and a period of ten (10) days for the Consulting Engineer to remedy the cause for termination, the City may take over the Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for reasonable excess costs incurred by the City by reason of such prosecution and completion. When the Contract has been terminated, such termination shall not affect any rights or remedies of the City against the Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due the Consulting Engineer shall not release the Consulting Engineer from liability.

3. Compensation for Convenience Termination: If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Consulting Engineer for all Engineering Services completed to the date of its receipt of the termination notice and for any additional Engineering Services requested by the City to bring the Project to reasonable termination. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If the City terminates this Contract for cause or default by the Consulting Engineer, the City shall compensate the Consulting Engineer for the reasonable cost of Engineering Services completed to the date of its receipt of the termination notice. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights

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and remedies against the Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: The Consulting Engineer shall not be responsible for errors or omissions in documents which are incomplete as a result of an early termination of this Contract pursuant to this Section.

6. Non Appropriation Clause: Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

B. DISPUTE RESOLUTION.

The City and the Consulting Engineer agree that disputes regarding the Project shall first be addressed by negotiations between the parties. If negotiations 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 Consulting Engineer shall proceed with the Engineering Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Consulting Engineer's completed services unless the Consulting Engineer gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

C. OWNERSHIP OF ENGINEERING DOCUMENTS.

All Engineering Documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is constructed or not. However, the Consulting Engineer shall provide the City a copy of all completed or, in the case of termination of the project partially completed, documents in reproducible form, including but not limited to prints, reproductions, and electronic CAD files. Reports, plans, specifications, and related documents are the Consulting Engineer's copyrighted instruments, and at the option of the Consulting Engineer may so identify them by appropriate markings. Provided the Consulting Engineer is paid for its services, either by termination or completion of services, then City shall subsequently be entitled to use these documents without any additional compensation or agreement

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of the Consulting Engineer, however, such use, without written verification or adaptation by the Consulting Engineer for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to the Consulting Engineer whatsoever. If the City does reuse the Consulting Engineer's documents on another project, it shall retain Consulting Engineer or another licensed and insured professional engineer to review, adapt and seal such documents. The City does not take any responsibility for the use of documents by persons other than the City. The submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consulting Engineer's right to the documents.

D. INSURANCE.

The Consulting Engineer shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Consulting Engineer's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

1. Professional Liability: The Consulting Engineer shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Engineering Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or $3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The Consulting Engineer's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive termination of this Contract.

2. Commercial General Liability:

| | |
|---|---|
| Each Occurrence | $3,000,000 |
| Personal & Advertising Injury | $3,000,000 |
| Products/Completed Operations Aggregate | $3,000,000 |

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General Aggregate $3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

a. Contractual Liability

b. Explosion, Collapse & Underground

c. Independent Contractors

3. Automobile Liability Insurance: Policy shall protect the Consulting Engineer against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

a. all owned, hire or non-owned motor vehicles of any type.

Limits: $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall insure the contractual liability assumed by the Consulting Engineer pursuant to this Contract.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

| | |
|---|---|
| Bodily Injury by Accident | $500,000 each accident |
| Bodily Injury by Disease | $500,000 policy limit |

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| | |
|---|---|
| Bodily Injury by Disease | $500,000 each employee |

5. Industry Ratings: The City will only accept coverage from an insurance carrier that offers proof that the carrier:

a. is licensed to do business in the State of Missouri; and

b. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Consulting Engineer's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

6. Subcontractor's Insurance: If a part of this Contract is to be sublet, then the Consulting Engineer shall either:

a. cover all subcontractors under its insurance policies; or

b. require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

7. The Consulting Engineering or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

E. INDEMNITY.

1. Indemnification for General Liability or Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense),

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in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person or entity including loss of use resulting there from; or

b. not the result of professional negligence.

In addition, the Consulting Engineer's obligations shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of any of its elected officials, employees, officers, boards, commissions or agencies in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Contract, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, in the performance of professional services pursuant to this Contract. The Consulting Engineer is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its elected officials, employees, officers, boards, commissions or agencies.

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3. Additional provisions regarding the indemnification provided under paragraph E.1. and E.2. of this Contract. It is agreed as a specific element of consideration of this Contract that the indemnification provided by paragraphs E.1. and E.2. of this Contract shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party. In the case of any claims against the City, its elected officials, employees, officers, boards, commissions or agencies indemnified under this Contract, by an employee of the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, the indemnification obligations contained in this Contract shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification section shall survive the termination of this Contract.

F. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this Contract, no person shall on the grounds of race, color, religion, sex, disability, national origin or other protected status be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

2. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.

3. The Consulting Engineer shall include the provisions of paragraphs 1 and 2 in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Contract.

H. APPLICABLE LAW, JURISDICTION AND VENUE.

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This Contract is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Contract or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the Eleventh Judicial Circuit Court of St. Charles County, Missouri.

I. ASSIGNMENT OF CONTRACT.

This Contract shall not be assigned or transferred by the Consulting Engineer without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES.

Nothing contained in this Contract shall create a contractual relationship with, or any rights in favor of, any third party. There shall be no intended or implied third party beneficiaries to this Contract.

K. INDEPENDENT CONTRACTOR.

The Consulting Engineer is an independent contractor and as such is not an employee of the City.

L. WORK PRODUCT FORMAT.

1. For documentation purposes, an original electronic media compatible with the City's own (CAD) System on specified disk type and paper hard copies of (24" x 36" or 11" x 17") shall be prepared for the City's use. The number of hard copies and sizes will be determined in **Schedule B**, Scope of Services. If the City provides such electronic media to others for any purpose, the City shall require the electronic media to be returned to the City upon completion of such use. The City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure to the Consulting Engineer.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a flash drive, CD, or other mutually agreeable format in either Microsoft Word file format or ASCII file format.

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3. "Record" Drawings: After substantial completion of construction, the City and the construction contractor will provide copies of changes and alterations made in the field during construction to the Consulting Engineer to provide Record drawings, unless the Consulting Engineer has provided a flash drive or CD to the City on which the City can make changes. The Consulting Engineer has the right to rely on the information provided by the City and the construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES.

(Only applies to projects receiving federal funds via the City)

31 USC Section 1352 requires all sub-grantees, contractors, subcontractors and consultants that receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period. It is the responsibility of the Consulting Engineer to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

N. COVENANT AGAINST CONTINGENT FEES.

The Consulting Engineer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consulting Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this representation and warranty, the City may terminate this Contract without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS.

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The Consulting Engineer shall exercise usual and customary professional care in its compliance with applicable laws, codes and regulations in effect as of the date of this contract. Design changes made necessary by newly enacted laws, codes and regulations after this date may entitle the Consulting Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Contract. The Consulting Engineer shall assist the City in applying for those permits and approvals required by law for projects similar to the one for which the Consulting Engineer's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the Consulting Engineer and included in the Scope of Services of this Contract. The Consulting Engineer shall secure occupational and professional licenses necessary for the fulfillment of its obligations under this Contract.

P. TITLES, HEADINGS, SUBHEADINGS AND CAPITALIZATION.

The title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Contract. Some terms are capitalized throughout this Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE.

Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

R. FEDERAL WORK AUTHORIZATION COMPLIANCE.

The Consulting Engineer acknowledges the award of this Contract requires compliance with Section 285.530 RSMo regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. The Consulting Engineer 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

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affirming participation in a qualified work authorization program and that Consulting Engineer 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.

S. PROOF OF LAWFUL PRESENCE IN UNITED STATES.

The Consulting Engineer acknowledges award of this Contract requires compliance with Section 208.009 RSMo which requires the Consulting Engineer to provide the City with affirmative proof that person executing this Contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the Consulting Engineer this Contract.

T. COMPLIANCE WITH OFFENDER REGISTRATION REQUIREMENT.

The Consulting Engineer shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

U. TERM OF CONTRACT.

This Contract shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

V. NOTICES.

All notices that are required or permitted to be given hereunder shall be in writing, addressed to the parties hereto at their respective addresses set forth below and delivered by (a) United States registered or certified mail, with postage prepaid; (b) a commercial package courier/delivery service; (c) hand delivery; or (d) sent by facsimile to the facsimile numbers set forth below:

A. If to the City:
City of St. Charles
Attention: Director of Administration
200 North Second Street
St. Charles, MO 63301
Fax No. 636-949-3267

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B. If to the Consulting Engineer:

Reitz & Jens, Inc.
Attention: Eric Karch
1055 Corporate Square Drive
St. Louis, MO 63132
Fax No. 314-993-4177

A notice sent by certified or registered mail shall be effective as of the third business day following the day it is deposited in the mail, whether or not it is received. A notice sent by courier or hand delivery is effective on delivery. A notice sent by facsimile is effective on the first business day following transmission of the facsimile, if the sender's facsimile machine prints a confirmation that the recipient received the facsimile transmission and if a copy of the notice is also mailed by first class mail to the party that was to receive the notice accompanied by a note that it confirms a facsimile notice previously given. Either party may designate a different address or addresses by giving the other party written notice of its new address(es).

W. AUTHORITY TO APPROVE AND EXECUTE

The Consulting Engineer and the City each represent and warrant that it has the lawful authority to enter into this Contract and to perform the duties and obligations thereto.

X. ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Schedule A – NOT USED

Schedule B – Consulting Engineer’s Scope of Services

Schedule C – Schedule of Fees and Hourly Rates

Schedule D – List of Subcontracted Services and Subcontractors

Schedule E – Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO, effective January 1, 2009

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Y. EXECUTION OF CONTRACT.

The parties have caused this Contract to be executed in duplicate originals on this 10TH day of DECEMBER, 20 24.

CITY OF ST. CHARLES, MISSOURI:

DocuSigned by:
Lawrence S. Dobrosky, Jr. 12/9/2024
3E05A81A58094AA...
Lawrence S. Dobrosky, Jr. Date
Director of Administration

DS

Attest:

DocuSigned by:
Kimberly Hudson 12/10/2024
70E399BA7AAF426...
Kimberly Hudson, City Clerk Date

CONSULTING ENGINEER:

REITZ & JENS, INC.

11/21/2024
By: Jeff Bertel, Principal Date

Jeff Bertel
Printed Name of Authorized Signatory

Attest:

11/21/2024
Signature Date

ERIC KARCH
Printed Name

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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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 11/26/2024
C5FB3E8A40BE40D...

Jennifer O'Connor, Director of Finance Date

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# Schedule A

NOT USED

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# Schedule B

Consulting Engineer Scope of Services

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**SCHEDULE B**

REITZ & JENS, INC.
CONSULTING ENGINEERS

1055 corporate square drive
st. louis, mo 63132
phone: 314.993.4132
fax: 314.993.4177
www.reitzjens.com

November 15, 2024

Nicholas Galla, PE
City of St. Charles, MO
200 N Second St.
St. Charles, Missouri 63301

Re: 7 Beaver Creek Court Bank Stabilization

Dear Mr. Galla:

We are pleased to provide the following proposal to complete the design of improvements to stabilize the creek bank adjacent to the residence at 7 Beaver Creek Court in St. Charles, Missouri.

## PROJECT APPROACH/SCOPE OF SERVICES

At the subject site, approximately 100 ft of streambank on the south side of the West Branch of Cole Creek is currently experiencing erosive changes that threaten to impact the existing residential home at 7 Beaver Creek Court. The creek bank has eroded to an unstable configuration and is cutting towards the residence. This project aims to identify erosion factors and site conditions contributing to the current stream conditions and address these issues utilizing engineered solutions to stabilize the creek bank from future erosion and sloughing.

The bank stabilization is expected to only be necessary along a 200± foot portion of the reach, including transitions back to existing grades. Reconfiguration of a failed stormwater outfall near the upstream end of the project may be necessary. We propose completing the project in two phases. The first phase, Phase 1, will be to complete topographic survey, geotechnical investigations and geotechnical analyses to determine if temporary stabilization measures are necessary. Phase 2 will include design phase services to develop long-term stabilization measures. The following are lists of the specific services included in each phase.

**Phase 1**

- We will subcontract with BAX Engineering, Inc. to complete a topographic survey to the extents shown in Figure 1.
- We will subcontract with Midwest Drilling, Inc. to complete one geotechnical boring as close to the eroded bank as possible.
- The geotechnical samples recovered from the boring will be tested and characterized in Reitz & Jens' soil laboratory.
- We will complete geotechnical analyses to



Figure 1 - Limits of topographic survey.

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**SCHEDULE B**



evaluate the stability of the existing slope.

- If we find that there is potential for failure surface to impact the residence, we will provide a schematic level sketch of temporary stabilization measures to improve the bank stability.

**Phase 2**

- Kickoff meeting
- We will complete hydrology and hydraulic calculations, and a geomorphic evaluation, that will be used in the design of long-term stabilization measures.
- We will complete geotechnical analyses for the long-term stabilization measures.
- Plans, specifications and cost estimates will be submitted to the City for review at 30%, 60% and for Final Design.
- The plans will include a cover sheet, plan view, sections and typical details to adequately describe the scope of stabilization improvements. The plans will be developed in AutoCAD, generally following the Plan Preparation Guideline of MSD as amended on previous projects with the City of St. Charles.
- The specifications will be developed in MSWord, utilizing the MSD Standard Construction Specifications.
- We will also meet with the applicable regulatory agencies to discuss their requirements for approval of the stabilization improvements. We anticipate that the only required regulatory approvals required will be from the US Army Corps of Engineers in the form of a nationwide 404 permit with blanket 401 Water Quality Certification from the Missouri Department of Natural Resources, and a Floodplain Development Permit from the City of St. Charles. Because the site is in the regulatory floodway, we anticipate that the City will require a No-Rise certificate before issuing the Floodplain Development Permit.

## SCHEDULE

We will complete Phase 1 as quickly as possible but anticipate that it may take up to 1 month to complete, after receiving authorization to proceed. Phase 2 will be complete by the following milestone dates, assuming that the City can provide review comments on each submittal in 5 days:

- 30% Design – February 28, 2024
- 60% Design – April 4, 2024
- Final Design – May 2, 2024

## PROPOSED FEE

Reitz & Jens' fee for the above scope of services will be billed on a time and material basis in accordance with the attached rate schedule. Our not-to-exceed fee to provide the scope of services outlined above is $80,000.

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**SCHEDULE B**



If the above scope and fee are acceptable, please forward a contract for our review and signature. If you have any questions, or want to discuss this project in more detail before authorizing us to proceed, please contact me at (314)-993-4132, ext. 227 or ekarch@reitzjens.com .

Very truly yours,
Reitz & Jens, Inc.

Eric Karch, P.E.
PRINCIPAL

p:\stchasmopw\2024011219\doc\pro\beaver creek ct_pro.docx

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# Schedule C

Schedule of Fees and Hourly Rates

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# SCHEDULE C

## FEE ESTIMATE
### City of St. Charles, MO
### 7 Beaver Creek Court Bank Stabilization

| Task Description | Principal | Senior Project Manager | Project Manager | Project Engineer | Staff Engineer / Project Geologist | CADD Technician | Engineering Technician IV | Engineering Technician II | Administrative Assistant | Total RJ Hours | **Total RJ Fee** | Expenses Allowances | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | BAX | Reitz & jens, Mileage | Reitz & Jens Other | Description of Other |
| 2024 Hourly Rates | $210 | $182 | $172 | $146 | $120 | $90 | $92 | $73 | $68 | | | | | | |
| **Project Kickoff / Touch Base Meetings** | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $364 | | $21 | | |
| **Survey and Utility Coordination** | 0 | 4 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 12 | $1,448 | $6,758 | $21 | | |
| **Hydrologic & Hydraulic Calcs and Documentation** | 0 | 20 | 0 | 32 | 12 | 0 | 0 | 0 | 0 | 64 | $9,752 | | | | |
| **Geotechnical Testing and Report** | 0 | 16 | 0 | 40 | 6 | 8 | 0 | 0 | 4 | 74 | $10,464 | | $100 | $3,300 | Drilling |
| **COE / MDNR Pre-App Site Mtg, Coord.** | 0 | 4 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 8 | $1,088 | | $21 | | |
| **Field Walk by Design Team** | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 8 | $1,312 | | $21 | | |
| **Develop 30% Plan and Cost Estimate** | 0 | 20 | 0 | 16 | 0 | 40 | 0 | 0 | 0 | 76 | $9,576 | | | | |
| **60% Plans, Specs, and Cost Estimate** | 0 | 12 | 0 | 40 | 0 | 60 | 0 | 0 | 0 | 112 | $13,424 | | | | |
| **Final Plans, Specs and Cost Estimate** | 0 | 12 | 0 | 40 | 0 | 40 | 0 | 0 | 0 | 92 | $11,624 | | | | |
| **Flood Study** | 0 | 2 | 0 | 4 | 10 | 0 | 0 | 0 | 0 | 16 | $2,148 | | | | |
| **Permits** | 0 | 4 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 16 | $2,480 | | | | |
| **TOTAL** | 0 | 100 | 0 | 188 | 28 | 160 | 0 | 0 | 4 | 480 | $63,680 | $6,758 | $184 | $3,300 | |

| | |
|---|---|
| TOTAL REITZ & JENS FEE | $63,680 |
| TOTAL EXPENSES | $10,242 |
| CONTINGENCY (10%) | $6,368 |
| **TOTAL ESTIMATE** | $80,000 |

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**SCHEDULE C**

REITZ & JENS, INC.
CONSULTING ENGINEERS
1963 60th 2023

## RATE SCHEDULE

Valid January 1, 2024 through December 31, 2024

| Personnel Category | Hourly Rate Regular* | Overtime** | Premium*** |
|---|---|---|---|
| Principal | $ 210.00 | | |
| Senior Project Manager | $ 182.00 | $ 228.00 | $ 273.00 |
| Project Manager | $ 172.00 | $ 215.00 | $ 258.00 |
| Project Engineer | $ 146.00 | $ 182.00 | $ 220.00 |
| Staff Engineer | $ 120.00 | $ 150.00 | $ 180.00 |
| Project Geologist | $ 120.00 | $ 150.00 | $ 180.00 |
| Staff Geologist | $ 100.00 | $ 125.00 | $ 150.00 |
| CADD Technician | $ 90.00 | $ 112.00 | $ 135.00 |
| Engineering Technician IV | $ 92.00 | $ 115.00 | $ 138.00 |
| Engineering Technician III | $ 85.00 | $ 105.00 | $ 127.00 |
| Engineering Technician II | $ 73.00 | $ 90.00 | $ 110.00 |
| Engineering Technician I | $ 55.00 | $ 65.00 | $ 78.00 |
| Administrative Assistant | $ 68.00 | $ 85.00 | |

* Regular Rate includes 8 or less hours per day between the hours of 7AM and 6PM Monday through Friday, except holidays.

** Overtime Rate includes all hours over 8 hours per day, and all hours between 6PM and midnight Monday through Friday, and between 7AM and midnight on Saturday.

*** Premium Rate includes all hours between midnight and 7AM, Sundays, and holidays.

## REIMBURSABLE COSTS

| | |
|---|---|
| Mileage | $0.67/mile |
| 4X4 Truck Rental | $135/day |
| ATV Rental | $ 100/day |
| Nuclear Densometer Rental | $ 85/day |
| CPT Equipment Rental | $ 550/day plus drill rig costs |
| All Other Expenses | Cost Plus 15% |

In-house costs associated with reproduction, computer time, mailing, communications, and incidentals are included in the hourly rates.

**PAYMENT TERMS:**
**Invoices submitted monthly.**
**1-1/2% interest charged per month**
**on all balances outstanding after 30 days.**

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# Schedule D

List of Subcontracted Services and Subcontractors

Drilling: Bulldog Drilling

Survey: Bax Engineering Company

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# Schedule E

Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO, effective January 1, 2009

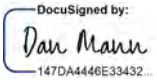
## Certificate Of Completion

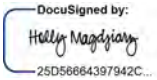
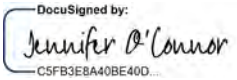
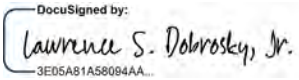
Envelope Id: 058E8EB3-B433-4A55-8CA0-A6DCCCD7F57D
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_CC 5/20_24ENGSW2 Beaver Creek_Reitz & Jens
Source Envelope:
Document Pages: 44
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
Comments: yes
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 10.101.81.73

## Record Tracking

Status: Original
5/7/2025 9:12:04 AM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dan Mann<br>daniel.mann@stcharlescitymo.gov<br>Director of Engineering<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>147DA4446E33432...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.169.38<br>Signed using mobile | Sent: 5/7/2025 9:40:02 AM<br>Viewed: 5/8/2025 2:11:25 PM<br>Signed: 5/8/2025 2:11:54 PM |
| Willie Hantack<br>William.Hantack@stcharlescitymo.gov<br>Audit & Accounting Manager<br>City of Saint Charles, MO<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/8/2025 2:11:57 PM<br>Viewed: 5/12/2025 6:56:57 AM<br>Signed: 5/12/2025 7:02:43 AM |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br>  <br>CA2B397B773142A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 7:02:45 AM<br>Viewed: 5/12/2025 10:22:24 AM<br>Signed: 5/12/2025 10:24:20 AM |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 10:24:23 AM<br>Viewed: 5/12/2025 11:00:09 AM<br>Signed: 5/12/2025 11:00:26 AM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>25D56664397942C...<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 11:00:28 AM<br>Viewed: 5/12/2025 12:28:19 PM<br>Signed: 5/12/2025 12:28:32 PM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>C5FB3E8A40BE40D...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 12:28:35 PM<br>Viewed: 5/12/2025 12:36:20 PM<br>Signed: 5/12/2025 12:36:37 PM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>3E05A81A58094AA...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 12:36:41 PM<br>Viewed: 5/13/2025 10:08:15 AM<br>Signed: 5/13/2025 10:08:31 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/13/2025 10:08:34 AM<br>Viewed: 5/13/2025 10:29:00 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br><br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/12/2025 12:36:40 PM<br>Viewed: 5/12/2025 12:49:44 PM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/7/2025 9:40:02 AM |
| Envelope Updated | Security Checked | 5/7/2025 11:15:37 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

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Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (PURPLE PAPER)
# GRANT ACCEPTANCE
# (SECTION 145.500)

| | | | |
|---|---|---|---|
| **Requesting Department:** | Tourism | **Department Contact:** | Leigh Anne Carnes |
| **Name of Grant:** | Missouri Division of Tourism FY26 Cooperative Marketing Program | | |
| **Grant Amount:** | $ 280,000 | | |
| **New or Renewal:** | New (Annual) | | |
| **Amount Budgeted in Previous Year:** | $280,000 | | |
| **Description/Purpose:** | This is an annual Matching Marketing Agreement with the Missouri Division of Tourism. This year's award amount is $280,000 which is matched by the Tourism Budget for Destination Marketing purposes - Mayor's Signature. | | |
| **Account/s #:** | 218-180-801-754-099 | | |
| **Project #:** | 25TOURM010 & 26TOURM009 | | |

**Certifications: to be completed by Originating Department Director**

| | |
|---|---|
| Does this grant require matching funds? | Yes |
| Does this grant involve supplemental appropriation of funds formulaic grant revenues? | No |
| All obligations of both parties are included in the contract: | Yes |
| All required forms are current and 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.

| **Signature:** | **Printed Name:** | **Date:** |
|---|---|---|
| DocuSigned by: Elizabeth Phelps 0473EB324F1D48D... | Elizabeth Phelps | 5/9/2025 |

| **ROUTING** | **Initials** | **Date** |
|---|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | PF | 5/12/2025 |
| Department of Law (for Legality only) | HEM | 5/12/2025 |
| Director of Finance (Funds Available) | JC | 5/12/2025 |
| Director of Administration (Recommend Approval) | LSDJ | 5/13/2025 |
| City Council Approval on Consent Agenda | | |
| Mayor (Signature Indicating Approval) | | |
| City Clerk (Signature, Seal and Contract # Assigned) | | |

Legal has reviewed form of agreement: MAO

Docusign Envelope ID: CBFDAE37-F78D-4DEA-BC4C-2CC23FFF0730

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):** All **Sponsor(s):** M. Galba, M. West, M. Hollander

**Description:**
Missouri Division of Tourism FY26 Cooperative Marketing Program Agreement

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

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

**Summary:**
This is an annual Matching Marketing Agreement with the Missouri Division of Tourism. This year's award amount is $280,000 which is matched by the Tourism Budget for Destination Marketing purposes. This award was announced on April 29, 2025 and represents a large portion of the City's Tourism Marketing Budget.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
**Fiscal Impact:** 560,000.00 Select One _____
**Account #:** 218-180-801-754-099

**Project #:** 25TOURM010 & 26TOURM009

RCA prepared by: LAC Dept. Dir. EP Finance Dir. JP Dir. of Admin. LSDS

Docusign Envelope ID: CBFDAE37-F78D-4DEA-BC4C-2CC23FFF0730

April 29, 2025

Elizabeth Phelps
Greater St. Charles Convention and Visitors Bureau
230 South Main Street
Saint Charles, Missouri 63301

Dear Elizabeth:

**Welcome back and congratulations**!

We are pleased to announce that the Greater St. Charles Convention and Visitors Bureau will participate in the FY26 Cooperative Marketing Program. State funds in the amount of $280,000.00 have been reserved for the reimbursement of qualified expenses for "Greater Saint Charles CVB MMG FY26" as outlined in the approved application. Attached you will find a copy of contract number 26-052-20-093025. Please refer to the assigned contract number in all related communications. Also, review all materials carefully, including the Terms and Conditions of this contact found on pages four and five of this letter.

To accept this award, please follow these instructions:

1. Print out the *Notice of Award*, which is page three of this letter.
2. Secure the signatures and date of signatures for both the project director and the President/CEO of the DMO. If it is not possible to secure both signatures on one copy, you may collect the signatures on two separate copies
3. Scan and upload a copy of the signed *Notice of Award* to your Submittable account. You may do this by opening your application submission and uploading through the Messages tab.
4. After the Division of Tourism (MDT) Director signs the contract, you will receive a finalized copy via Submittable.

**Some important things to note:**

- **All awards are contingent on MDT funding. Award amounts may change at anytime.**
- **It is important that this process be completed by July 1, 2025. If we do not receive a signed "*Notice of Award*" we will assume that you are declining the funding.**
- **You may not begin incurring costs for this project until July 1, 2025. This is also the contract's effective date.**

Conveniently located on the Program tab of https://Industry.VisitMO.com/, you will find information on a variety of relevant topics developed to assist you as you complete your FY25 Cooperative Marketing Program project. It is important that the most current versions of the Guidelines and the appropriate forms be used.

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Participants are expected to complete all activities as outlined in the timeline presented with the application. It is important to keep the Cooperative Marketing staff informed of any delays to the approved project and changes must be approved in advance. Also, please notify the appropriate MDT staff of any changes in your organization including project director, address, email address, etc., so that your organization receives all important program information promptly.

The Division of Tourism values our cooperative partnerships. We wish you every success with your project and want to assist you in every way we can. You will be contacted via phone and email from time to time throughout the year with important information and reminders relating to your project. Please feel free to contact us with any questions or concerns.

Isaac Larkins, Cooperative Marketing Program Coordinator:

573-526-1551 or Isaac.larkins@ded.mo.gov

Megan Rogers, Cooperative Marketing Manager:

573-751-3246 or Megan.rogers@ded.mo.gov

Sincerely,

Megan R. Rogers

Megan Rogers
Cooperative Marketing Manager

Docusign Envelope ID: CBFDAE37-F78D-4DEA-BC4C-2CC23FFF0730

# NOTICE OF AWARD

State Of Missouri
Division Of Tourism
Cooperative Marketing Program
PO Box 1055, Jefferson City, MO 65102

| | |
|---|---|
| CONTRACT NUMBER<br>**26-052-20-093025** | CONTRACT TYPE<br>**Marketing Matching Grant** |
| PROJECT NAME<br>**Greater Saint Charles CVB MMG FY26** | CONTRACT PERIOD<br>**July 1, 2025 through June 30, 2026** |
| CONTRACTOR/DMO NAME<br>**St. Charles Convention and Visitors Bureau** | VENDOR NUMBER<br>**46-6003120 02** |
| ADDRESS<br>**230 South Main Street**<br>**Saint Charles, MO 63301** | AMOUNT APPROVED<br>**$280,000.00** |

ACCEPTED BY THE DIVISION OF TOURISM AS FOLLOWS:

The proposal submitted is accepted in accordance with the following additions, amendments and/or revisions:

- Terms and Conditions (attached)
- Required outcome measurement:
  1. **Project Assessment Report form**
  2. **Tax Revenue Comparison Report**
- Award amount is contingent on MDT funding levels and may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

| DIRECTOR OF THE DIVISION OF TOURISM | DATE |
|---|---|
| *Signature* Stephen Foutes | |

## ACCEPTANCE OF AWARD

This Award Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute the Award Agreement.

As representatives for the above mentioned DMO, we hereby accept the award of the Cooperative Marketing Grant, matching funds for implementation of the project/contract described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement effective as of the date last set forth below.

| | |
|---|---|
| **CEO**, Daniel Borgmeyer<br>*Signature* | DATE |
| **PROJECT DIRECTOR**, Elizabeth Phelps<br>*Signature* DocuSigned by: Elizabeth Phelps 0473EB324F1D48D... | DATE<br>5/9/2025 |

Attest: _____
City Clerk

Docusign Envelope ID: CBFDAE37-F78D-4DEA-BC4C-2CC23FFF0730

# STATE OF MISSOURI
# DIVISION OF TOURISM, COOPERATIVE MARKETING PROGRAMS
# TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

## 1. APPLICABLE LAWS, REGULATIONS AND GUIDELINES

- The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and program guidelines related to the performance of the contract to the extent that the same may be applicable.
- To the extent that a provision of the contract is contrary to the guidelines of the Cooperative Marketing programs, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.

## 2. COMPLETION OF CONTRACTED SERVICES

- The contractor understands and agrees that the marketing activities approved in the application or subsequently approved revision must be completed as described within the application and that all activities must comply with all provisions of the program requirements as listed in the most current Program & Reports Guides.
- The contractor shall not transfer any interest in the contract, whether by assignment or otherwise.

## 3. APPROVAL AND ACCEPTANCE

- Advertising and marketing activities must take place within the time frame stated in the contract or approved revision.
- No creative execution received by the agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect and approve said materials, artwork, and/or creative design.
- All marketing and advertising creative that does not comply with the specifications and/or requirements or that is otherwise unacceptable may be rejected. In addition, creative execution that is discovered to be of poor quality or does not conform to reasonable standards upon inspection may be rejected.
- Artwork for ads placed with funding from the Marketing Matching Grant program must receive approval from MDT prior to placement each program year.

## 4. QUARTERLY REPORTING AND REIMBURSEMENT OF APPROVED EXPENSES

- Reimbursement for all approved services shall be made in arrears as a part of a Quarterly Project Update/Reimbursement Request form submitted each fiscal quarter with all required documentation as stated in the most current Grant Program & Reports Guide and must utilize official, current program forms or database.
- At least 50% of the cost of each invoice must be paid by the contractor before an invoice may be submitted for reimbursement.
- The State of Missouri assumes no obligation for activities beyond those specifically outlined in the application. Any unauthorized activity is subject to the state's rejection and shall be denied reimbursement.

## 5. OUTCOME MEASUREMENT

The contractor agrees and understands that measurement of the marketing project outcome is required as outlined in the most current Program & Reports Guide, that the required documents must be submitted in a timely manner, and that failure to do so will be considered a breach of contract.

## 6. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

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**7. WARRANTY**

The contractor expressly warrants that all services provided shall: (I) conform to the specifications, drawings, samples or other descriptions which were furnished to the agency, (2) are fit and sufficient for the purpose intended, (3) be of good creative quality, and (4) meet the terms of performance as described in the FY2025 Program & Reports Guide. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said products and services.

**8. REMEDIES AND RIGHTS**

- No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State ofMissouri.

**9. CANCELLATION OF CONTRACT**

- In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed in a timeframe determined by the state agency.
- If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately and /or suspending or revoking the DMO's certification.
- If the state cancels the contract for breach, the state reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate.
- The contractor understands and agrees that funds required to reimburse the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- The funding for this project/application may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

**10. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

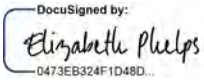
## Certificate Of Completion

Envelope Id: CBFDAE37-F78D-4DEA-BC4C-2CC23FFF0730
Status: Sent
Subject: Complete with Docusign: Purple Routing - MO Div. of Tourism FY26 Cooperative Marketing Program
Source Envelope:
Document Pages: 7
Signatures: 2
Initials: 9
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Leigh Anne Carnes
200 N Second St
Saint Charles, MO, MO 63301
lcarnes@discoverstcharles.com
IP Address: 35.130.51.195

## Record Tracking

Status: Original
5/9/2025 1:21:43 PM
Holder: Leigh Anne Carnes
lcarnes@discoverstcharles.com
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Elizabeth Phelps<br>ephelps@discoverstcharles.com<br>Tourism Assistant Director<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>  <br>0473EB324F1D48D...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/9/2025 1:33:02 PM<br>Viewed: 5/9/2025 1:33:25 PM<br>Signed: 5/9/2025 1:33:48 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Willie Hantack<br>William.Hantack@stcharlescitymo.gov<br>Audit & Accounting Manager<br>City of Saint Charles, MO<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None) | DS<br>  <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/9/2025 1:33:51 PM<br>Viewed: 5/12/2025 7:16:43 AM<br>Signed: 5/12/2025 7:19:30 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None) | Initial<br>  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 7:19:32 AM<br>Viewed: 5/12/2025 9:46:53 AM<br>Signed: 5/12/2025 9:47:38 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None) | DS<br>  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 9:47:40 AM<br>Viewed: 5/12/2025 10:50:03 AM<br>Signed: 5/12/2025 10:50:38 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Initial<br>  <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 10:50:40 AM<br>Viewed: 5/12/2025 10:56:15 AM<br>Signed: 5/12/2025 10:56:53 AM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 10:56:57 AM<br>Viewed: 5/12/2025 10:59:33 AM<br>Signed: 5/12/2025 11:00:11 AM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 11:03:19 AM<br>Viewed: 5/13/2025 10:09:31 AM<br>Signed: 5/13/2025 10:09:45 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/13/2025 10:09:48 AM<br>Viewed: 5/13/2025 10:44:54 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kimberly Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | VIEWED<br><br>Using IP Address: 35.130.51.195 | Sent: 5/12/2025 11:00:14 AM<br>Viewed: 5/12/2025 11:03:18 AM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/9/2025 1:33:02 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

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Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Police | **Department Contact:** | H SCHNELLE |
| **Vendor Name & NWS#:** | SSM MEDICAL GROUP EXECUTIVE HEALTH VENDOR #6211 | | |
| **Description/Purpose:** | ANNUAL PHYSICALS FOR POLICE & FIRE. YR. 1 PD $154,035.00 FD $92,192.00 YR. 2 PD 112,725.00 FD 70,348.00 YR. 3 PD $142,831.00 FD $85,914.00 | | |
| **Account #:** | POLICE DEPT 001-120-258-733-003<br>FIRE DEPT 001-140-401-733-003 | | |
| **Project #:** | N/A | | |
| **Amount of this Routing:** | $ 658,044.00 | **Requisition #:** | 25-434 & 25-435 |
| **Contract Type:** | New Contract | **N/A** | Coop#: BID 4766 |
| **Contract Term:** | 3 YEAR | **Renewal Options:** | |
| **If Renewal or Amendment: C#** | | **Amendment #** | **Renewal #** |
| **Original Contract Value:** | $ | **Total of Previous Amendments:** | $ |
| **Total Contract Value:** | $ 658,044.00 | | |

Initial BS

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Jun 2024<br>0ABB15C1BAB0474... | DocuSigned by:<br>Jun 2024<br>0ABB15C1BAB0474... 4/23/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann CA2B397B773142A... 4/25/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 25D56664397942C... 4/25/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 5/8/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 5/8/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 6C719F52-961E-4A6C-ACE4-B34F01489C68

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/06/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):**_____ **Sponsor(s):**_____

**Description:**
ANNUAL PHYSICALS FOR THE POLICE AND FIRE DEPARTMENT

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

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

**Summary:**

3 YEAR CONTRACT TO PROVIDE ANNUAL PHYSICALS FOR THE POLICE AND FIRE DEPARTMENT
YEAR 1 PD $154,035.00 FD $92,192.00
YEAR 2 PD 112,725.00 FD 70,348.00
YEAR 3 PD $142,831.00 FD $85,914.00

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

**Fiscal Impact:** 658,044.00 **Requisition #** 25-434 & 25-435

**Account #:** POLICE DEPT 001-120-258-733-003
FIRE DEPT 001-140-401-733-003

**Project #:** N/A DS

RCA prepared by: AS Dept. Dir. KJ Finance Dir. MP Dir. of Admin. LSDJ

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Docusign Envelope ID: 9EA8321F-A7B5-405A-95CE-321C9744877F

**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 SSM Medical Group, 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 Police and Fire Department Physicals for the City, for a term from January 1, 2025 through December 31, 2027 in accordance with Vendor's response to IFB #4766, 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 for the three year term shall not exceed Six Hundred Fifty-Eight Thousand Forty-Four Dollars ($658,044.00).

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;

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Docusign Envelope ID: 9EA8321F-A7B5-405A-95CE-321C9744877F



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.

SSM MEDICAL GROUP, INC.:

DocuSigned by:
Bob Pendleton
AE09BEEE7A63474...

April 21, 2025

Robert Pendleton, M.D. Date
Chief Clinical Officer

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

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 5/8/2025
C5FB3E8A40BE40D...

Director of Finance Date

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# EXHIBIT A

## MEDICAL EVALUATION SERVICES AND FEES

### ANNUAL PHYSICAL EXAMINATION COMPONENTS

**All members should receive the following test components on an annual basis, regardless of age or gender.**

| | | |
|---|---|---|
| 1. | Medical History and Physical Examination (Includes body composition analysis) | $ 130.00 |
| 2. | Pulmonary Function Test | 40.00 |
| 3. | Hearing Test | 30.00 |
| 4. | Vision Test | 35.00 |
| 5. | Behavioral Health consult | 50.00 |
| 6. | Fitness assessment (muscular strength/endurance and flexibility | 30.00 |
| 7. | Routine Laboratory Analysis (Included CBC, CMP, Lipid Panel, QFT and Urinalysis) | 115.00 |
| TOTAL | | $ 430.00 |

### ADDITIONAL MEDICAL COMPONENTS

| | | |
|---|---|---|
| 1. | Chest x-ray (baseline and when clinically indicated) | $ 95.00 |
| 2. | Electrocardiogram(baseline, annually at age 40 and when clinically indicated) | 35.00 |
| 3. | Aerobic capacity assessment | 30.00 |
| 4. | Hemoglobin A1c blood test | 30.00 |
| 5. | Vitamin D blood test | 50.00 |
| 6. | TSH blood test | 20.00 |
| 7. | Testosterone blood test | 30.00 |
| 8. | Blood type ABO+ RH panel | 15.00 |
| 9. | Mammogram (annual- women over age 40) | 400.00 |

### IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

| | | |
|---|---|---|
| 1. | Hepatitis C antibody test (baseline only) | 30.00 |
| 2. | Hepatitis B antibody titer blood test (baseline only) | 30.00 |
| 3. | Varicella (VZV) antibody test (baseline only) | 35.00 |
| 4. | MMR antibody blood test (baseline only) | 35.00 |
| 5. | Tetanus-diphtheria-pertussis booster | 60.00 |
| 6. | Tetanus-diphtheria booster | 40.00 |
| 7. | Hepatitis A vaccination series (2 shots) | 190.00 |
| 8. | Hepatitis B vaccination series (3 shots) | 228.00 |
| 9. | MMR vaccination series (2 shots) | 200.00 |
| 10. | Varicella vaccination series (2 shots) | 240.00 |
| 11. | Influenza vaccine | 40.00 |

### EARLY DETECTION CANCER SCREENING

| | | |
|---|---|---|
| 1. | PSA Blood test (annual – men age 40 and above) | 35.00 |
| 2. | Abdominal ultrasound | 125.00 |
| 3. | Head and neck ultrasound | 125.00 |

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Docusign Envelope ID: 9EA8321F-A7B5-405A-95CE-321C9744877F



| | |
|---|---|
| **4. Low-dose CT of the chest** | **185.00** |
| **5. Galleri (MCED) blood test** | **649.00** |

**EARLY DETECTION CARDIOVASCULAR SCREENING**

| | | | |
|---|---|---|---|
| **1. Cardiac inflammation lab tests** | | | **100.00** |
| | ***a)*** | ***Lipoprotein (a)*** | ***$ 25.00*** |
| | ***b)*** | ***Apolipoprotein B*** | ***$ 15.00*** |
| | ***c)*** | ***Lp-PLAC2 activity*** | ***$ 60.00*** |
| **2. C-reactive protein sensitive blood test** | | | **50.00** |
| **3. Cardiac Stress Test** | | | **195.00** |
| **4. CT Cardiac Scoring Heart Scan** | | | **125.00** |
| **5. Carotid artery screening** | | | **100.00** |
| **6. Aorta artery (AAA) screening** | | | **100.00** |

Docusign Envelope ID: 6C719F52-961E-4A6C-ACE4-B34F01489C68

Docusign Envelope ID: 9EA8321F-A7B5-405A-95CE-321C9744877F



## PURCHASE CONTRACT ADDENDUM

This PURCHASE CONTRACT ADDENDUM ("Addendum") is effective **January 1, 2025** ("Effective Date"), by and between **City of Saint Charles, Missouri** ("City") and **SSM Medical Group, Inc.,** a Missouri nonprofit corporation ("Vendor").

WHEREAS, Vendor and City shall enter into a Purchase Contract ("Contract") simultaneously with this Addendum; and

WHEREAS, Vendor and City intend that the terms of this Addendum be incorporated into the Contract between Vendor and City.

THEREFORE, it is understood and agreed upon by the parties as follows:

1. The following is added to Section 2:

   Vendor shall send invoice for all services rendered at the completion of testing all participants. City shall pay invoice within thirty (30) days of receipt.

2. The following replaces Section 4:

   **Term**. The term of this Contract shall commence on the Effective Date and continue thereafter for one (1) year. In the event the parties fail to appropriately document an extension, and Vendor continues to provide services hereunder, the term of this Contract shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice if the termination is without cause, or if the termination is not without cause, then as provided by the applicable time frame set forth in the Contract. This Contract may be renewed for successive one (1) year terms upon mutually written agreement by the parties not to exceed 2 (two) additional renewal terms.

   This Contract may be terminated by either Vendor or City for any reason upon thirty (30) days prior written notice to the other.

   Notwithstanding anything contained herein, the Contract shall cease immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract.

3. The following replaces Section 7:

   **Affirmative Action Statement. Vendor and all covered subcontractors shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

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4. The following replaces Section 10:

**Counterparts, Facsimile, or Electronic Signature**. This Contract may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Contract shall be binding on the parties to this Contract.

5. The following is added as Section 11:

**Representation and Warranty**. Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of its first learning of it. Either party shall have the right to immediately terminate this Contract upon learning of any such Investigation, suspension or exclusion. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. To the extent permitted by law, each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of the other party's breach of this paragraph.

6. The following is added as Section 12:

**Insurance**. At all times during the term of this Contract, Vendor shall procure and maintain through commercial or self-insurance: (i) an insurance policy or policies providing medical professional liability coverage on an occurrence basis (or in accordance with the paragraph below if such coverage is not on an occurrence basis, e.g., "Claims Made") covering Vendor, and Vendor's employees and agents for liability resulting from acts or omissions of Vendor or Vendor's employees and agents, including vicarious liability claims brought against Vendor as a result of the actions, errors and/or omissions of SSM's employees and agents, occurring in whole or in part during the term of this Contract, in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate of all claims ("Professional Liability Insurance Coverage"); (ii) an insurance policy providing commercial general liability insurance coverage on an occurrence basis in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate of all claims; and (iii) workers' compensation coverage for any of its employees who perform services pursuant to this Contract.

At all times during the term of this Agreement, City shall procure and maintain commercial general liability insurance covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate

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of all claims. City shall provide to Vendor a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

7. The following is added as Section 13:

**Medicare Access to Books and Records**. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1) is applicable to this Contract, City agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Contract, City shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Contract, and books, documents and records of City that are necessary to certify the nature of the duties of this Contract; and (b) if City performs his/her services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

8. The following is added as Section 14:

**Indemnification:** To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of its directors, officers, employees and agents.

9. The following is added as Section 15:

**Notice:** Any notice or communication required or permitted to be given under this Contract shall be served personally, sent by United States certified mail or sent by email to the following address:

If to Vendor:
SSM Health
Attn: Contracts
12800 Corporate Hill Drive
St. Louis, MO 63131
Email: ContractNotices@ssmhealth.com

If to City:
City of Saint Charles, Missouri
Attn: City Attorney
200 N. 2nd Street, Suite 401B
St. Charles, MO 63301
Email:

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail

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or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

10. **No Referrals.** The parties acknowledge that none of the benefits granted to either party hereunder are conditioned on any requirement that either party make referrals or be in a position to make or influence referrals to, or otherwise generate business for, the other party.

All other terms of the Contract shall remain in full force and effect. If the terms of the Contract in any way conflict with or are otherwise inconsistent with the terms of this Addendum, this Addendum shall govern and control.

**[Remainder Page Intentionally Blank – Signature Page to Follow]**

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**CITY OF SAINT CHARLES, MISSOURI**
**PURCHASE CONTRACT** **Contract #** _____

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Addendum in the capacity set forth beneath his or her signature and the parties hereto have signed this Addendum as of the date and year written below.

City:
**City of Saint Charles, Missouri**

By: _____
Name: Daniel J. Borgmeyer
Title: Mayor
Address: 200 N. Second Street
St. Charles, MO 63301
Email:

Date: _____

Vendor:
**SSM Medical Group, Inc.**

DocuSigned by:
Bob Pendleton
AE09BEEE7A63474...

By: _____
Name: Robert Pendleton, M.D.
Title: Chief Clinical Officer
Address: 12312 Olive Blvd., Ste. 600
St. Louis, MO 63141

April 21, 2025
Date: _____

Attest:

_____
City Clerk Date

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Through our exceptional health care services, we reveal the healing presence of God.

SSMHealth.

**SSM Health Medical Group**
12255 DePaul Drive, Suite 100
Bridgeton, MO 63044

phone: 314-209-5170
fax: 314-344-7720

November 29, 2024

ATTENTION: Purchasing
City of St. Charles
200 N. Second Street
St. Charles, MO 63301-2851

To Whom It May Concern,

Thank you for the opportunity to submit a proposal in response to City of St. Charles Invitation For Bid (BID 4766) to provide annual medical evaluation services to the members of the Police and Fire Departments.

Enclosed is a proposal for SSM Executive Health to provide the requested services.

If you have any questions regarding the material within this proposal, please contact me at 314-209-5122.

Sincerely,

Shari Bollman, M.S.
Manager, SSM Executive Health
SSM Health Medical Group

enclosures

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# CITY OF SAINT CHARLES, MISSOURI

## INVITATION FOR BID
## IFB 4766

## NOVEMBER 20, 2024

## Notice of Invitation for Bid (IFB)
## Police and Fire Department Physicals
## for the City of St. Charles, Missouri

The City of St. Charles, Missouri is accepting bids for Police and Fire Department Physicals, from qualified providers. Bids will be received until **2:00 p.m., City Time, on Wednesday, December 4, 2024** at City Hall.

*The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a bid if the submitter fails to furnish any required data required by the IFB, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all bids or parts thereof.*

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**INVITATION FOR BID**
**Police and Fire Department Physicals**

## I. Overview

The intent and purpose of this RFP is to obtain competitive proposals and award a contract for annual Police and Fire Department Physicals. The City will require unit pricing for physicals, procedures, related testing and administration. Physicals to generally be provided from about January 1, 2025 through December 31, 2027. All fees shall be listed in bid. No additional fees will be allowed other than those submitted with Bidder's response.

The Police and Fire Department typically schedules physicals throughout each year. Physicals are typically conducted with three (3) to four (4) personnel per session in two (2) or three (3) sessions per week, beginning in January and continuing through end of year.

## II. Scope of Services

Bidder understands the following and agrees to itemize any charges that are included with the bid:

- Annual physicals for approximately eighty six (86) firefighters and 135 police officers.
- Blood draws for laboratory analysis and urine samples for urinalysis shall be collected at a designated Saint Charles City fire stations and police station.
- The 2018 edition of the Fire Service Joint Labor Management Wellness-Fitness Initiative and NFPA 1582 requires the following medical components be included in the medical evaluations (physicals).

1. **Medical History Review and a Complete Physical Examination**
   Includes: Hemoccult card test
   Health risk appraisal questionnaire and report

2. **Laboratory Analysis**
   Includes: Complete Blood Cell Count with Differentia
   Comprehensive Metabolic Profile
   Lipid Profile – including Total Cholesterol, Triglycerides, HDL Cholesterol, LDL Cholesterol and Total Cholesterol/HDL ratio
   Urinalysis, QFT, thyroid-stimulating hormone (TSH)

3. **Vision Test**
   Includes: Far vision acuity
   Near vision acuity
   Peripheral vision
   Color vision

4. **Hearing Test**
   Includes: Frequencies 500-8000 Hz, performed in a sound proof booth
5. **Pulmonary Function Test**

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Includes: Forced Vital Capacity
$FEV_1$
$FEV_1$ – FVC ratio
Peak Expiratory Flow Rate

6. **Resting electrocardiogram**

7. **Cardiovascular testing will include one of the following:**
Maximal Cardiac Stress Test
Submaximal Exercise Test

9. **Cancer Screening Tests as appropriate for male or female firefighter**
Includes: Breast Examination
Mammogram
Prostate Specific Antigen Test
Skin Exam
Testicular Exam

10. **Body Composition Test**

11. **Immunizations and Infectious Disease Screening**
Includes: Hepatitis B antibody test
Hepatitis C antibody test
Varicella (VZV) antibody test
Tetanus/Diphtheria booster
Influenza vaccine
MMR booster
Hepatitis A vaccine
Hepatitis B vaccine

12. **Physical Fitness Evaluation**
Includes: Muscular Strength
Muscular Endurance
Flexibility

13. **LP-PLA2 (40 year of age or older)**
**APO-B (40 years of age or older)**
**LP(a) (one time test)**

14. **Mental Health Screening**

15. **Galleri Cancer Screening Labs (40 year of age or older) years 2025 & 2027**

16. **CT Calcium Score (40 year of age or older) year 2026**

17. **Chest CT low does protocol (40 year of age or older) year 2026**

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## III. Inquiries

Any questions related to the IFB shall be submitted to Paul Feldmann, Purchasing Manager, at paul.feldmann@stcharlescitymo.gov. In the event it is necessary to revise any portion of this IFB, addenda will be provided to all Vendors who received the original IFB via the City's website. If you received this IFB by means other than the bid system, addenda will be available on the City's website at: https://www.stcharlescitymo.gov/bids.aspx.

## IV. Pricing

In submitting this Bid, Bidder represents that:

1. Certificate of Independent Price Determination

   A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.

   B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.

   C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

2. Prices

   A. The price or prices specified in this quotation are firm and are not subject to contingence or reservation. Bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the quantity specified for delivery. Further, the Bidder, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

## V. Schedule of Activities

| | | |
|---|---|---|
| Release and advertisement of IFB: | November 20, 2024 | |
| Deadline for clarifying questions: | November 27, 2024 | 3:00 PM |
| Bid submission deadline: | December 4, 2024 | 2:00 PM |

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## VI. Bid Submission

By signing the Bid Form, Bidder certifies that it will comply with all terms and conditions, scope of services and all other specifications of this IFB and any subsequent award or contract. The IFB and bid will become an integral part of the contract.

1. Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851;** prior to 2:00 p.m., City time, on Wednesday, December 4, 2024.

2. Envelopes must be clearly marked on the outside, "**BID 4766**", with the date of the bid opening on the envelope.

3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.

4. The bid opening will be on Wednesday, December 4, 2024, at 2:00 p.m., City time, on the first floor at City Hall.

5. Bid tabulation sheets will be available online following the bid opening here: https://www.stcharlescitymo.gov/Bids.aspx?CatID=showStatus&txtSort=Category&showAllBids=on&Status=open

6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.

7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.

8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

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## VII. Laws and Ordinances, Regulations, Licensing Fees

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

Pursuant to Section 34.600 RSMo, as amended, Bidder, 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 Bidder has less than ten (10) employees.

Bidder acknowledges that the award of any City contract requires compliance with Section 208.009 R.S.Mo. which requires providing the City with affirmative proof that the person signing the contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the contract.

Bidder shall comply with Sections 285.525 through 285.550 R.S.Mo. regarding enrollment in a federal work authorization program. Notice and instructions for proposers are attached to this IFB.

Pursuant to Section 292.675 R.S.Mo., Bidder shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project. The Bidder will forfeit a penalty to the City of Saint Charles of $2,500 plus an additional $100 for each employee employed by the Bidder or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

The City of Saint Charles shall not be responsible for any fees, charges, money, etc. due, resulting from any service provided under the provision of this contract.

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 City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

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**VIII. Assignment of Contract**

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.

**IX. Waiver**

The City of Saint Charles reserves the right to reject any or all bids.

The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

**X. Termination of Contract**

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

**XI. Method of Award**

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

**XII. Indemnification**

Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

**XIII. Additional Information**

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected.

Bidder shall clearly identify any deviations from the specifications in this IFB.

Bids are subject to the terms and conditions of this IFB, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

**XIV. Response Material Ownership**

All responses, inquiries or correspondence relating to, or in reference to, this IFB, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the Bidders shall become the property of the City when received. The City shall have the right to use all ideas or

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adaptations of the ideas contained in any bid received in response to this IFB. Selection or rejection of a bid shall not affect these rights.

**XV. Proprietary Information**

All material submitted in response to this IFB will become public record and will be subject to inspection after a contract is executed or all bids are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R.S.Mo. for the request and approval by the Purchasing Manager. The total bid, cost or pricing information will not be considered proprietary.

**XVI. Delivery**

All deliveries shall be F.O.B. destination: Saint Charles City location unless otherwise stated.

**XVII. Payment Terms**

Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated.

**XVIII. Buy American Policy**

On October 22, 1987, the City of Saint Charles enacted Ordinance No. 87-205 and adopted a "Buy American" policy that is codified as Code Section 145.080.B, which states: The City encourages the purchase of products manufactured, assembled or produced in the United States.

**XIX. Submission of Bids and Supplemental Materials**

Bids shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Purchasing Office. Submission or distribution by the Bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

**XX. Discrimination Policy**

The City advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

**XXI. Non-Appropriation**

Notwithstanding other terms to the contrary, the obligation of the City under the contract awarded to the transportation company shall cease immediately for a fiscal year in which the City Council does not, for any reason, appropriate funds for the contract or any of its renewals.

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## XXII. Insurance

The successful bidder must provide two (2) properly executed certificates of insurance prior to the signing of the contract with the City.

Liability Insurance:

The Bidder and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the Bidder or sub-contractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the Bidder or subcontractor, their employees, agents or assigns.

The Bidder shall carry adequate public liability and property damage insurance for the joint and several benefit of the Bidder and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Bidder in protecting the City from damage or injury claims. The City shall have the right to require the Bidder to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the Bidder in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Bidder and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the Bidder's public liability and property damage insurance covering the work. The Bidder shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that the Bidder is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

a) Bidder's Bodily Injury Liability and Property Damage Liability Insurance:
   1) Injury or death of one person . . . . $500,000
   2) Injury to more than one person in a single accident . . . . . $3,000,000
   3) Property damage, per accident. . . . . $3,000,000

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b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

| | |
|---|---|
| 1) Injury or death of one person . . . . . | $500,000 |
| 2) Injury to more than one person in a single accident . . . . . | $3,000,000 |
| 3) Property damage, per accident. . . . . | $3,000,000 |

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.
2. The City must be listed on all Certificates of Insurance as additional insured.
3. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

**XXIII. Form of Contract**

The Bidder shall enter into a contract that includes all of the representations and information submitted with the bid. This IFB document shall become an integral part of the contract between the City and the Bidder.

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## BID FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Invitation for Bid Number 4766 and to all the conditions imposed herein, the undersigned offers and agrees to provide Police and Fire Department Physicals for the City in accordance with the specifications attached herein at the following price(s):

| Description | Unit Bid Price | Estimated Quantity | Total Bid Price |
|---|---|---|---|
| Police Department Physical, as Specified (2025) | $ 1,141.00 | (135) SB | $ 154,035.00 |
| Fire Department Physical, as Specified (2025) | $ 1,072.00 | (86) SB | $ 92,192.00 |
| Police Department Physical, as Specified (2026) | $ 835.00 | (135) SB | $ 112,725.00 |
| Fire Department Physical, as Specified (2026) | $ 818.00 | (86) SB | $ 70,348.00 |
| Police Department Physical, as Specified (2027) | $ 1,058.00 | (135) SB | $ 142,830.00 |
| Fire Department Physical, as Specified (2027) | $ 999.00 | (86) SB | $ 85,914.00 |

Indicate form of proposer:

Sole Proprietor

Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)

Partnership

X Corporation (Attach a Copy of Annual Registration Report with Proposal)

Other: _____

Full Legal Name of Proposer: SSM Health Medical Group - SSM Executive Health

Street Address: 12255 DePaul Drive, Suite 100

City/State/Zip Code: Bridgeton, MO 63044

City of St. Charles business license number: _____
(if located within city)

Last 4 Digits of FEIN or SSN: 5106

Telephone: 314-209-5170

Name: Shari Bollman Title: Manager

Signature: Shari Bollman Date: November 29, 2024

Email Address: shari.bollman@ssmhealth.com

Docusign Envelope ID: 6C719F52-961E-4A6C-ACE4-B34F01489C68

# LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

N/A

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

N/A

(All remaining work will be done by the BIDDER with its own forces.)

Docusign Envelope ID: 6C719F52-961E-4A6C-ACE4-B34F01489C68

# REFERENCES

Please provide references for similar work in the last 3 years (attach additional pages, if necessary).

**Company:** Maryland Heights Fire Protection District

**Contact Person:** Chief Steve Olshwanger

**Phone:** 314-298-4400

**E-Mail:** solshwanger@mhfire.org

**Company:** City of Kirkwood Police Department

**Contact Person:** Captain Doug Raymond

**Phone:** 314-822-5858

**E-Mail:** raymondm@kirkwoodmo.org

**Company:** O'Fallon Fire Protection District

**Contact Person:** Chief Tom Vineyard

**Phone:** 636-272-3493

**E-Mail:** tvineyard@ofallonfire.org

SSM Executive Health is currently providing annual physical examinations to over 50 Fire and Police Departments in the greater St. Louis/St. Charles area. Additional references will be available upon request.

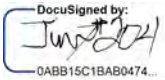
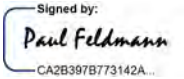
## Certificate Of Completion

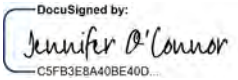
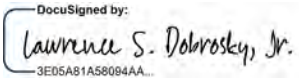
Envelope Id: 6C719F52-961E-4A6C-ACE4-B34F01489C68
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf
Source Envelope:
Document Pages: 25
Signatures: 7
Certificate Pages: 6
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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
4/23/2025 1:17:40 PM
Holder: Heather Schnelle
heather.schnelle@stcharlescitymo.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Heather Schnelle<br>heather.schnelle@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 4/23/2025 1:47:22 PM<br>Viewed: 4/23/2025 1:47:28 PM<br>Signed: 4/23/2025 1:47:40 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Ray Juengst<br>Ray.Juengst@stcharlescitymo.gov<br>Chief of Police<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Drawn on Device<br>Using IP Address: 99.100.47.247 | Sent: 4/23/2025 1:47:44 PM<br>Viewed: 4/23/2025 3:41:50 PM<br>Signed: 4/23/2025 3:42:07 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 4/23/2025 3:41:50 PM<br>ID: d98728da-d788-463d-b523-539ee49c7eae | | |
| Brijette Struyk<br>brijette.struyk@stcharlescitymo.gov<br>Senior Financial Analyst - Fire<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 97.91.213.67 | Sent: 4/23/2025 3:42:12 PM<br>Viewed: 4/23/2025 4:41:30 PM<br>Signed: 4/23/2025 4:42:01 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 4/23/2025 4:42:05 PM<br>Viewed: 4/25/2025 8:24:19 AM<br>Signed: 4/25/2025 8:27:00 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DS<br>  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 4/25/2025 8:27:03 AM<br>Viewed: 4/25/2025 9:07:58 AM<br>Signed: 4/25/2025 9:08:57 AM |
| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 35.130.51.195 | Sent: 4/25/2025 9:09:01 AM<br>Viewed: 4/25/2025 10:42:17 AM<br>Signed: 4/25/2025 10:43:49 AM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 4/25/2025 10:43:52 AM<br>Viewed: 4/25/2025 11:25:13 AM<br>Signed: 5/8/2025 11:46:14 AM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Admnistion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/8/2025 11:46:19 AM<br>Viewed: 5/8/2025 11:47:53 AM<br>Signed: 5/8/2025 11:48:05 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/8/2025 11:48:09 AM<br>Viewed: 5/9/2025 8:41:29 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| 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 |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** Not Offered via Docusign | COPIED | Sent: 5/8/2025 11:46:18 AM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** Not Offered via Docusign | | |
| Brijette Struyk<br>brijette.struyk@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 4/23/2025 1:47:22 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

## 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.

### Getting paper copies

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@stcharlescitymo.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@stcharlescitymo.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@stcharlescitymo.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@stcharlescitymo.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.

Docusign Envelope ID: BB052338-B08D-4FED-865A-9C2FAC882DE6

Contract #_____
(City Clerk will Assign)

# CONTRACT ROUTING SLIP
# (YELLOW PAPER)
# CONTRACTS EXCEEDING $100,000.00

| | | | |
|---|---|---|---|
| **Requesting Department:** | Fire | **Department Contact:** | Marc Doll / Haley Dolezal |
| **Vendor Name & NWS#:** | Golden Hour Data Systems Inc. | | |
| **Description/Purpose:** | Initiate a 3 year contract for medical billing services with Golden Hour Data Systems. | | |
| **Account #:** | 001-140-404-733-030 | | |
| **Project #:** | | | |
| **Amount of this Routing:** | $ 274,000.00 | **Select One** | |
| **Contract Type:** | New Contract | **N/A** | Coop#: |
| **Contract Term:** | 36 months | **Renewal Options:** | |
| **If Renewal or Amendment: C#** | | **Amendment #** | **Renewal #** |
| **Original Contract Value:** | $ | **Total of Previous Amendments:** | $ |
| **Total Contract Value:** | $ 274,000.00 | | |

Initial BS

| **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.

| **Printed Name:** | **Signature:** |
|---|---|
| Marc Doll | DocuSigned by: Marc Doll 20450138P09D4D8... 5/2/2025 |

| **ROUTING** | **Signature/Date** |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | Signed by: Paul Feldmann CA2B397B773142A... 5/2/2025 |
| Department of Law (for Legality only) | DocuSigned by: Holly Magdziarz 25D56664397942C... 5/2/2025 |
| Director of Finance (Funds Available) | DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 5/5/2025 |
| Director of Administration (Recommend Approval) | DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 5/13/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: BB052338-B08D-4FED-865A-9C2FAC882DE6

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

**Bill #**_____

# Request for Council Action

**Ward(s):** All **Sponsor(s):** Mark Hollander, Mary West, Denise Mitchell

**Description:**
Initiate a 3 year contract for medical billing services with Golden Hour Data Systems.

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

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

**Summary:**
The City of St. Charles Fire Department has decided to terminate their contract with EMS Management Consultants, and after a bidding process, has chosen Golden Hour Data Systems, a Zoll Company.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
**Fiscal Impact:** 274,000.00 **Select One** _____
**Account #:** 001-140-404-733-030

**Project #:** _____

RCA prepared by: HRD Dept. Dir. MD Finance Dir. MP Dir. of Admin. LSD

Docusign Envelope ID: BB052338-B08D-4FED-865A-9C2FAC882DE6

goldenHour
A ZOLL COMPANY

# ORDER Q-79400

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021-5059
(303) 801-0000 (main)
(800) 474-4489 (toll free)
www.goldenhour.com

## Customer Information

**Company Name:** St. Charles Missouri, City of
**Address:** 200 North 2nd St
St. Charles, MO 63301

**Bill To:** St. Charles Missouri, City of
200 North 2nd St
St. Charles, MO 63301

**Contact:** Marc Doll
**Email:** marc.doll@stcharlescitymo.gov

## Services

**Initial Term:** 36 months
**Collection Fee Ground:** 6%
**Offer Expiration:** September 27, 2024
**ZOLL Representative:** Chris Metzler

| RCM Services | | | |
|---|---|---|---|
| **Item** | **Description** | **Annual Commitment** | **Minimum Monthly Fee** |
| RCM-AC | **RCM Services (Ground) - Annual Commitment** | $90,000.00 | *$7,500.00* |

| Professional Services | | | | |
|---|---|---|---|---|
| **Item** | **Description** | **Quantity** | **Unit Price** | **Total** |
| RCM-DEP | **RCM Deployment** | 1 | $3,000.00 | $3,000.00 |
| RCM-EMGMT | **RCM Enrollment Management** | 4 | $250.00 | $1,000.00 |

PROFESSIONAL SERVICES FEES: $4,000.00
MINIMUM MONTHLY FEES: $7,500.00

**MINIMUM TOTAL FEES FOR THE INITIAL TERM: $274,000.00**

## Terms

The Initial Term will begin on the date of last signature below (the "**Effective Date**") and will end the number of months indicated above following the Minimum Monthly Fees Commencement Date (as defined in the Agreement). Golden Hour Data Systems, Inc. ("**Golden Hour**") will begin providing RCM Services on a date to be mutually agreed upon in writing between the Customer and Golden Hour during deployment (the "**RCM Services Commencement Date**"), and such RCM Services will only be provided for Claims with a transport date on or following the RCM Services Commencement Date. If this Order expressly includes RCM Services for Claims with a transport date prior to the RCM Services Commencement Date, such Claims will be subject to the Collection Fees Prior AR rate set forth in such Order.

**Government Customers**. Customer is a political subdivision of the U.S. state in which it is located (the "**State**"). To the extent expressly required by applicable State and local law ("**State Law**"), the following terms and conditions apply and control over any conflict with the other terms and conditions of the Agreement:

a. **Governing Law**. The Agreement will be governed by and interpreted in accordance with State Law without reference to its choice of law rules. Any action between the parties arising from or relating to the Agreement will be brought in a court located in the State with jurisdiction over Customer. Each party consents to the personal jurisdiction of the state and federal courts located in the State.
b. **Non-Appropriations**. If Customer's payments are based upon the availability of public funding under its authority and, after making due efforts, if Customer fails to appropriate funds or make monies available for the subsequent fiscal year covered by the term of the Agreement, then Customer shall notify Golden Hour prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without Customer's further liability for subsequent fiscal year payment.
c. **Public Records Laws**. If Customer is required to comply with State Law regarding public or open records, and if Customer receives a request for such records under State Law for documents containing Confidential Information and concludes that the documents are not otherwise exempt from public disclosure, then Customer will provide Golden Hour notice of the request in a timely manner before releasing the documents in order to afford Golden Hour sufficient time to review such documents and challenge the disclosure request in court at Golden Hour's expense.
d. **Indemnity and Defense**. Customer's indemnification and defense obligations do not apply to the extent expressly prohibited by State Law.
e. **Customer's Liability and Sovereign Immunity**. Customer's liability is subject to any monetary limitations and defenses imposed by State Law, and nothing herein serves as a waiver of a party's sovereign immunity.
f. Verification of Employment Eligibility. Golden Hour and each applicable subcontractor has registered with and will use the federal E-Verify system to verify the work authorization status of all newly hired employees in compliance with State Law, and the rights and remedies provided by State Law will apply to Golden Hour's violation thereof.
g. **Persons and Records**. Customer and its authorized representatives will have the access to persons and records required under State Law.
h. **Exclusions**. To Golden Hour's knowledge, Golden Hour and its officers, directors, and employees assigned to Customer's account are not excluded or debarred from participation in any federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal Healthcare Programs**"). Listing on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list will constitute "exclusion" for purposes of this paragraph. Any breach of this section will give Customer the right to terminate this Agreement without early termination fees or penalty.
i. **Boycotts**. Golden Hour certifies that it does not and will not participate in boycotts prohibited by State Law, including, but not limited to, Section 34.600 Revised Statutes of Missouri, in that Golden Hour certifies it is not currently engaged in and shall not, for the duration of this contract,


Golden Hour Data Systems, Inc. Proprietary and Confidential

# ORDER Q-79400

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.

**Ordinance 145.040.** Golden Hour shall comply with 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.

**Insurance.** At Golden Hour's expense, Golden Hour shall carry adequate public liability and property damage insurance for the joint and several benefit of the Proposer and the City with a company licensed to do business in Missouri, qualified as stated below, and in the policy amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Proposer in protecting the City from damage or injury claims arising directly from the sole negligence of the Proposer.

A. The Proposer shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that it is insured.
B. The cost of the insurance shall be included in the fee and no additional payment will be made therefore.
C. The amounts of such insurance shall be not less than the following; all limits may be satisfied by a combination of primary and excess policies:
    1. Company's Bodily Injury Liability and Property Damage Liability Insurance:
        a. Injury or death of one person: $500,000
        b. Injury to more than one person in a single accident: $3,000,000
        c. Property damage, per accident: $3,000,000
    2. Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
        a. Injury or death of one person: $500,000
        b. Injury to more than one person in a single accident: $3,000,000
        c. Property damage, per accident: $3,000,000
D. Certificates of insurance shall be provided to the City. The City shall be listed on all Certificates of Insurance as an additional insured under the provisions of Proposer's General Liability policy with respect to ongoing operations of Golden Hour under this Agreement. All companies providing insurance shall have at least an A.M. Best rating.

This Order is governed by and subject to the terms and conditions, including applicable addenda, attached, and incorporated herein by reference (as applicable, the "**Agreement**"). By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

**Golden Hour Data Systems, Inc.**

Authorized Signature:

DocuSigned by:
Heidi B. Newton
BE5CEA30D161483...

Name: Heidi B. Newton

Title: Chief Financial Officer

Date: 4/24/2025 | 10:32 PDT

**City of St. Charles, Missouri**

Authorized Signature:

Name:

Title:

Date:



Golden Hour Data Systems, Inc. Proprietary and Confidential

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# Master Software, SaaS and Services Agreement

This Master Software, SaaS and Services Agreement (together with any applicable addendum, this "**Agreement**") is entered into between Golden Hour Data Systems, Inc. ("**Golden Hour**") and Customer (as defined in any Order referencing this Agreement) as of the Effective Date of the first Order referencing this Agreement.

## 1. Services

Golden Hour will provide on-premises software (including any code, program or module) ("**Software**"), software-as-a-service ("**SaaS**") or Professional Services or Maintenance Services ("**Services**") described in each fully executed order or statement of work (each, an "**Order**") issued under this Agreement. This Agreement will govern all Software, SaaS and Services provided to Customer during the term of this Agreement.

## 2. Term

The term of this Agreement ("**Term**") will be from the Effective Date until the expiration or termination of the last effective Order executed under this Agreement, unless terminated earlier for cause. Unless otherwise specified in an Order, each Order will automatically renew on an annual basis following expiration of its Initial Term (as defined in such Order), unless terminated as set forth herein.

## 3. Termination

**A. Termination for Convenience**. A party may terminate any Order issued pursuant to this Agreement without cause with ninety (90) days' prior written notice to the other party.

**B. Termination for Cause**. A party may terminate any Order issued pursuant to this Agreement for cause if (I) the other party has breached any material term or condition of that Order or this Agreement and (II) such breach is not cured within thirty (30) days after written notice of breach to the breaching party.

**C. Effects of Termination**.

**I. Early Termination Fee**. If any Order is terminated by Customer without cause or by Golden Hour for cause during its Term, then Customer will immediately pay Golden Hour an early termination fee equal to the total Fees payable by Customer during the applicable Term less the total Fees paid by Customer prior to the effective date of termination.

**II. General**. Upon expiration or termination of any Order: (a) Customer's (1) license to Software (excluding Software subject to a perpetual license) and (2) right to access or use SaaS or Services, including associated user guides or operating manuals ("**Documentation**"), listed in such Order, will immediately terminate; and (b) Customer will return or destroy all copies of Software (excluding Software subject to a perpetual license) and Documentation listed in such Order in Customer's possession or control. The foregoing sentence will also apply to Software subject to a perpetual license if the applicable Order is terminated for cause by Golden Hour as a result of Customer's material breach of Section 6 (Intellectual Property) or failure to provide payment in full for Software.

## 4. Confidentiality

**A. Confidential Information**. "**Confidential Information**" means any information, technical data, or know-how, including, without limitation, information relating to software, products, services, customers, personnel, markets, research, intellectual property, inventions, processes, designs, marketing, future business strategies, trade secrets, finances and other nonpublic information of the disclosing party, including the details of this Agreement and any Order under this Agreement.



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**B. Non-Confidential Information**. Confidential Information does not include information that the receiving party can establish: (I) was lawfully known by the receiving party prior to its disclosure by the disclosing party; (II) is, or becomes, generally known to the public without breach of this Agreement; (III) is obtained by the receiving party in good faith from a third party without any communicated confidentiality obligation; or (IV) is independently developed by the receiving Party without use of the disclosing party's Confidential Information.

**C. Non-Disclosure**. The receiving party will use the disclosing party's Confidential Information only for purposes of this Agreement and applicable Orders under this Agreement and will not disclose it to any person or entity other than its or its Affiliates' employees, directors, contractors, consultants, service providers, counsel or agents who have a reasonable need to know such information and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). Users (as defined below) and any third party authorized by Customer to receive Customer's Confidential Information are Authorized Recipients of Customer. "**Affiliates**" means any corporate entity that, directly or indirectly, controls or is controlled by, or is under common control with, a party. The receiving party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving party will use the same standard of care to protect the disclosing party's Confidential Information as it uses to protect its own similar confidential and proprietary information, but no less than reasonable care. Notwithstanding the non-disclosure requirements of this section, Customer authorizes Golden Hour to refer to Customer as a customer and use Customer's name and logo in such references. Each party agrees that damages will not be adequate to protect the other party in the event of an actual or threatened breach of the confidentiality and nondisclosure obligations of this Agreement and that either party may take equitable action, including seeking injunctive relief, to enforce such obligations.

**D. Legal Disclosure**. If it becomes necessary for the receiving party to disclose any Confidential Information to enforce this Agreement or comply with a judicial or administrative proceeding (or equivalent process), the receiving party will, to the extent legally permitted, provide the disclosing party with prompt written notice so the disclosing party may, at the disclosing party's expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the receiving party will not be in breach of this Agreement by furnishing such Confidential Information as required. Prior to disclosing any patient information, protected health information or personal identifiable information to Golden Hour, Customer will obtain the legal right to disclose such information to Golden Hour.

## 5. Use of Software, SaaS and Services

Golden Hour will perform Services in a professional and workmanlike manner using qualified personnel in accordance with each Order. Customer will comply with all laws and regulations applicable to its use of Software, SaaS or Services, including complying with, and notifying Golden Hour of, export and import control laws and regulations applicable to Customer. Customer will implement and maintain industry standard administrative, technical and security standards or safeguards designed to ensure the security and confidentiality of Software or SaaS that Customer receives from Golden Hour. Golden Hour may suspend access to Software or SaaS if Golden Hour determines, in its reasonable discretion, that Customer has failed to comply with applicable law or implement or maintain such standards or safeguards until Customer complies with applicable law or implements and maintains such standards or safeguards, as applicable. Customer is responsible for the procurement, maintenance, performance and security of any network, connection, service or device not provided or managed by Golden Hour. Customer agrees to use current operating systems and browsers that support protocols and procedures accepted by Golden Hour. In connection with this Agreement, Customer will reasonably and timely cooperate with Golden Hour, including providing Golden Hour with access to Customer's equipment, software and data, including remote access, necessary for the implementation and operation of



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Software and SaaS or performance of Services. Customer will not require Golden Hour to comply with additional contractual or policy requirements not already contained in this Agreement or the applicable Order in order to receive such access. Golden Hour will provide Customer with the specifications of available remote access methods, and Customer will be responsible for the costs associated with any selected method. Customer agrees not to use Software or SaaS in excess of its authorized login protocols. Customer will immediately notify Golden Hour of any unauthorized access to or use of Software or SaaS, Customer's login ID, password or account or other breach of security.

## 6. Intellectual Property

**A. Ownership**. Golden Hour, including its Affiliates, licensors and service providers, as applicable, retains all right, title and interest, including but not limited to, all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions and combinations of the foregoing, in and to Software, SaaS, Services, Documentation and any other information or materials related to Software, SaaS or Services, including, without limitation, all object code, source code, modifications, know-how, ideas, technology, processes, techniques, inventions, or technical information relating to any of the foregoing and any derivative works thereof. Any rights not expressly granted to Customer hereunder are reserved by Golden Hour, including its Affiliates, licensors and service providers, as applicable. To the extent Customer acquires any rights in Software, SaaS, Services, Documentation or any other information or materials related to Software, SaaS or Services, including any derivative work created by Customer, by operation of law despite the terms of this Agreement, Customer hereby assigns those rights to Golden Hour and agrees to take such further actions as necessary to give effect to this section.

**B. Restrictions**. Except as expressly permitted by this Agreement, Customer will not, and will not permit any third party to: (I) use, reproduce, modify, adapt, alter, translate or create derivative works from Software, SaaS, Services or Documentation; (II) merge Software, SaaS or Services with other software or services; (III) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to Software, SaaS, Services or Documentation to any third party; (IV) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for Software or SaaS; (V) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in Software, SaaS, Services or Documentation; or (VI) otherwise use or copy Software, SaaS, Services or Documentation.

**C. Customer Content; Feedback.** As between Golden Hour and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of Software, SaaS or Services ("**Customer Content**"); provided that Golden Hour may de-identify and use Customer Content for any lawful purpose consistent with applicable law. Customer grants to Golden Hour and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into its Software, SaaS or Services any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of Software, SaaS or Services provided by Customer or its Users. "**User**" means Customer's or its Affiliates' employees, directors, principals, partners, consultants or agents authorized to use Software, SaaS or Services on behalf of Customer and registered and approved by Golden Hour, in Golden Hour's sole discretion, for such use in accordance with Golden Hour's procedures.

## 7. Users

Users may utilize Software, SaaS, Services and Documentation to the same extent Customer is allowed to use and benefit from such Software, SaaS, Services and Documentation; provided that: (A) each User's use of, or benefit from, Software, SaaS, Services and Documentation will be subject to all applicable terms, conditions and limitations (including

aggregate usage limitations) of this Agreement and each applicable Order; (B) Customer, as the signatory to this Agreement, will be responsible for each User's compliance with the terms, conditions and limitations of this Agreement; and (C) Golden Hour, in its sole discretion, may require certain Users (for example, third-party billing service providers, hospitals or EMS agencies) and Customer to sign Golden Hour's third-party access and use form prior to Golden Hour granting such User access to the applicable Software, SaaS, Services or Documentation.

## 8. Indemnification

**A. Golden Hour**. Golden Hour will defend any action against Customer or its agents, officers, directors, or employees (the "**Customer Parties**") brought by a third party alleging that Software, SaaS or Services infringe any U.S. patents or copyrights or misappropriate any trade secrets of a third party and will indemnify and hold the Customer Parties harmless from those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to by Golden Hour in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (I) promptly notifying Golden Hour in writing of such claim or action; (II) giving Golden Hour sole control of the defense thereof and any related settlement negotiations; and (III) cooperating with Golden Hour and, at Golden Hour's request and expense, assisting in such defense. Golden Hour will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer's prior written consent. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense. If any Software, SaaS or Services become, or in Golden Hour's opinion is likely to become, the subject of an infringement claim, Golden Hour may, at its sole option and expense: (a) procure for Customer the right to continue using it; (b) modify it, or replace it with a substantially similar software or service, so that it becomes non-infringing; (c) in the case of Software subject to a perpetual license, require its return and refund Customer a pro-rata portion of the Fees for such Software based on a thirty-six (36)-month straight-line depreciation; or (d) terminate the applicable Order, in whole or in part. Notwithstanding the foregoing, Golden Hour will have no indemnification or other obligation hereunder with respect to any infringement claim to the extent based upon: (1) use of Software, SaaS or Services not in accordance with this Agreement or the applicable Order; (2) use of Software, SaaS or Services in combination with products, equipment, software, services or data not supplied by Golden Hour; (3) the failure of Customer to implement the latest release of, or any replacements, corrections or modifications made available by Golden Hour for, Software, SaaS or Services; (4) Customer Content; or (5) any modification of any of Software, SaaS and Services or use thereof by any person other than Golden Hour or its authorized agents or subcontractors. This section states Golden Hour's entire liability and Customer's exclusive remedy for any claims of infringement.

**B. Customer**. Customer will defend any action against Golden Hour, its Affiliates and their respective agents, officers, directors and employees (the "**Golden Hour Parties**") and will indemnify and hold the Golden Hour Parties harmless from those costs and damages finally awarded against the Golden Hour Parties in any such action brought by a third party arising out of or related to: (I) Customer Content; or (II) the Customer Parties' or its Users use of Software, SaaS or Services allegedly in violation of the Agreement, Order, Documentation or applicable law. Golden Hour will: (a) promptly notify Customer in writing of such claim or action; (b) give Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperate with Customer and, at Customer's request and expense, assist in such defense. Customer will not enter into any settlement that imposes any legal liability or financial obligation on Golden Hour without Golden Hour's prior written consent.

## 9. Representations and Warranties

**A. Mutual**. Each party represents that it has full legal authority to enter into this Agreement and perform its obligations hereunder and that no third-party rights or permissions are required in order for it to do so.

**B. Golden Hour**. Golden Hour warrants that Services will be performed in a professional and workmanlike manner. Customer must provide written notice to Golden Hour within thirty (30) days of the completion of Services alleged to have been performed inconsistent with this warranty, otherwise this warranty will be void. Customer's sole remedy and Golden Hour's sole obligation in the event of a breach of this warranty is, at Golden Hour's option, to re-perform Services or refund the amounts paid by Customer for Services that were not as warranted.

**C. DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN APPLICABLE ADDENDUM: (I) SOFTWARE, SAAS AND SERVICES ARE PROVIDED STRICTLY ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW; (II) GOLDEN HOUR DOES NOT PROMISE THAT SOFTWARE, SAAS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; AND (III) GOLDEN HOUR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE, OR OTHERWISE.

## 10. Limitation of Liability

NEITHER GOLDEN HOUR, NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE FOR LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED. GOLDEN HOUR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO GOLDEN HOUR BY CUSTOMER FOR SOFTWARE, SAAS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT GOLDEN HOUR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. CUSTOMER AGREES THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

## 11. Payments

**A. Billing**. Customer will pay Golden Hour the fees as set forth in the applicable Order ("**Fees**"). All payments will be in U.S. dollars unless otherwise agreed by the parties. Unless otherwise expressly provided in this Agreement or the applicable Order, all Fees are nonrefundable, and Customer will pay Golden Hour all Fees due under such Order within thirty (30) days after the date of the invoice for such Fees. If any invoiced Fees are past due: (I) such past-due Fees will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less; (II) Golden Hour, in its sole discretion and not in lieu of any other remedy, may cease providing Software, SaaS and Services, until Golden Hour has received payment from Customer for all invoiced and past-due Fees plus accrued interest; and (III) Golden Hour, in its sole discretion, may revoke any discounts previously offered to Customer. Customer will pay all expenses (including reasonable attorney's fees) incurred by Golden Hour in connection with the collection of late payments. After the Initial Term set forth in the applicable Order, Golden Hour may increase Fees annually.

**B. Taxes**. Fees exclude all taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any jurisdiction ("**Taxes**"). Customer is responsible for paying Taxes assessed in connection with its or its User's use of Software, SaaS or Services. If Golden Hour believes it is legally obligated to invoice Customer for Taxes, Golden Hour will include any Taxes as a separate line item on an invoice unless Customer provides Golden Hour with a current tax exemption certificate issued by the appropriate taxing authority.

**C. Expenses**. Unless otherwise set forth in the applicable Order, Customer will reimburse Golden Hour for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by Golden Hour ("**Expenses**") in providing Services.

**D. Invoicing**. Unless otherwise set forth in the applicable Order, Golden Hour will invoice Customer for Fees approximately as follows:

**I. One-Time Fees**—on the Effective Date (as defined in the applicable Order);

**II. Minimum Monthly Fees***—annually in arrears;

**III. Collection Fees****—monthly in arrears;

**IV. Professional Services Fees**—on completion of the Professional Services; and

**V. Expenses**—as soon as reasonably practicable after such expenses are incurred.

* Unless otherwise set forth in the applicable Order, Minimum Monthly Fees will commence on the earlier of (a) the date Golden Hour is able to begin providing the RCM Services ("**Deployment Completion Date**") or (b) ninety (90) days after the Effective Date (as defined in the applicable Order) (the "**Minimum Monthly Fees Commencement Date**"). If the total Collection Fees actually paid to Golden Hour by Customer over the twelve (12)-month period following the Minimum Monthly Fees Commencement Date, and annually thereafter, is less than the total Minimum Monthly Fees set forth in an Order for the same period, then Golden Hour will invoice Customer an amount equal to the total Minimum Monthly Fees set forth in such Order for the same period less the total Collection Fees actually paid to Golden Hour for the same period.

** Collection Fees are calculated by multiplying the applicable Collection Fee percentage set forth in an Order (Ground, Air, etc.) times any payment received by Customer for a Claim processed by Golden Hour.

## 12. Professional Services

**A. General**. Golden Hour will use commercially reasonable efforts to provide the professional services set forth in an Order ("**Professional Services**"), and Customer and Golden Hour agree to cooperate in good faith to achieve satisfactory completion of the Professional Services. Customer acknowledges that Golden Hour's performance of the Professional Services is materially dependent on Customer's cooperation and that timelines for completion of Professional Services are estimates that may be revised due to third parties engaged as part of the Professional Services or Customer's responsiveness, cooperation and resources. Accordingly, Golden Hour will not be liable for any deficiency in the performance of Professional Services to the extent such deficiency results from any acts or omissions of Customer or a third party, including, but not limited to, Customer's failure to provide the necessary cooperation, access and assistance as required hereunder. Customer will reimburse Golden Hour for any reasonable costs incurred by Golden Hour in connection with such failure. Customer is solely responsible for ensuring that specifications provided to Golden Hour in connection with the Professional Services comply with applicable laws and regulations.

**B. Installations.** If Customer (I) fails to schedule installation of Software, SaaS or Services to occur within six (6) months from the Effective Date (as defined in the applicable Order) or (II) postpones or cancels a scheduled installation with less than thirty (30) days' written notice to Golden Hour, then Golden Hour may charge, and Customer will pay, an additional installation fee plus any additional costs already incurred (such as a $200 travel change fee to cover increased travel costs as a result of the rescheduling).

## 13. General

**A. Assignment**. Customer will not assign or transfer this Agreement or any Order, nor its interest, rights or responsibilities under this Agreement or any Order, except with written consent of Golden Hour, which will not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void.

**B. Notices**. All notices under this Agreement must be delivered in writing by email, courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the applicable email or physical address set forth in the applicable Order and, in the case of Golden Hour, to the attention of the Chief Financial Officer (or to such other address or person as from time to time provided by such party in accordance with this Section), and will be effective upon receipt.

**C. Governing Law and Venue; Waiver of Jury Trial**. This Agreement will be governed by the laws of the State of Missouri without reference to its choice of law rules. Any action or proceeding arising from or relating to this Agreement must be brought in a state court in St. Charles, Missouri or a federal court in the Eastern District of Missouri, and each party irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY IRREVOCABLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**D. Severability**. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be changed and interpreted by the court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

**E. Independent Contractors**. The parties are independent contractors. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the parties.

**F. U.S. Government End Users**. If Customer is a branch or agency of the United States Government, the following provision applies: Software, SaaS and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212 and if provided hereunder are (I) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. §12.212; or (II) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. §227.7202-1 and §227.7202-3. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, Customer receives only those rights to Software or SaaS as provided under the terms and conditions of this Agreement.

**G. Third Parties**. Customer is solely responsible for, and none of the Fees or Expenses set forth herein will be deemed to cover, any amounts owed to third parties in connection with the use of Software, SaaS and Services, including without limitation, clearinghouse fees. Customer must obtain Golden Hour's prior written consent before engaging a third-party provider ("**Third-Party Provider**") to allow third-party software, SaaS or services ("**Third-Party Software, SaaS or Services**") to integrate with, receive data from or access Software, SaaS or Services. Golden Hour will have no liability for, or in connection with, and makes no representations or warranties with respect to, any Third-Party Software, SaaS or Services, and no Third-Party Provider will be an agent or subcontractor of Golden Hour. Customer agrees that to the extent Third-Party Provider sends, receives, maintains or transmits any Customer Content, including without limitation, protected health information (collectively, "**Sharing**"), or takes any action with respect to Software, SaaS or

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Services, such Third-Party Provider does so on behalf of Customer and not of Golden Hour. If Third-Party Software, SaaS or Services require or result in Sharing Customer Content with a Third-Party Provider, Customer consents to Golden Hour and its Affiliates Sharing Customer Content with such Third-Party Provider, and Customer represents and warrants that such Sharing does not violate any agreement, law, regulation or other legal standard. Upon the earlier of: (I) termination of the Third-Party Provider's need for access to the applicable Software, SaaS or Services or (II) termination of Customer's agreement with a Third-Party Provider pertaining to Third-Party Software, SaaS or Services, Customer will immediately terminate Third-Party Provider's access to Software, SaaS and Services and notify Golden Hour thereof. To the extent Software, SaaS or Services contain software, services or content owned by a third party for which Golden Hour has a license agreement with such third party, Software, SaaS and Services and all rights granted hereunder are expressly limited by and subject to any license agreements Golden Hour may have for such software. Customer will promptly reimburse Golden Hour for any Fees incurred by Golden Hour for Third-Party Software, SaaS or Services after the date of expiration or termination of an Order (such as the remainder of an annual fee charged to Golden Hour for such Third-Party Software, SaaS or Services).

**H. Force Majeure**. Each party's failure to perform in a timely manner will be excused to the extent caused by conditions beyond the reasonable control of the affected party that could not have been avoided by reasonable diligence. Such conditions may include, but are not limited to, natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected party, strikes, acts of God, pandemics, wars (declared and undeclared), acts of terrorism, riots, embargoes, and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected party will immediately give notice to the other party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected party may terminate this Agreement without being in breach of this Agreement.

**I. Entire Agreement; Amendment; No Third-Party Beneficiaries; Online Customer Community; Survival.** This Agreement, together with the applicable Order, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at goldenhour.com. In the event of a conflict between this Agreement, including applicable addenda, the applicable Order or any agreement at goldenhour.com, the order of precedence will be as follows: (I) the applicable Order; (II) this Master Software, SaaS and Services Agreement, (III) the Business Associate Addendum; (IV) the Software-as-a-Service Addendum or Software Addendum, as applicable; (V) any other addenda, if applicable; and (VI) agreements at goldenhour.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, will be wholly inapplicable to Software, SaaS and Services and will not be binding in any way on Golden Hour. The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement. This Agreement may not be amended or changed except in writing signed by both parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion, and any waiver must be in writing and signed by the waiving party. Except as otherwise expressly stated herein, the parties' rights and remedies under this Agreement are cumulative. Neither party will have any obligation to enter into any Order. Customer may participate in Golden Hour's online customer community in accordance with the terms of such community. Except as expressly set forth herein, there are no third-party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement will continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 3.C (Effects of Termination), Section 4 (Confidentiality), Section 5 (Use of Software,



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SaaS and Services), Section 6 (Intellectual Property), Section 7 (Users), Section 8 (Indemnification), Section 9 (Representations and Warranties), Section 10 (Limitation of Liability), Section 11 (Payments) and Section 13 (General). This Agreement may be signed and delivered electronically and executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

# Business Associate Addendum

## 1. Applicability

This Business Associate Addendum (this "**Business Associate Addendum**") applies to any Order and the Agreement between Customer ("**Covered Entity**") and Golden Hour ("**Business Associate**") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("**PHI**") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as "**HIPAA**"). Terms used but not otherwise defined in this Business Associate Addendum will have the same meaning as those terms in HIPAA and the Master Software, SaaS and Services Agreement, as applicable; provided that PHI will refer only to protected health information of Covered Entity unless otherwise stated.

## 2. Compliance and Agents

To the extent it has access to PHI, Business Associate will fully comply with the requirements of this Business Associate Addendum with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Business Associate Addendum.

## 3. Use and Disclosure; Rights

Business Associate will not use or disclose PHI except as permitted under this Business Associate Addendum, including Section 16 hereof, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it: (A) to perform its obligations under this Business Associate Addendum; (B) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement; or (C) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (Y) the disclosure is required by law; or (Z) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

## 4. Safeguards

Business Associate will develop, document, use and keep current appropriate procedural, physical and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Business Associate Addendum.

## 5. Minimum Necessary

Business Associate will limit any use, disclosure or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request.

## 6. Report of Improper Use or Disclosure



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Business Associate will report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Business Associate Addendum and any security incident of which it becomes aware. Business Associate will, within fifteen (15) days following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach. The notice will include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Business Associate Addendum.

## 7. Individual Access

In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate will make available all PHI in a designated record set (a) to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative or (b) at Business Associate's discretion, to such individual requesting such access to the individual's own PHI (or such individual's authorized representative) pursuant to 45 CFR §164.524.

## 8. Amendment of and Access to PHI

Business Associate will make available for amendment PHI in a designated record set and will incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties; provided that notwithstanding the foregoing, Business Associate may (and Covered Entity authorizes Business Associate to) comply with an individual's or the individual's representative's request to copy or amend PHI in a designated record set in accordance with and under 45 CFR §164.524 and §164.526.

## 9. Accounting

Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

## 10. DHHS Access to Books, Records and Other Information

Business Associate will make available to the U.S. Department of Health and Human Services ("**DHHS**"), Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

## 11. Individual Authorizations; Restrictions

Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

## 12. HITECH Act Compliance



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Covered Entity and Business Associate will comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

### 13. Term

This Business Associate Addendum will take effect on the effective date of the Agreement and will continue in effect unless and until either party terminates this Business Associate Addendum or the Agreement.

### 14. Breach; Termination; Mitigation

If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Business Associate Addendum, Covered Entity and Business Associate will take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Business Associate Addendum. Business Associate will take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

### 15. Return of PHI

Business Associate will, upon termination of this Business Associate Addendum, and if feasible: (A) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (B) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Business Associate Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

### 16. Deidentified Health Information

Business Associate may de-identify or aggregate any and all PHI and may create a "**Limited Data Set**" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified or aggregated information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

### 17. Survival

All representations, covenants and agreements in or under this Business Associate Addendum will survive the execution, delivery and performance of this Business Associate Addendum.

### 18. Further Assurances; Conflicts

Each party will in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Business Associate Addendum. The terms and conditions of this Business Associate Addendum will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement will remain in full force and effect. Any ambiguity in this Business Associate Addendum with respect to the Agreement will be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Business Associate Addendum.

### 19. Applicable Law

The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Business Associate Addendum and may affect the parties'


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obligations under this Business Associate Addendum. The parties agree to take such action as is necessary to amend this Business Associate Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.

# Revenue Cycle Management Services Addendum

## 1. Applicability

This Revenue Cycle Management Services Addendum (this "**RCM Addendum**") applies to any Revenue Cycle Management Services ("**RCM Services**") designated in a current Order between Customer and Golden Hour. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement.

## 2. RCM Services

**A. General**. As further described in this RCM Addendum, Golden Hour will provide RCM Services in accordance with Golden Hour's established policies, procedures and workflows designed to create, submit, collect and maximize reimbursement of medical claims associated with emergency medical transports by Customer. **Allocation**. Customer will transmit all Claims to Golden Hour as soon as reasonably practical and no later than three (3) days after they arise. Customer's engagement of Golden Hour is exclusive with respect to the RCM Services. Customer will not engage any other person or entity to perform services that are the same as, or similar in nature and scope to, the RCM Services.

**C. Demographics**. Within thirty (30) days of the Effective Date, Customer will provide Golden Hour with information reasonably necessary for Golden Hour to provide the RCM Services, including the information requested in the implementation plan to be sent to Customer.

**D. Transports**. Customer will provide the following to Golden Hour concurrently with the transmission of the Claims to which they relate:

- **I.** Complete transport record;
- **II.** Digital attachments of all data ancillary to such record including, but not limited to: (a) Assignment of Benefits; (b) Advance Beneficiary Notice; (c) Certificate of Medical Necessity; (d) copies of all signed documents related to ambulance transport (including, but not limited to, the memorandum of transfer forms, letters of agreement, guarantees of payment and authorizations from insurers and other entities); and (e) any additional attachments or records that support the use of the particular type of transport of a patient and that patient's condition (including, but not limited to, electrocardiogram readings, discharge summaries, hospital medical records and specialized hospital transport teams involved with the care during the transport);
- **III.** Patient loaded miles;
- **IV.** Facility demographics detail;
- **V.** Copy of all correspondence associated with a Claim;
- **VI.** Complete payment information related to any reimbursement or payment accepted prior to, or at the time of, transport including, but not limited to, any down payment; and
- **VII.** Other transport Claim information as may be reasonably requested by Golden Hour from Customer for the purpose of the RCM Services.

RCM Services expressly exclude, and additional fees for Professional Services will be due and payable for, any review of a patient's insurance coverage or policy requirements, commonly known as benefits checks, prior to transport of such patient. Golden Hour is not responsible for any errors or omissions caused by inaccurate information provided by Customer.

**E. Liaison**. Upon Golden Hour's request, Customer will assist and facilitate in data acquisition, data verification, local legal issues and insurance appeals process in support of the RCM Services. This assistance and facilitation may require, without limitation the gathering and coordination of information and supporting documentation to process, code, file and collect upon Claims.

**F. Coding**. Based upon the information provided by Customer, including, but not limited to, scope of practice, medical crews' clinical impressions, medical records and related documentation, and regulations published by



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applicable third-party payors, for each Claim, Golden Hour will (I) perform coding; (II) verify the correct billing code; and (III) verify and assign the correct billing modifiers. Customer will promptly notify Golden Hour of any material changes to information previously provided to Golden Hour that would impact coding.

**G.** **Payors**. Golden Hour will collaborate in good faith with Customer to obtain insurance verification and other information necessary to provide the RCM Services, including: (I) confirming insurance coverage for transports; (II) exercising due diligence in obtaining information needed to process Claims; and (III) identifying primary, secondary and tertiary payors in material compliance with applicable federal and state laws. RCM Services expressly exclude, and additional fees for Professional Services will be due and payable for, payor enrollment and management services, including, but not limited to, license updates, pay-to information, vehicle additions and board member or ownership changes.

**H.** **Processing**. Golden Hour will implement and maintain a system for processing Claims that (I) submits Claims in electronic and paper format to payors and (II) provides to payors with such Claims all necessary patient insurance forms, electronic claim data and supplemental statements. If Golden Hour is provided with all information necessary to submit a Claim, Golden Hour will submit such Claim in accordance with the timetables set for in applicable law.

**I.** **Transports.** Golden Hour will make reasonable efforts to collect payments due to Customer for Claims based upon the billing protocols established by Customer and Golden Hour. Specifically, Golden Hour will perform the following tasks with respect to Claims:

**I.** Implement and maintain a charge recovery and cash receipt control system;

**II.** Maintain Customer account records for Claims, including posting daily remittances, updating patient records, calculating contractual disallowances and reclassifying accounts once payments have been made;

**III.** Perform account follow-up, including monitoring payors' responses to Claims, balance due collections from patients, and secondary insurance submissions;

**IV.** Generate daily cash deposit updates in accordance with generally accepted internal control standards; and

**V.** Make reasonable efforts to resolve any remittance advice exceptions.

The efforts described in this section do not guarantee payment. Payments of benefits are subject to all terms, conditions, limitations and exclusions of a patient's contract at the time of service. Additionally, a patient's health insurance company will only pay for services it deems to be "reasonable and necessary." Thus, a patient's health insurance company could deny coverage, even after benefits or eligibility are verified.

**J.** **Lockbox**. Customer will establish a lockbox (the "**Lockbox**") with a banking institution ("**Bank**") for payments related to the Claims (the "**Payments**"), which will be Customer's sole property. Customer will authorize Bank to provide Golden Hour with read-only access to the Lockbox.

**K.** **Posting**. All billing instructions issued by Golden Hour for Claims will direct the payor to remit Payments to the Lockbox. Payments collected by Golden Hour on behalf of Customer will be deposited into the Lockbox. Customer will notify Golden Hour within thirty (30) days of any direct or separate remittance with respect to any Claim made directly to Customer. If Golden Hour receives confirmation that Payment, offset or recoupment of a Claim has been applied by the applicable payor but Customer has not reported such Payment, offset or recoupment within one hundred twenty (120) days of Golden Hour receiving such confirmation, then Golden Hour may apply such Payment, offset or recoupment to Customer's account.

**L.** **Payments**. Golden Hour will undertake reasonable efforts to assign each Payment to the correct Claim. Without limiting Section 3 of this RCM Addendum:

**I.** If Golden Hour receives a payment from Customer that does not relate to a Claim ("**Non-GH Payment**"), then Golden Hour will: (a) notify Customer of such Non-GH Payment; (b) attempt to return it to Customer; and (c) post it as a Non-GH Payment until Customer accepts such return.



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**II.** If Golden Hour receives a payment without remittance information reasonably sufficient for Golden Hour to identify the Claim to which such payment pertains (an "**Unidentified Payment**"), then Golden Hour will: (a) notify Customer of such Unidentified Payment; (b) request that Customer provide information reasonably sufficient to identify the Claim to which the Unidentified Payment pertains; and (c) post it as an Unidentified Payment until Customer provides such information.

**III.** If Golden Hour receives a payment from Customer's designated third-party collections agent relating to a Claim (a "**Collections Agent Payment**"), then: (a) Golden Hour will post such Collections Agent Payment to that Claim; and (b) Collection Fees (as defined in the Agreement) will be due and payable hereunder with respect to such Collections Agent Payment.

**IV.** If Golden Hour receives a refund request or overpayment notice relating to a Payment, or if Golden Hour identifies that Customer has received a payment in excess of the amount of a Claim (in each case, a "**Payment Inquiry**") then: (a) Golden Hour will promptly notify Customer of such Payment Inquiry; (b) Customer will promptly respond to such Payment Inquiry, including providing a refund to the payor, if necessary; and (c) post a refund, overpayment or recoupment, as required.

**V.** In consideration of the time and effort required by Golden Hour concerning Claims even where a refund is requested or overpayment or recoupment occurs, Customer will not be entitled to recoupment, offset or reimbursement of Collection Fees paid to Golden Hour for the Claim that is the subject of a Refund or Overpayment.

**M. Reporting**. On a monthly basis, Golden Hour will provide Customer with a report to allow Customer to track each Claim, which report will indicate amounts billed, collections received, adjustments made, write-offs applied and other demographics and actions resulting from the RCM Services. Concurrently with the delivery of the foregoing report, Golden Hour also will provide Customer with a summary report that indicates total cash collected, allowances made, adjustments applied and other items required for financial reporting.

## 3. Compliance

**A. General**. Unless otherwise expressly provided hereunder, in no event will one party be liable to the other party for such other party's non-compliance with applicable laws including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**") or rules and regulations of the Center for Medicare and Medicaid Services.

**B. Compliant Transports**. Customer specifically represents, warrants and agrees that all transports performed by Customer are valid medical transports that comply with all applicable federal and state laws and regulations and other applicable requirements for payment including, but not limited to, any requirements for crew member credentials, certifications or licensure ("**Compliant Transports**"). Without limiting Golden Hour's other rights and remedies, for any transport that is not a Compliant Transport (a "**Non-Compliant Transport**"), Golden Hour will: (a) if a Claim was submitted for such Non-Compliant Transport, collaborate with Customer or payor, or both, with respect to the refund of any payment received by Customer and cancellation of such Claim; (b) return any Claim for such Non-Compliant Transport and corresponding documentation to Customer; and (c) have no further obligation to perform RCM Services related to such Non-Compliant Transport. In consideration of the time and effort required by Golden Hour concerning the Claims described in this Section 3.B, Customer will pay Collection Fees for such Claims as if Customer received Payment for such Claims.

**C. Compliance Program**. Each party will maintain a compliance program in accordance with applicable laws and regulations. Additionally, Golden Hour will adhere to Customer's commercially reasonable policy with respect to accounts receivable delivered to Golden Hour at least ninety (90) days in advance of required compliance, including with respect to write-offs, bad-debt, contractual adjustments and other adjustments of accounts receivable balances; provided that if a material conflict exists between such policy and Golden Hour's accounts receivable policy, Golden Hour and Customer will cooperate in good faith to develop a mutually agreeable policy with respect to accounts receivable for the RCM Services.

**D.** **Non-Solicitation**. Customer will not solicit or hire Golden Hour's employees, either during this Agreement or for a period of one (1) year after the expiration of this Agreement, without the prior written consent of Golden Hour.

**E.** **Insurance**. Golden Hour, at its own cost and expense, will obtain and maintain, during the Term of the Agreement, insurance policies in adequate amounts to support Golden Hour's obligations and operations. Such insurance coverage shall include Worker's Compensation Insurance, General Liability Insurance, Professional Liability Insurance, and Automobile Liability Insurance.

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Additional Signature Page
between City of St. Charles, Missouri
and Golden Hour Data Systems, Inc. (Order Q-79400)

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 5/5/2025
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Director of Finance Date

## Certificate Of Completion

Envelope Id: BB052338-B08D-4FED-865A-9C2FAC882DE6
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf Golden Hour Data Systems
Source Envelope:
Document Pages: 22
Signatures: 6
Certificate Pages: 6
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Haley Dolezal
200 N Second St
Saint Charles, MO, MO 63301
haley.dolezal@stcharlescitymo.gov
IP Address: 10.101.81.9

## Record Tracking

Status: Original
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| Brijette Struyk<br>brijette.struyk@stcharlescitymo.gov<br>Senior Financial Analyst - Fire<br>Signing Group: Senior Financial Analysts<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 97.91.213.67 | Sent: 5/2/2025 10:59:12 AM<br>Viewed: 5/2/2025 12:27:37 PM<br>Signed: 5/2/2025 12:27:44 PM |
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| Paul Feldmann<br>paul.feldmann@stcharlescitymo.gov<br>Purchasing Manager<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/2/2025 12:27:48 PM<br>Viewed: 5/2/2025 12:40:43 PM<br>Signed: 5/2/2025 1:22:51 PM |
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| Mary Ann Ohms<br>maryann.ohms@stcharlescitymo.gov<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/2/2025 1:22:53 PM<br>Viewed: 5/2/2025 1:52:45 PM<br>Signed: 5/2/2025 1:54:10 PM |
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| Holly Magdziarz<br>holly.magdziarz@stcharlescitymo.gov<br>Assistant City Attorney<br>City of Saint Charles, MO<br>Signing Group: LEGAL REVIEW<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Holly Magdziarz<br>25D56664397942C...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 24.171.100.32 | Sent: 5/2/2025 1:54:13 PM<br>Viewed: 5/2/2025 2:50:03 PM<br>Signed: 5/2/2025 3:34:41 PM |
| Jennifer O'Connor<br>jennifer.oconnor@stcharlescitymo.gov<br>Director of Finance<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Jennifer O'Connor<br>C5FB3E8A40BE40D...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/2/2025 3:34:44 PM<br>Viewed: 5/5/2025 8:41:11 AM<br>Signed: 5/5/2025 10:46:02 AM |
| Lawrence S. Dobrosky, Jr.<br>lawrence.dobrosky@stcharlescitymo.gov<br>Director of Administion<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | DocuSigned by:<br>Lawrence S. Dobrosky, Jr.<br>3E05A81A58094AA...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 35.130.51.195 | Sent: 5/5/2025 10:46:06 AM<br>Viewed: 5/13/2025 10:16:34 AM<br>Signed: 5/13/2025 10:16:46 AM |
| Emily B. Galantowicz<br>emily.galantowicz@stcharlescitymo.gov<br>Assistant City Clerk<br>City of Saint Charles, MO<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 5/13/2025 10:16:50 AM<br>Viewed: 5/13/2025 11:00:16 AM |
| Daniel J. Borgmeyer<br>dan.borgmeyer@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Kim Hudson<br>kimberly.hudson@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| City Clerk - Assign Contract #<br><br>Signing Group: City Clerk - Assign Contract #<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

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| Carbon Copy Events | Status | Timestamp |
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| Carla Bray<br>carla.bray@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 5/5/2025 10:46:05 AM<br>Viewed: 5/5/2025 11:11:09 AM |
| Amy Milstead<br>amy.milstead@stcharlescitymo.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Payment Events | Status | Timestamps |
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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.

### Getting paper copies

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@stcharlescitymo.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@stcharlescitymo.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.

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**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 6 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Report Year Ending December 31, 2024 as Submitted by the Board of Directors of the Bogey Hills Plaza 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 Year Ending December 31, 2024 for the Bogey Hills Plaza 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Bogey Hills Plaza
# Community Improvement District

Annual Report
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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*Signatures on any documents have been redacted for security purposes.*

## 1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

## 2. District Description

The Bogey Hills Plaza Community Improvement District (the "District") is comprised of an approximately 4.96 acre site located in the City of St. Charles (the "City"), St. Charles County, Missouri located near the intersection of Zumbehl Road and Interstate 70.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | September 3, 2019 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 19-173 | |
| CID Sales Tax Effective Date: | January 1, 2020 | |
| Date Annual Budget Adopted: | October 9, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 N. Second Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| District Legal Counsel: | | |
| Governing Board of Directors: | Chair | Patrick Cunningham |
| | Vice Chair/Secretary | Brent Beumer |
| | Treasurer | John Powderly |
| | Director | Drew Bextemueller |
| | Director | Sharon Wagner |

## 3. Purpose

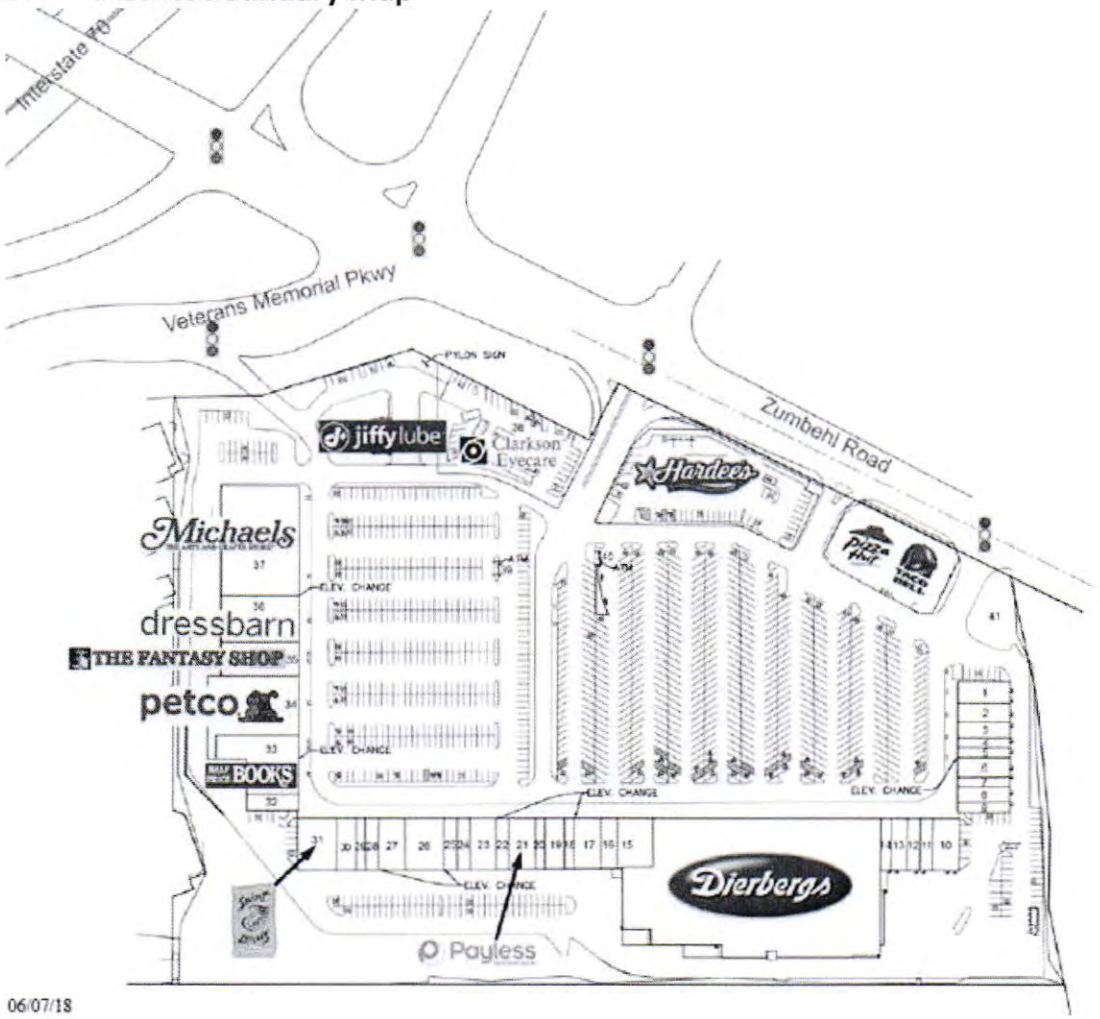
The District was formed in 2019 to address improvements (i.e., transportation, utility, and similar capital improvements within the District.

## 4. District Legal Description

A tract of land in part of Lot 9, Block 2 of Evans Survey of the Commons of St. Charles, in Township 47 North, Range 4 East, City of St. Charles, Missouri and being further described as follows:

Commencing at the Southeastern corner of Lot 9; thence along the Northeastern line of Lot 9, North 33 degrees 12 minutes 33 seconds West, 595.09 feet to a point being the most Northern corner of property conveyed to George H. Brinkman by Deed recorded in Book 213, page 63, in the St. Charles County Recorder's Office; thence along said Brinkman's Western line the following bearings and distances: South 34 degrees 58 minutes 21 seconds West, 229.02 feet, South 06 degrees 25 minutes 33 seconds West, 310.41 feet, South 25 degrees 57 minutes 32 seconds West, 132.00 feet and South 43 degrees 27 minutes 32 seconds West, 33.85 feet to the true point of beginning of the tract herein described; thence continuing South 43 degrees 27 minutes 32 seconds West, 186.53 feet; thence South 50 degrees 19 minutes 12 seconds West, 209.19 feet; thence South 57 degrees 02 minutes 31 seconds West, 115.81 feet; thence South 44 degrees 24 minutes 26 seconds West, 119.64 feet to a point on the Northeastern line of property conveyed to Bogey Hills Golf and Country Club by Deed recorded in Book 608, page 264 in the St. Charles County Recorder's Office; thence along the Northeastern line of said Bogey Hills property North 33 degrees 54 minutes 09 seconds West, 1367.59 feet to a point on the Southeastern line of Bogey Hills, Phase I Condominiums, a plat of which is recorded in the St. Charles County Recorder's Office, in Plat Book 17, page 35; thence leaving said Northeastern line and running North 56 degrees 16 minutes 16 seconds East, 134.20 feet; thence South 53 degrees 05 minutes 44 seconds East, 34.39 feet; thence North 36 degrees 54 minutes 16 seconds East, 17.00 feet; thence South 53 degrees 05 minutes 44 seconds East, 25.00 feet; thence North 36 degrees 54 minutes 16 seconds East, 95.00 feet; thence North 13 degrees 07 minutes 13 seconds West, 20.18 feet; thence 56 degrees 16 minutes 16 seconds East, 438.39 feet; thence South 54 degrees 58 minutes 46 seconds East, 3.62 feet; thence North 35 degrees 01 minutes 14 seconds East, 9.32 feet; thence North 56 degrees 16 minutes 16 seconds East, 65.50 feet; thence South 54 degrees 58 minutes 46 seconds East, 15.20 feet; thence North 35 degrees 01 minutes 14 seconds East, 39.08 feet; thence North 56 degrees 16 minutes 16 seconds East, 74.27 feet to a point on the Southern line of property conveyed to the Missouri State Highway Department; thence along the right-of-way of the Missouri State Highway Department the following bearings and distances; South 34 degrees 41 minutes 44 seconds East, 133.63 feet, South 50 degrees 55 minutes 44 seconds East, 241.47 feet, South 06 degrees 45 minutes 44 seconds East, 304.20 feet and North 83 degrees 15 minutes 16 seconds East, 97.08 feet to a point on the Southwestern right-of-way line of Zumbehl Road; thence South 07 degrees 51 minutes 02 seconds East on the Southwestern right-of-way line of Zumbehl Road, 669.17 feet to the true point of beginning.

## 5. District Boundary Map




06/07/18

## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

## Attachments:

- Resolutions adopted during 2024 budget year:
  - **Resolution 24-001,** Conflict of Interest
  - **Resolution 24-002,** Approving Wade Stables PC as District Auditor
  - **Resolution 24-003,** Amending 2024 Budget and Approving 2025 Budget
- Audited Financial Statement for the Year Ending December 31, 2023

# Bogey Hills Plaza
# Community Improvement District

## Basic Financial Statements

## And Management's Discussion and Analysis

## For The Year Ended December 31, 2023

**Bogey Hills Plaza Community Improvement District**
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December 31, 2023


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Wade Stables P.C.
CERTIFIED PUBLIC ACCOUNTANTS

100 North Sixth Street • P.O. Box 796 • Hannibal, Missouri 63401-0796 • Phone (573) 221-5998 • Fax (573) 221-2044

# INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Bogey Hills Plaza Community Improvement District
St. Charles, Missouri

## Opinions

We have audited the accompanying cash basis financial statements of the governmental activities and each major fund of Bogey Hills Plaza Community Improvement District as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Bogey Hills Plaza Community Improvement District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities and each major fund of the Bogey Hills Plaza Community Improvement District, as of December 31, 2023, and the respective changes in cash basis financial position for the year then ended in accordance with the cash basis of accounting described in Note 1.

## Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Bogey Hills Plaza Community Improvement District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## Emphasis of Matter—Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

## Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bogey Hills Plaza Community Improvement District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bogey Hills Plaza Community Improvement District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Other Matters**

*Other Information*

Management is responsible for the other information included in the annual report. The other information comprises the management's discussion and analysis and budgetary comparison information but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 19, 2024, on our consideration of the Bogey Hills Plaza Community Improvement District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bogey Hills Plaza Community Improvement District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bogey Hills Plaza Community Improvement District's internal control over financial reporting and compliance.

Wade Stables P.C.

**Wade Stables P.C.**
*Certified Public Accountants*

June 19, 2024
Hannibal, Missouri

# Management's Discussion and Analysis

The discussion and analysis of Bogey Hills Plaza Community Improvement District's financial performance provides an overview and analysis of the District's financial statements for the year ended December 31, 2023. It should be read in conjunction with the accompanying basic financial statements.

**Financial Highlights**

- The assets of Bogey Hills Plaza Community Improvement District exceeded its liabilities at the close of the year ended December 31, 2023 by $174,706. Of this amount, $174,706 (unrestricted net position) could be used to meet the District's ongoing obligations to citizens and creditors.
- The assets of Bogey Hills Plaza Community Improvement District exceeded its liabilities at the close of the year ended December 31, 2022 by $165,515. Of this amount, $165,515 (unrestricted net position) could be used to meet the District's ongoing obligations to citizens and creditors.
- The District's total net position increased $9,191 for the year ended December 31, 2023. The primary reason for this is because the District received $630,646 in total revenues and spent $621,455 on total expenses.
- The District's total net position increased $31,367 for the year ended December 31, 2022. The primary reason for this is because the District received $604,437 in total revenues and spent $573,070 on total expenses.
- The District did not issue any debt for the year ending December 31, 2023 and 2022.

**Using This Special Purpose Framework**

The financial statements are presented on a basis of cash receipts and cash disbursements, an accounting basis other than Generally Accepted Accounting Principles (GAAP). These statements include all assets and liabilities arising from cash transactions; a basis of accounting takes into consideration all of the current year's revenues collected and expenditures paid, but does not include capital assets, amounts due in the future from others, or liabilities payable from future revenues.

**Overview of the Financial Statements**

The discussion and analysis serves as an introduction to Bogey Hills Plaza Community Improvement District's basic financial statements. The District's financial statements are comprised of two components, combined government-wide and fund financial statements and notes to the financial statements. This report also contains other information in addition to the basic financial statements themselves.

**Combined Government-wide and Fund Financial Statements**

Government-wide and Fund financial statements are combined as allowed by the Governmental Accounting Standards Board for special purpose governments. As such, these combined statements show each major fund as well as the primary government as a whole.

Governmental Funds - All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of the funds and the balance left at year-end that is available for spending. The funds are reported using the cash basis of accounting. This measurement focus reports on revenues received and expenditures paid during the period. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

Bogey Hills Plaza Community Improvement District internally maintains two individual governmental funds, however, to conform with Governmental Accounting Standards, reporting is summarized into one major fund. Information is presented in the Governmental Funds Balance Sheet and Statement of Net Position – Cash Basis, for the General Fund, which is considered a major fund. The General Fund consists of: the Sales Tax Trust Fund and the Operating Fund.

### Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to financial statements can be found immediately following the basic financial statements.

### The District as a Whole – Government-Wide Financial Analysis

The District's combined net position was $174,706 as of December 31, 2023.

**Table 1**
**Summary of Net Position**
**at December 31, 2023 and 2022**

| | Governmental Activities | |
|---|---|---|
| | 2023 | 2022 |
| Current and other assets | $ 174,706 | $ 165,515 |
| Total Assets | $ 174,706 | $ 165,515 |
| Net position: | | |
| Restricted | $ - | $ - |
| Unrestricted | 174,706 | 165,515 |
| Total Net Position | $ 174,706 | $ 165,515 |

**Table 2**
**Changes in Net Position**

| | Governmental Activities | |
|---|---|---|
| | 2023 | 2022 |
| General Revenues: | | |
| Taxes | $ 630,646 | $ 604,437 |
| Total Revenues | $ 630,646 | $ 604,437 |
| Expenses: | | |
| General government | $ 14,453 | $ 10,270 |
| Interest expense | 137,750 | 128,286 |
| Loan principal repayment | 469,252 | 434,514 |
| Total Expenses | $ 621,455 | 573,070 |
| Increase (decrease) in Net Position | $ 9,191 | $ 31,367 |
| Net Position at beginning of year | 165,515 | 134,148 |
| Net Position at end of year | $ 174,706 | $ 165,515 |

## PROPERTY, PLANT AND EQUIPMENT AND DEBT

### Property, Plant and Equipment

During the years ending December 31, 2023 and 2022, the District had capital additions of $0.

### Debt

During the year ending December 31, 2023, the District had a loan balance of $3,899,229. In 2023, the District made interest payments of $137,750 and principal payments of $469,252.

During the year ending December 31, 2022, the District had a loan balance of $4,368,481. In 2022, the District made interest payments of $128,286 and principal payments of $434,514.

### General Fund Budgeting Highlights

For the year ending December 31, 2023, actual expenditures on a budgetary basis were $621,455 compared to the budget amount of $579,009. The primary reason for the $42,446 negative variance is the result of the District not budgeting enough for interest expense and loan principal repayment.

For the year ending December 31, 2022, actual expenditures on a budgetary basis were $573,070 compared to the budget amount of $589,009. The primary reason for the $15,939 positive variance is the result of the District budgeting for legal and professional fees and not incurring those costs, as well as budgeting too much for interest expense.

For the year ending December 31, 2023, actual revenues on a budgetary basis were $630,646 compared to the budget amount of $580,000. The reason for the $50,646 positive variance is the result of the District not budgeting enough for CID sales tax revenues.

For the year ending December 31, 2022, actual revenues on a budgetary basis were $604,437 compared to the budget amount of $600,000. The reason for the $4,437 positive variance is the result of the District not budgeting enough for CID sales tax revenues.

### Economic Factors and Next Year's Budget

Local, national and international economic factors influence the District's revenues. Positive economic growth correlates with increased revenues from property taxes. Economic growth in the local economy may be measured by a variety of indicators such as employment growth, unemployment, and new construction and assessed valuation. The District has prepared its budget for the next fiscal year considering the economic factors discussed above.

### Contacting the District's Financial Management

This financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional information, contact the District.

## Bogey Hills Plaza Community Improvement District

Governmental Funds Balance Sheet and
Statement of Net Position - Cash Basis
December 31, 2023

| | General Fund | Total Funds | Adjustments | Statement of Net Position |
|---|---|---|---|---|
| **Assets** | | | | |
| Cash and equivalents | $ 174,706 | $ 174,706 | $ - | $ 174,706 |
| **Total Assets** | $ 174,706 | $ 174,706 | $ - | $ 174,706 |
| **Liabilities and Fund Balances / Net Position** | | | | |
| Fund Balance: | | | | |
| Restricted for: | | | | |
| Debt Service | $ - | $ - | $ - | $ - |
| Capital Projects | - | - | - | - |
| Unassigned | 174,706 | 174,706 | (174,706) | - |
| **Total Liabilities and Fund Balances** | $ 174,706 | $ 174,706 | $ (174,706) | $ - |
| **Net Position:** | | | | |
| Restricted for: | | | | |
| Debt Service | | | $ - | $ - |
| Capital Projects | | | - | - |
| Unrestricted | | | 174,706 | 174,706 |
| **Total Net Position** | | | $ 174,706 | $ 174,706 |

*The accompanying notes to financial statements are an integral part of this statement.*

## Bogey Hills Plaza Community Improvement District

Governmental Fund Revenues, Expenditures, and Changes in Fund Balances and
Statement of Activities - Cash Basis
For the Year Ended December 31, 2023

| | General Fund | Total Funds | Adjustments | Statement of Activities |
|---|---|---|---|---|
| **Expenditures/Expenses:** | | | | |
| Administrative expenses | $ 6,000 | $ 6,000 | $ - | $ 6,000 |
| Insurance expense | 815 | 815 | - | 815 |
| Audit fees | 2,700 | 2,700 | - | 2,700 |
| Legal Fees | 4,938 | 4,938 | - | 4,938 |
| Interest expense | 137,750 | 137,750 | - | 137,750 |
| Loan principal repayment | 469,252 | 469,252 | - | 469,252 |
| **Total Expenditures/Expenses** | $ 621,455 | $ 621,455 | $ - | $ 621,455 |
| **General Revenues:** | | | | |
| CID sales tax revenues | $ 630,646 | $ 630,646 | $ - | $ 630,646 |
| **Total General Revenues** | $ 630,646 | $ 630,646 | $ - | $ 630,646 |
| **Net Change in Fund Balance** | $ 9,191 | $ 9,191 | $ (9,191) | $ - |
| Change in net position | | | 9,191 | 9,191 |
| Fund balance/net position: | | | | |
| Beginning of Year | 165,515 | 165,515 | - | 165,515 |
| End of Year | $ 174,706 | $ 174,706 | $ (9,191) | $ 174,706 |

*The accompanying notes to financial statements are an integral part of this statement.*

## 1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Reporting Entity

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statues of Missouri, as amended (the "CID Act"), the Bogey Hills Plaza Community Improvement District (the "CID") was formed by Ordinance No. 19-173 (the "Ordinance") of the City of Saint Charles, Missouri (the "City") on September 3, 2019. The Ordinance provided that the CID be established in accordance with the CID Act for the purpose of undertaking various CID project improvements identified in the Ordinance (the "Project") and financing the Project by providing revenues to repay eligible Project costs.

On September 3, 2019, the District entered into a Development Agreement (the "Development Agreement") among the City of St. Charles, Missouri ("City"), Caplaco Fourteen, Inc. and Dierbergs Zumbehl, Inc. (together, the "Developer") to provide (i) the process by which the District will reimburse the Developer for Reimbursable Project Costs, (ii) the payment of Operating costs, (iii) the payment of debt service on the District Obligations, and (iv) assurances to the City regarding the implementation of the District Project. The City Council of the City finds and determines that the action to be taken pursuant to the Development Agreement is reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose, and the District Project is necessary and advisable and will be in the best interest of the City and of its inhabitants in order to promote the public interest.

On September 6, 2019, in accordance with the CID Act and the Petition, the Board of Directors of the District authorized the District to impose a one percent (1%) (the "CID Sales Tax") upon approval by the qualified voters of the District, on receipts from the sale at retail of all tangible personal property or taxable services at retail with the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities. The qualified voters of the District approved the CID Sales Tax at a mail-in election held on September 6, 2019, pursuant to Section 67.1545.1 of the CID Act.

On March 31, 2021, the District entered a loan agreement with First Bank in order to pay and finance reimbursable project costs of the District in a maximum amount not to exceed $5,500,000 (the "Loan").

The location of the project is a tract of land in part of Lot 9, Block 2 of Evans Survey of the Commons of St. Charles, in Township 47 North, Range 4 East, City of St. Charles, Missouri. A general description of the project is as follows: construction, demolition, removal and replacement, 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, and improvements to storefronts and building facades, walls, parking lots, pedestrians walkways, awnings, canoples, 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 right-of-way.

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure that the financial statements of the District are not misleading. The primary government consists of all funds, departments, boards and agencies that are not legally separate from the District.

Component units are legally separate organizations for which the District is financially accountable. The District is financially accountable for an organization if the District appoints a voting majority of the organization's governing board and (1) the District is able to significantly influence the programs or services performed or provided by the organization; or (2) the District is legally entitled to or can otherwise access the organization's resources; the District is legally obligated or has otherwise assumed the responsibility to finance the deficits of, or provide financial support to, the organization; or the District is obligated for the debt of the organization. Component units

## 1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

may also include organizations that are fiscally dependent on the District in that the District approves the budget, the issuance of debt, or the levying of taxes. The District has no component units.

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the District's accounting policies are described below.

### A) BASIS OF PRESENTATION

Special-purpose governments engaged in a single governmental program and having no component units may present financial statements as combining fund financial statements with government-wide statements. This is illustrated on the Governmental Funds Balance Sheet and Statement of Net Position – Cash Basis and the Governmental Fund Revenues, Expenditures and Changes in Fund Balances and Statement of Activities - Cash Basis.

In the fund financial statements, financial transactions and accounts of the District are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. The fund statements are also presented on a cash basis of accounting. Major individual governmental funds are reported as separate columns in the fund financial statements.

The District reports the following major governmental funds:

**Governmental Funds**

**General Fund** – The District maintains two funds that makes up the General Fund, as follows:

**Sales Tax Trust Fund** - The Sales Tax Trust Fund is the fund that the Missouri Department of Revenue deposits sales tax revenues into. Revenues are derived primarily from sales taxes.

**Operating Fund** – The Operating Fund shall be funded from District Sales Tax Revenues on deposit in the Trust Fund in an amount equal to the Annual Operating Fund Deposit, plus such additional amount as, from time to time, may be required and may be authorized by the District to pay extraordinary and/or non-recurring Operating Costs in excess of the Annual Operating Fund Deposit, including but not limited to litigation costs relating to the indemnities under Section 8.2 of the Development Agreement and other litigation costs, provided such additional amount shall be eligible for payment or reimbursement under the CID Act. Money in the Operating Fund shall be used to pay Operating Costs, to pay the principal of or interest on District Obligations or for any other lawful purpose of the District, as determined by the Board of Directors.

### B) BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Government-wide financial statements and Fund Financial Statements are prepared using the cash basis of accounting, a special purpose framework. Under the cash basis, revenues are recognized when received rather when earned and expenditures are recognized when cash is disbursed rather when the obligation is incurred.

## 1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### C) BUDGETS AND BUDGETARY ACCOUNTING

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

1) In accordance with Section 67 of the Missouri Revised Statutes, the budget officer, as designated by the District, prepares and adopts an annual budget which represents the complete financial plan for the ensuing budget year. The budget includes at least the following information:

   a) A budget message describing the important features of the budget and major changes from the preceding year;

   b) Estimated revenues to be collected from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund, activity and object;

   c) The amount required for the payment of interest, amortization, and redemption charges on the debt of the District;

   d) A general budget summary.

2) In no event shall the total proposed expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.

3) The District may revise, alter, increase or decrease the items in the proposed budget, subject to such limitations as may be provided by law provided, that in no event, shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.

4) The District shall, before the beginning of the fiscal year, approve the budget and approve or adopt such orders, motions, resolutions or ordinances as may be required to authorize the budgeted expenditures and produce the revenues in the budget.

5) After the District has approved the budget and approved or adopted the orders, motions, resolutions or ordinances required to authorize the expenditures proposed in the budget, the District shall not increase the total amount authorized for expenditure from any fund, unless the District Board adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion resolution or ordinance to authorize the expenditures.

The 2023 budget was approved at the regularly scheduled Board of Directors' meeting. Annual budgets are prepared and adopted by fund on a basis consistent with the cash basis of accounting for the individual governmental funds. All annual appropriations lapse at fiscal year end.

### D) CAPITAL ASSETS AND LONG-TERM LIABILITIES

In accordance with the cash basis of accounting, the government-wide and fund financial statements report capital asset additions as expenditures when cash is expended and debt proceeds are shown as other financing sources when cash is received. Debt principal payments are shown as expenditures when payments are made. Capital assets and long term liabilities are not maintained on these financial statements but long term debt is disclosed later in these notes to the financial statements.

## 1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)

### E) REVENUE RECOGNITION – SALES TAX

Sales tax revenues are collected monthly and remitted to the Missouri Department of Revenue. The District receives the sales tax revenue the month after it is collected by the Missouri Department of Revenue.

Sales tax revenue is recognized when they are received by the District.

### F) FUND BALANCE AND NET POSITION

Net Position represents the difference between assets and liabilities. Net Position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by laws or regulations of the government. All other net position that does not meet the definition of "restricted" are reported as unrestricted net position. It is the District's policy to expend restricted resources first if the restrictions are met.

Fund balances are classified as follows:

**Nonspendable-** This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The District did not have any nonspendable fund balance as of December 31, 2023.

**Restricted-** This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or law or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The District did not have any restricted fund balance as of December 31, 2023.

**Committed-** This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District's Board. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District had no committed resources as of December 31, 2023.

**Assigned-** This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the District Board through budgetary process. The District had no assigned resources as of December 31, 2023.

**Unassigned-** All amounts not included in other spendable classifications.

The District would typically use Restricted fund balances first, followed by Committed resources, and then Assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend Unassigned resources first to defer the use of these other classified funds.

## 2) CASH AND CASH EQUIVALENTS

The District complies with various regulations on deposits and investments, which are imposed by the state statutes as follows:

Deposits - All deposits with financial institutions must be collateralized in an amount at least equal to uninsured deposits.

## 2) CASH AND CASH EQUIVALENTS (CONCLUDED)

Investments - The District may invest in bonds of the State of Missouri or any wholly owned corporation of the United States; or in other short-term obligations of the United States.

Cash of the District at December 31, 2023, is as follows:

**Deposits**

At December 31, 2023, the carrying amount of the District's deposits was $174,706 and the bank balance was $174,706. The bank balance in the Sales Tax Trust Fund and Operating (Collateral) Fund was $174,706 at year end. Any balance maintained in this account would be covered by federal depository insurance up to $250,000.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. State statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The District does not have an additional custodial credit risk policy.

**Investments**

There were no investments at December 31, 2023.

## 3) COMMITMENTS

On September 3, 2019, the District entered into a Development Agreement (the "Development Agreement") among the City of St. Charles, Missouri ("City"), Caplaco Fourteen, Inc. and Dierbergs Zumbehl, Inc. (together, the "Developer") to provide (i) the process by which the District will reimburse the Developer for Reimbursable Project Costs, (ii) the payment of Operating costs, (iii) the payment of debt service on the District Obligations, and (iv) assurances to the City regarding the implementation of the District Project. The City Council of the City finds and determines that the action to be taken pursuant to the Development Agreement is reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose, and the District Project is necessary and advisable and will be in the best interest of the City and of its inhabitants in order to promote the public interest.

## 4) LITIGATION

At December 31, 2023 there were no claims or lawsuits pending against the District.

## 5) TAXES

On September 6, 2019, in accordance with the CID Act and the Petition, the Board of Directors of the District authorized the District to impose a one percent (1%) (the "CID Sales Tax") upon approval by the qualified voters of the District, on receipts from the sale at retail of all tangible personal property or taxable services at retail with the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities. The qualified voters of the District approved the CID Sales Tax at a mail-in election held on September 6, 2019, pursuant to Section 67.1545.1 of the CID Act.

## 6) LONG-TERM DEBT

On March 31, 2021, the District borrowed $5,300,000 from First Bank amortized over a period of 240 months. The loan bears interest at a rate equal to 3.0% per annum and will mature on March 1, 2041. At the year ended December 31, 2023 the balance of loan was $3,899,229.

In 2023, the District paid $137,750 in interest expense and $469,252 in principal payments.

| | | |
|---|---|---|
| Balance at January 1, 2023 | $ | 4,368,481 |
| Loan issued | | - |
| Loan repaid | | (469,252) |
| Balance at December 31, 2023 | | 3,899,229 |

The loan amortization schedule is as follows:

| Year | Principal | Interest | Total |
|---|---|---|---|
| 2024 | 227,290 | 127,942 | $ 355,232 |
| 2025 | 234,203 | 121,029 | 355,232 |
| 2026 | 241,327 | 113,905 | 355,232 |
| 2027 | 248,667 | 106,565 | 355,232 |
| 2028 | 256,230 | 99,001 | 355,231 |
| 2029-2033 | 1,402,905 | 373,254 | 1,776,159 |
| 2034-2038 | 1,288,607 | 156,298 | 1,444,905 |
| | $ 3,899,229 | $ 1,097,994 | $ 4,997,223 |

## 6) PROJECT COSTS

The District spent $0 in project costs during the year ending December 31, 2023 and 2022.

## 8) INTERFUND TRANSFERS

During the fiscal year ended December 31, 2023, the District did not have any interfund transfers.

## 9) SUBSEQUENT EVENTS

These financial statements considered subsequent events through June 19, 2024, the date the financial statements were available to be issued.

# Other Information

## Bogey Hills Plaza Community Improvement District

Statement of Revenues Collected and Expenditures Paid -
General Fund - Budget and Actual - Cash Basis
For the Year Ended December 31, 2023

| | Budgeted Amount Original | Budgeted Amount Final | Actual | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|
| **Revenues:** | | | | |
| CID sales tax revenues | $ 580,000 | $ 580,000 | $ 630,646 | $ 50,646 |
| **Total Revenues** | $ 580,000 | $ 580,000 | $ 630,646 | $ 50,646 |
| **Expenditures:** | | | | |
| Bank fees | $ 100 | $ 100 | $ - | $ 100 |
| Administrative expenses | 6,000 | 6,000 | 6,000 | - |
| Insurance expenses | 1,559 | 1,559 | 815 | 744 |
| Audit fees | 2,700 | 2,700 | 2,700 | - |
| Legal and professional fees | 8,650 | 8,650 | 4,938 | 3,712 |
| Interest expense | 90,000 | 120,000 | 137,750 | (17,750) |
| Loan principal repayment | 380,000 | 440,000 | 469,252 | (29,252) |
| **Total Expenditures** | $ 489,009 | $ 579,009 | $ 621,455 | $ (42,446) |
| **Net Change in Fund Balance** | $ 90,991 | $ 991 | $ 9,191 | $ 8,200 |
| **Fund Balance - at beginning of the year** | | 165,515 | 165,515 | |
| **Fund Balance - at end of the year** | | $ 166,506 | $ 174,706 | |

# Compliance Section

Wade Stables P.C.
CERTIFIED PUBLIC ACCOUNTANTS

100 North Sixth Street • P.O. Box 796 • Hannibal, Missouri 63401-0796 • Phone (573) 221-5998 • Fax (573) 221-2044

# INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Bogey Hills Plaza Community Improvement District
St. Charles, Missouri

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Bogey Hills Plaza Community Improvement District, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise Bogey Hills Plaza Community Improvement District's basic financial statements, and have issued our report thereon dated June 19, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Bogey Hills Plaza Community Improvement District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Bogey Hills Plaza Community Improvement District's internal control. Accordingly, we do not express an opinion on the effectiveness of Bogey Hills Plaza Community Improvement District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Bogey Hills Plaza Community Improvement District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wade Stables P.C.

**Wade Stables P.C.**
*Certified Public Accountants*

June 19, 2024
Hannibal, Missouri

**RESOLUTION NO. 24-001**

**A RESOLUTION OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN DISTRICT OFFICIALS AND OFFICERS; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of Revised Statutes of Missouri, as amended (the ***"CID Act"***), the Bogey Hills Plaza Community Improvement District (the ***"District"***), was formed by Ordinance No. 19-173 of the City of St. Charles, Missouri passed and approved on September 3, 2019 (the ***"Ordinance"***), for the purpose of undertaking certain improvements within the boundaries of the District (the ***"CID Project"***); and

**WHEREAS**, pursuant to the Ordinance, the District is authorized to impose a community improvement district sales and use tax (the ***"CID Sales Tax"***) at a rate of one percent (1.0%) on all retail sales located within the boundaries of the District for the purpose of funding the CID Project; and

**WHEREAS**, on September 6, 2019, in accordance with the CID Act, the Board of Directors of the District approved Resolution No. 19-009 authorizing the District to impose the CID Sales Tax, which CID Sales Tax will become effective on January 1, 2020; and

**WHEREAS**, the District is a political subdivision of the State of Missouri and reasonably anticipates that, for the fiscal year ending December 31, 2024, and each subsequent fiscal year, its annual operating budget may be in excess of one million dollars; and

**WHEREAS**, the Board of Directors of the District desires to provide a procedure to disclose potential conflicts of interest and substantial interests for certain of its officials and officers in order to comply with the requirements of state law regarding such disclosure.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Declaration of Policy**. The proper operation of a political subdivision requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public officials and employees not use public office for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the District.

**Section 2. Conflicts of Interests**. The Chair or any member of the District's Board of Directors who has a substantial personal or private interest, as defined by state law, in any resolution shall disclose on the records of the District's Board of Directors the nature of his or her interest and shall abstain from voting on any matters relating to this interest.

**Section 3. Disclosure Reports**. Each person designated as a signatory on the CID Sales Tax Account – Bogey Hills Plaza Community Improvement District, maintained by First Bank, shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of $500, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of $500, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

**Section 4. Filing of Reports**. The reports, in the form set forth as **Exhibit A**, attached hereto and incorporated herein by reference, shall be filed with the District's Secretary and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Section 5. When Filed**. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

a. Each person appointed to office shall file the statement within 30 days of such appointment or employment; and

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided, that any member of the Board of Directors may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

**Section 6. Filing of Resolution**. The Assistant Secretary shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

**Section 7. District Officers to Execute Resolution**. The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 8. Further Authority**. All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with or contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the officials, officers, representatives, 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.

**Section 9. Severability**. 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 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 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 10. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 11. Effective Date.** This Resolution shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the District's Board of Directors.

Passed this 9th day of October, 2024.

I, the undersigned, Chair of the Bogey Hills Plaza Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on October 9, 2024.




**BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 9th day of October, 2024.

[redacted]

**EXHIBIT A**

**FORM OF FINANCIAL DISCLOSURE STATEMENT FOR POLITICAL SUBDIVISIONS**

(Attached hereto.)

Missouri Ethics Commission (MEC)
PO Box 1370, Jefferson City MO 65102, Fax: 573-526-4506, pfdonline@mec.mo.gov

Office Use:

# Financial Disclosure Statement for Political Subdivisions

105.485(4), RSMo

## 1. Statement Information (select one)

Type: ☐ New ☐ Amended

## 2. Filing Status & Time Period Covered (select one & insert time period)

A. Filing Status

- ☐ **Annual Filer:** file from Jan 1 to Dec 31 of prior year (if no longer serving, enter the time period served), due by May 1
- ☐ **Newly Appointed/Employed:** file for calendar year before start date, due within 30 days
- ☐ **Incumbent Candidate:** file from Jan 1 of prior year to closing date for candidacy (may be longer than 12-month period), due within 14 days of closing date for candidacy
- ☐ **New Candidate:** file for the 12-month period before the closing date for candidacy, due within 14 days of closing date for candidacy

B. Time Period Covered: From ____/____/_____ to ____/____/_____ (mm/dd/yyyy)

## 3. Filer Information

Filer's name (First, Middle, Last)

Spouse's name (First, Middle, Last)

Mailing address

City, State, Zip

Dependent child's name* (First, Middle, Last)

Dependent child's name* (First, Middle, Last)

Political Subdivision or State Agency

Title (Position/Office Seeking)

☐ Check if spouse is filing separate from yourself (if your spouse is not required to file a PFD, this statement MUST disclose his/her information).

*Includes all children, stepchildren, foster children and wards under the age of eighteen residing in the person's household and who receive in excess of 50% of their support from the person.

## 4. Transaction Information

A. List the transactions, valued at more than $500, you, your spouse, or any relative within the first degree of blood or marriage had with the political subdivision listed above. *Do not include* compensation received as an employee, payment of taxes, fees or penalties or transfers for no consideration.

Date (mm/dd/yyyy) Parties involved in transaction

Date (mm/dd/yyyy) Parties involved in transaction

B. List the transactions for any business entity, in which you, your spouse, or dependent child(ren) held a substantial interest, that conducted business with the political subdivision listed above valued at more than $500. *Do not include* payments of taxes, fees or penalties due to the political subdivision or transactions involving payment for providing utility service to the political subdivision or transfers for no consideration. (NOTE: Substantial interest includes ownership of 10% of the business entity or interest valued at $10,000 or more, or from which a salary, gratuity or other compensation of $5,000 or more is paid per calendar year).

Date (mm/dd/yyyy) Name of Business Parties involved in transaction

Date (mm/dd/yyyy) Name of Business Parties involved in transaction

## 5. Signature (select one, sign & date)

- ☐ I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.
- ☐ I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate and that my spouse has refused or failed to provide information concerning his or her financial interest and that I have no working knowledge of such interests. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.

Filer's Signature (Required) Date (mm/dd/yyyy)

**NOTE:** The following information is required from the **Chief Administrative Officer** and **Chief Purchasing Officer** *only*. Include information for filer, spouse and dependent child(ren).

6. **Employment**

List the name and address of each employer from whom you, your spouse, or dependent child(ren) received income of $1,000 or more during the time period covered by this statement.

| Employer Name | Employer Address/City/State/Zip | Person's name whom received income |
|---|---|---|
| | | |
| | | |

7. **Sole Proprietorships**

List each sole proprietorship owned by you, your spouse or dependent child(ren) during the time period covered by this statement.

| Sole Proprietorship Name | Sole Proprietorship Address/City/State/Zip |
|---|---|
| | |
| | |

8. **General Partnerships, Joint Ventures**

List each general partnership and joint venture in which you, your spouse or dependent child(ren) were a partner or participant, and the names of partners or co-participants, unless such names and addresses are filed with the Secretary of State, during the time period covered by this statement.

| General Partnership or Joint Venture Name | Address/City/State/Zip | Nature of Business | Partner/Coparticipant's Name & Address | Party Involved |
|---|---|---|---|---|
| | | | | |
| | | | | |

9. **Stocks, Bond & Other holdings**

EXCEPTION: Interest in any qualified plan or annuity pursuant to the Employees Retirement Income Security Act (ERISA) is not required to be listed.

A. *Limited Partnerships, Closely-held Corporations:* List the name of any closely-held corporation/limited partnership in which you, your spouse, or dependent child(ren) own ten percent (10%) or more of any class of the outstanding stock or units during the time period covered by this statement.

| Limited Partnership/Closely-held Corporation Name | Address/City/State/Zip | Nature of business | Party Involved |
|---|---|---|---|
| | | | |
| | | | |

B. *Publicly Traded Corporation or Limited Partnership:* List the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which you, your spouse or dependent child(ren) own two percent (2%) or more of any class of outstanding stock, units or other equity interests during the time period covered by this statement.

| Corporation/Limited Partnership Name | Party Involved |
|---|---|
| | |
| | |

10. **Corporations**

List the name and address of each corporation for which you, your spouse, or dependent child(ren) served in the capacity of a director, officer or receiver during the time period covered by this statement.

| Corporation Name | Corporation Address/City/State/Zip | Person's name who served in this capacity |
|---|---|---|
| | | |
| | | |

This form is required to be filed with the Missouri Ethics Commission and with the governing body of your political subdivision. All elected and appointed officials as well as employees of a political subdivision must comply with §105.454 RSMo., on conflicts of interest and their own local code of ethics.

**RESOLUTION NO. 24-002**

**A RESOLUTION OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT APPROVING THE SELECTION OF WADE STABLES PC AS AUDITOR OF THE DISTRICT FOR THE FISCAL YEARS ENDING DECEMBER 31, 2024, 2025, AND 2026; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, and Ordinance No. 19-173 adopted by the City Council of the City of St. Charles, Missouri on September 3, 2019, the Bogey Hills Plaza Community Improvement District (the ***"District"***) was formed as a political subdivision of the State of Missouri; and

**WHEREAS,** the District sent a request for proposals for professional auditing services to eight certified public accounting firms to serve as auditor of the District for the fiscal years ending December 31, 2024, 2025, and 2026; and

**WHEREAS,** the District has determined that it is in its best interest to select Wade Stables PC as auditor of the District for fiscal years ending December 31, 2024, 2025, and 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Approval of Auditor.** The Board of Directors of the District hereby approves the selection of Wade Stables PC as auditor of the District for the fiscal years ending December 31, 2024, 2025, and 2026, pursuant to the terms of the proposal of said auditor set forth on **Exhibit A**, attached hereto and incorporated herein by reference (the ***"Proposal"***).

**Section 2. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 3. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents, and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, 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 the Proposal.

**Section 4. Severability.** 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 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 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. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Board of Directors of the District.

Passed this 9th day of October, 2024.

I, the undersigned, Chair of the Bogey Hills Plaza Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on October 9, 2024.

**BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

Bogey Hills Plaza Community Improvement District
State of Missouri

[SEAL]

WITNESS my hand and official seal this 9th day of October, 2024.

[redacted]

**EXHIBIT A**

**PROPOSAL**

(Attached hereto.)

Audit Proposal for the

# Bogey Hills Plaza Community Improvement District

Contact Person:

**Scott Straub, CPA**
Wade Stables P.C.
327 Sonderen
O'Fallon, MO 63366

(636) 272-4159

sstraub@wadestables.com

**Transmittal Letter**

Development Dynamics
Attn: Laura Lashley
Bogey Hills Plaza Community Improvement District

Board of Directors:

On behalf of Wade Stables P.C., I am most pleased to present our proposal to serve as independent accountants for the Bogey Hills Plaza Community Improvement District for the years ending December 31, 2024, December 31, 2025 and December 31, 2026.

We understand that the scope of the services that are to be provided are as follows:

1. An audit of the basic financial statements in accordance with auditing standards generally accepted in the United States of America. We understand that the District is required to have an audit in accordance with the standards for financial audits set forth in *Government Auditing Standards,* issued by the Comptroller General of the United States, and the provisions of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations.*

2. As a result of this audit, we contemplate the issuance of the following reports:

   a) An opinion as to whether financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (which collectively comprise the District's basic financial statements) present fairly, in all material respects, the respective financial position and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

   b) A report regarding assertions made in management's discussion and analysis including procedures we performed in relation to the required supplemental information, however we will not issue an opinion on management's discussion and analysis.

   c) An opinion as to whether other required supplemental information and other supplemental information are fairly stated in all material respects in relation to the basic financial statements taken as a whole. We will not express an opinion on statistical tables presented in conjunction with the financial statements.

   d) A Letter to Management, summarizing nonreportable conditions found during the course of the audit.

   e) A written report, when applicable of any fraud or other illegal acts discovered during the course of the audit.

3. We will assure ourselves that the Transportation Development District Board of Directors is informed of each of the following:
   a) The auditor's responsibility under generally accepted auditing standards
   b) Significant accounting policies
   c) Management judgments and accounting estimates
   d) Significant audit adjustments
   e) Other information in documents containing audited financial statements
   f) Disagreements with management
   g) Management consultation with other accountants
   h) Major issues discussed with management prior to retention
   i) Difficulties encountered in performing the audit.

4. All working papers and reports will be retained, at our expense, for a minimum of five years, or longer if notified by the Bogey Hills Plaza Community Improvement District. We will make working papers available, at the District's request to the U.S. General Accounting Office, parties designated by federal, state or District officials as part of an audit quality review process, auditors of entities of which the District is a sub-grantee and successor auditors of the District financial statements.

In June 2003, the Comptroller General of the United States issued the 2003 revision of *Government Auditing Standards.* The new version of these standards made significant changes and severely limited the nature and amount of consulting work that a government entity's independent auditor could perform for the auditee. Specifically, the independent auditor is prohibited from performing non-audit (consulting) services for the auditee.

Wade Stables P.C. is committed to performing the work involved, on a timely basis. The timing of entrance conferences, progress reports, exit conferences and delivery of reports will be based on a schedule negotiated and agreed to by the Bogey Hills Plaza Community Improvement District.

Government entities represent one of only three industries that have been designated by the shareholders of Wade Stables P.C. to receive a top-level commitment of resources and support. The opportunity to serve the District is of great importance to us. Our firm is committed to serving our clients and I will personally see to it that the District has prompt and ready access to our best people. We will spare no effort to understand and exceed your expectations.

Thank you again for this opportunity to present our proposal. This proposal represents a firm and irrevocable offer of services. Our fee for these services would be no more than $3,400 for December 31, 2024, $3,400 for December 31, 2025 and $3,400 for December 31, 2026. We look forward with great enthusiasm to serving you.

The information provided in this proposal is true, correct and reliable for purposes of evaluation for potential contract award.

Sincerely,

Stephen S. Straub
Certified Public Accountant

# Audit Proposal for the Bogey Hills Plaza Community Improvement District

Detailed Technical Proposal

---

## 1. Independence

Wade Stables P.C. is independent of the Bogey Hills Plaza Community Improvement District as defined by auditing standards generally accepted in the United States of America and the standards for financial audits established by *Government Auditing Standards,* issued by the Comptroller General of the United States.

## 2. License to Practice in Missouri and Illinois

Wade Stables P.C., as well as each of the firm's shareholders, is licensed to practice in the State of Missouri and the State of Illinois.

## 3. Firm Qualifications and Experience

Wade Stables P.C. currently operates as a CPA firm. The firm was organized as a partnership on April 1, 1948 and was incorporated as a Missouri professional corporation (P.C.) on January 4, 1989. On December 1, 1992, the firm acquired an office in Quincy, Illinois. In 1999, the Firm located an office in O'Fallon, Missouri, in May of 2002, acquired an office in Troy, Missouri. Wade Stables P.C.'s offices are located at 6th and Maine Center, Suite 9 in Quincy, Broadway and 6th Streets in Hannibal, 312 Sonderen Street in O'Fallon, 101 West College in Troy. The proposed work would be coordinated out of our O'Fallon office. Because of the proximity of our offices, we contemplate using personnel from both the O'Fallon and Troy offices on this engagement.

The firm consists of three (3) shareholders, two (2) managers, four (4) senior accountants (all CPAs), five (5) accountants and four (4) data processing and clerical clerks. Because of the amount of governmental work we perform, the majority of our staff members are "Yellow Book" compliant and meet the GAO's continuing education requirements. We contemplate using two (2) full-time professional staff on this engagement.

All audit and accounting work would be performed by employees of Wade Stables P.C.

## 4. Shareholder, Supervisory and Staff Qualifications and Experience

The shareholder responsible for the engagement would be Stephen S. Straub, who is licensed to practice as a certified public accountant in Missouri. Senior accountant Sandra Brune would also be assigned to the engagement. Each of these accountants are licensed CPAs.

Accountants assigned to the engagement would remain constant from year to year. Substitutions in the engagement team would only be made if necessitated by turnover in staff members. Engagement shareholders, managers and other supervisory staff would not be changed without prior written approval of the District.

Wade Stables P.C. performs audits of governmental entities both large and small, District, county and school districts, as well as special districts. Wade Stables P.C. currently audits one county, two cities larger than 10,000 population, fifteen smaller towns and villages, nine school districts and several special districts (transportation development, ambulance, fire and levee districts).

Wade Stables P.C. is a member of the AICPA's Private Companies practice Section and undergoes a tri-annual peer review under the supervision of the Missouri Society of CPAs. During the firm's most recent review for the period ended September 30, 2017, Wade Stables P.C. received an unqualified opinion on its quality control system.

## 5. Similar Engagements with Other Government Entities

Wade Stables P.C. has performed the audit and accounting services for a number of governmental entities, including cities, school districts and special districts. Some relavent governmental audits include:

**Big Bend Crossing TDD**
c/o Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102-2740
(314) 621-5070

**Stardust Munger Diamond TDD**
c/o City of Hannibal
320 Broadway
Hannibal, MO 63401
(573) 221-0111

**City of Quincy, Illinois**
740 Maine Street
Quincy, Illinois 62301
Year Ended April 30, 2010
(217) 228-4545

**Hannibal, Missouri School District No. 60**
4650 McMasters Avenue
Hannibal, Missouri 63401
Year Ended June 30, 2010
(573) 221-1258

**Additional references provided upon request .**

## 6. Specific Audit Approach

*Proposed segmentation of the engagement:*

The engagement would be segmented by naturally occurring groups of funds and accounts (i.e. all capital projects funds or all cash accounts). Each segment would be audited by a member of the firm's staff and reconciled to the books and records of the District.

*Sample Size and Statistical Sampling:*

Our firm policy requires the use of both statistical and non-statistical sampling procedures. Generally, random samples are selected and tested to produce confidence rates of 90 to 95 percent. We determine sample size based on the population of the universe being tested and use random number generators to select the sample. In addition, significant items (based on our calculation of materiality) are tested to a confidence level of 100 percent.

## 6. Specific Audit Approach (Concluded)

*Extent of use of EDP software in the engagement:*

The engagement team is assigned a portable (laptop) computer, equipped with software that we use in our audit engagements. Principal among this software are trial balance and auditing software, word processing software and spreadsheet software.

*Type and extent of analytical procedures to be used in the engagement:*

Firm policy requires the use of analytical procedures during the planning, field work and review stages of the engagement. These procedures range from historical comparisons and trend analysis, reasonableness tests, observation and inquiry, and other substantive procedures.

*Approach to be taken to gain an understanding of the District of LaGrange's internal control:*

Wade Stables P.C. uses a three-pronged approach for gaining an understanding of the client's internal control. The first step is to gain a basic understanding through the use of questionnaires. In the case of the District of LaGrange, three such questionnaires, consisting of controls over the financial aspects, federal programs and computer operations would be utilized. Secondly, we would observe the control system in operation, generally during the interim field work and again at final. Finally, we would conduct substantive tests of the controls themselves, using statistical and non-statistical sampling procedures.

*Approach to be taken in determining laws and regulations that will be subject to audit test work:*

Laws and regulations to be tested for compliance are determined based on a review of the District's ordinances, state regulation and federal law. In addition, each contract or grant is reviewed for applicable requirements and outside sources, such as the catalog of federal domestic assistance and the OMB compliance supplement are also reviewed.

*Approach to be taken in drawing audit samples for purposes of tests of compliance:*

Generally, the type of regulation being tested will determine the test and therefore the sample to be tested. In each case, however, we will use a combination of statistical and non-statistical sampling techniques to determine the sample

## 7. Identification of Anticipated Potential Audit Problems

Wade Stables P.C. does not anticipate any major potential audit problems in this engagement. Our approach to resolving problems when they do occur is to fully discuss the problem with the District's management and come to a consensus on the nature of the problem and the best way to resolve the problem. We believe, that through the process the District has undertaken in this request for proposals that all major issues have been adequately explained and, hopefully, potential problems have been avoided.

## 8. Report Format

The format of our report will be under the reporting model prescribed by the Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments.* As previously noted *Government Auditing Standards,* limits the type of work the entity's independent accountant can perform outside of the audit. Governmental entities are encouraged to review the 2003 revision of "the Yellow Book", which is available on the General Accounting Office's web site at www.gao.gov. Statement 34 and its accompanying implementation guides are available from the Governmental Accounting Standards Board web site at www.gasb.org.

**Audit Proposal for the Bogey Hills Plaza Community Improvement District**

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## Stephen S. Straub, CPA

Resume

***Education:***

B.S.B.A. (Accounting) University of Missouri, Columbia, MO, 1994

***Professional Experience:***

Shareholder - Wade Stables P.C.
Responsibilities:

- Shareholder in charge of audits and unaudited work
- Establishment and continuation of client contacts
- Training of staff accountants
- Preparation and review of federal and state tax returns
- Administration of corporate responsibilities

***Scope of Professional Experience:***

Shareholder in charge of:

- Audits of banks and thrifts
- Audits of municipalities
- Audits of nonprofit organizations
- Audits and reviews of manufacturing companies
- Audits of construction companies
- Audits and reviews of retail and wholesale companies
- Individual, partnership, corporate and not-for-profit tax returns

***Professional Organization Affiliations:***

- American Institute of Certified Public Accountants
  - Member of Tax Practice Section
- Missouri Society of Certified Public Accountants
- Illinois Certified Public Accountants Society

**RESOLUTION NO. 24-003**

**A RESOLUTION OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2024 AND APPROVING A BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, THE MISSOURI DEPARTMENT OF REVENUE, AND THE OFFICE OF THE STATE AUDITOR OF MISSOURI IN COMPLIANCE WITH PROVISIONS WITHIN THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**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 Bogey Hills Plaza Community Improvement District (the "CID") was formed by Ordinance No. 19-173 (the "Ordinance") of the City of Saint Charles, Missouri (the "City") on September 3, 2019; and

**WHEREAS,** the Ordinance provided that the CID be established in accordance with the CID Act for the purpose of undertaking various CID project improvements identified in the Ordinance (the "Project") and by providing revenues to repay eligible Project costs; and

**WHEREAS,** Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

**WHEREAS,** Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.

**WHEREAS,** prior to the beginning of each fiscal year, the District shall submit to the City a proposed annual budget setting forth expected expenditures, revenues, for such fiscal year, as provided for in Section 67.1471 of the CID Act.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1. Amending the Budget of the District for the Year Ending December 31, 2024.** The budget of the District for the year ending December 31, 2024 is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 2. Approval of the Budget of the District for the Year Ending December 31, 2025.** The budget of the District for the year ending December 31, 2025 is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. If the District does not receive written comments from the City 30 days after submission of the proposed budget, the proposed budget shall become the final budget.

**Section 3. Transmittal of the Budget to the City, the Missouri Department of Revenue, and the Office of State Auditor of Missouri.** The District shall submit a copy of the proposed budget to the City, the Missouri Department of Revenue, and the Office of the State Auditor of Missouri.

**Section 4. Further Authority**. The District shall, and the officers and agents 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.

**Section 5. Severability**. 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 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 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 6. Governing Law**. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7. Effective Date**. This Resolution shall take effect and be in full force upon its adoption by the Board of Directors.

Passed this 9th day of October, 2024.

I, the undersigned, Chair of the Bogey Hills Plaza Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on October 9, 2024.

Bogey Hills Plaza Community Improvement District
State of Missouri

**BOGEY HILLS PLAZA**
**COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 9th day of October, 2024.

[redacted]

# BOGEY HILLS PLAZA
# COMMUNITY IMPROVEMENT DISTRICT

## PROPOSED BUDGET
## YEAR ENDING - DECEMBER 31, 2025

**- and -**

## AMENDED BUDGET
## YEAR ENDING - DECEMBER 31, 2024

# BUDGET MESSAGE

Pursuant to the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Bogey Hills Plaza Community Improvement District (the "District") was formed by Ordinance No. 19-173 of the City of St. Charles, Missouri (the "City") passed September 4, 2019 (the "Ordinance"). The Ordinance provided that the District be established to support the development of the Project by providing revenues for CID project improvements, as described in the five-year plan attached to the Petition, and by providing revenues to repay any obligations issued in relation to the Project.

On September 6, 2019, in accordance with the CID Act and the Petition, the Board of Directors of the District authorized the District to impose a one percent (1%) (the "CID Sales Tax") upon approval by the qualified voters of the District, on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities. The qualified voters of the District approved the CID Sales Tax at a mail-in election held on September 6, 2019, pursuant to Section 67.1545.1 of the CID Act.

For the year ending December 31, 2023, the District began the year with a fund balance of $165,515. The District received CID Sales Tax revenues in the amount of $630,646. The District incurred operational costs and loan principal and interest expenses of in the amount of $621,456. The District's year end fund balance was $174,706. The outstanding balance on the District's bank loan was $3,899,299.26.

For the year ending December 31, 2024, the District anticipates began the year with a fund balance of $174,706. The District anticipates receiving CID Sales Tax revenues totaling approximately $650,000. The District anticipates incurring operational costs and loan principal and interest expenses of approximately $650,000. The District's year end fund balance is anticipated to be approximately $174,706. The outstanding balance on the CID loan is anticipated to be approximately $3,368,238.26.

For the year ending December 31, 2025, the District anticipates beginning the year with a fund balance of approximately $174,706. The District anticipates receiving CID Sales Tax revenues totaling approximately $650,000. The District anticipates incurring operational costs and loan principal and interest expenses of approximately $650,000. The District's year end fund balance is anticipated to be approximately $174,706. The outstanding balance on the CID loan is anticipated to be approximately $2,827,247.26.

# Bogey Hills CID
# Proposed Budget
# Jan 1- December 31, 2025

| | Proposed Budget |
|---|---|
| Ordinary Income/Expense | |
| Income | |
| CID Sales Tax | 650,000.00 |
| Total Income | 650,000.00 |
| Expense | |
| Loan Expense | |
| Interest | 90,000.00 |
| Principal | 540,991.00 |
| Total Loan Expense | 630,991.00 |
| Operating Fund Expenses | |
| Administration Fee | 6,000.00 |
| Audit | 2,700.00 |
| Insurance | 1,559.00 |
| Legal | 8,650.00 |
| Total Operating Fund Expenses | 18,909.00 |
| Service Charge | 100.00 |
| Total Expense | 650,000.00 |
| Net Ordinary Income | 0.00 |
| Net Income | 0.00 |

| | |
|---|---|
| Beginning Balance | $ 174,705.87 |
| Ending Balance | $ 174,705.87 |

| Debt Outstanding | 1/1/2025 | Issued | Retired | 12/31/2025 |
|---|---|---|---|---|
| First Bank Loan | $ 3,368,238.26 | $ - | $ (540,991.00) | $ 2,827,247.26 |
| Total | $ 3,368,238.26 | $ - | $ (540,991.00) | $ 2,827,247.26 |

# Bogey Hills CID
# Amended Budget
# Jan 1- December 31, 2024

| | Actual January - July 2024 | Amended Budget | Original Budget |
|---|---|---|---|
| Ordinary Income/Expense | | | |
| Income | | | |
| CID Sales Tax | 383,081.86 | 650,000.00 | 600,000.00 |
| Total Income | 383,081.86 | 650,000.00 | 600,000.00 |
| Expense | | | |
| Loan Expense | | | |
| Interest | 66,385.78 | 100,000.00 | 110,000.00 |
| Principal | 332,392.98 | 530,991.00 | 490,000.00 |
| Total Loan Expense | 398,778.76 | 630,991.00 | 600,000.00 |
| Operating Fund Expenses | | | |
| Administration Fee | 3,000.00 | 6,000.00 | 6,000.00 |
| Audit | 2,700.00 | 2,700.00 | 2,700.00 |
| Insurance | 794.00 | 1,559.00 | 1,559.00 |
| Legal | 435.00 | 8,650.00 | 8,650.00 |
| Total Operating Fund Expenses | 6,929.00 | 18,909.00 | 18,909.00 |
| Service Charge | 0.00 | 100.00 | 100.00 |
| Total Expense | 405,707.76 | 650,000.00 | 619,009.00 |
| Net Ordinary Income | -22,625.90 | 0.00 | -19,009.00 |
| Net Income | **-22,625.90** | **0.00** | **-19,009.00** |

| | |
|---|---|
| Beginning Balance | $ 174,705.87 |
| Ending Balance | $ 174,705.87 |

| Debt Outstanding | 1/1/2024 | Issued | Retired | 12/31/2024 |
|---|---|---|---|---|
| First Bank Loan | $ 3,899,229.26 | $ - | $ (530,991.00) | $ 3,368,238.26 |
| Total | $ 3,899,229.26 | $ - | $ (530,991.00) | $ 3,368,238.26 |

**Bogey Hills Plaza Community Improvement District**

Statement of Revenues Collected and Expenditures Paid -
General Fund - Budget and Actual - Cash Basis
For the Year Ended December 31, 2023

| | Budgeted Amount Original | Budgeted Amount Final | Actual | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|
| **Revenues:** | | | | |
| CID sales tax revenues | $ 580,000 | $ 580,000 | $ 630,646 | $ 50,646 |
| **Total Revenues** | $ 580,000 | $ 580,000 | $ 630,646 | $ 50,646 |
| **Expenditures:** | | | | |
| Bank fees | $ 100 | $ 100 | $ - | $ 100 |
| Administrative expenses | 6,000 | 6,000 | 6,000 | - |
| Insurance expenses | 1,559 | 1,559 | 815 | 744 |
| Audit fees | 2,700 | 2,700 | 2,700 | - |
| Legal and professional fees | 8,650 | 8,650 | 4,938 | 3,712 |
| Interest expense | 90,000 | 120,000 | 137,750 | (17,750) |
| Loan principal repayment | 380,000 | 440,000 | 469,252 | (29,252) |
| **Total Expenditures** | $ 489,009 | $ 579,009 | $ 621,455 | $ (42,446) |
| **Net Change in Fund Balance** | $ 90,991 | $ 991 | $ 9,191 | $ 8,200 |
| **Fund Balance - at beginning of the year** | | 165,515 | 165,515 | |
| **Fund Balance - at end of the year** | | $ 166,506 | $ 174,706 | |

| | | |
|---|---|---|
| Balance at January 1, 2023 | $ | 4,368,481 |
| Loan issued | | - |
| Loan repaid | | (469,252) |
| Balance at December 31, 2023 | | 3,899,229 |

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 8 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Report Year Ending December 31, 2024 as Submitted by the Board of Directors of the Elm & 370 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 Year Ending December 31, 2024 for the Elm & 370 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Elm and 370
# Community Improvement District

Annual Report
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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5. District Boundary Map ..... 3
6. District Financials ..... 4

*Signatures on documents attached have been redacted for security purposes.*

## 1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

## 2. District Description

The Elm & 370 Community Improvement District (the "District") is comprised of an approximately 4.96 acre site located in the City of St. Charles (the "City"), St. Charles County, Missouri located near the northwest quadrant of the intersection of I-370 and North Elm Street.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | February 21, 2006 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 06-42 | |
| CID Sales Tax Effective Date: | January 1, 2007 | |
| Date Annual Budget Adopted: | December 12, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 N. Second Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| District Legal Counsel: | Lewis, Rice & Fingeresh<br>500 North Broadway, Suite 2000<br>St. Louis, Missouri 63102 | |
| Governing Board of Directors: | Chair | Robert Cissell |
| | Secretary | Duane Mueller |
| | Treasurer | Brad Fanta |
| | Director | Danny Wapelhorst |
| | Director | John Kastner |

## 3. Purpose

The District was formed in 2006 to help construct certain infrastructure improvements (i.e., transportation, utility, and similar public and capital improvements within the District. The District has completed the improvements, the costs of which are being repaid through collection of a one percent (1%) CID sales tax on retail sales.

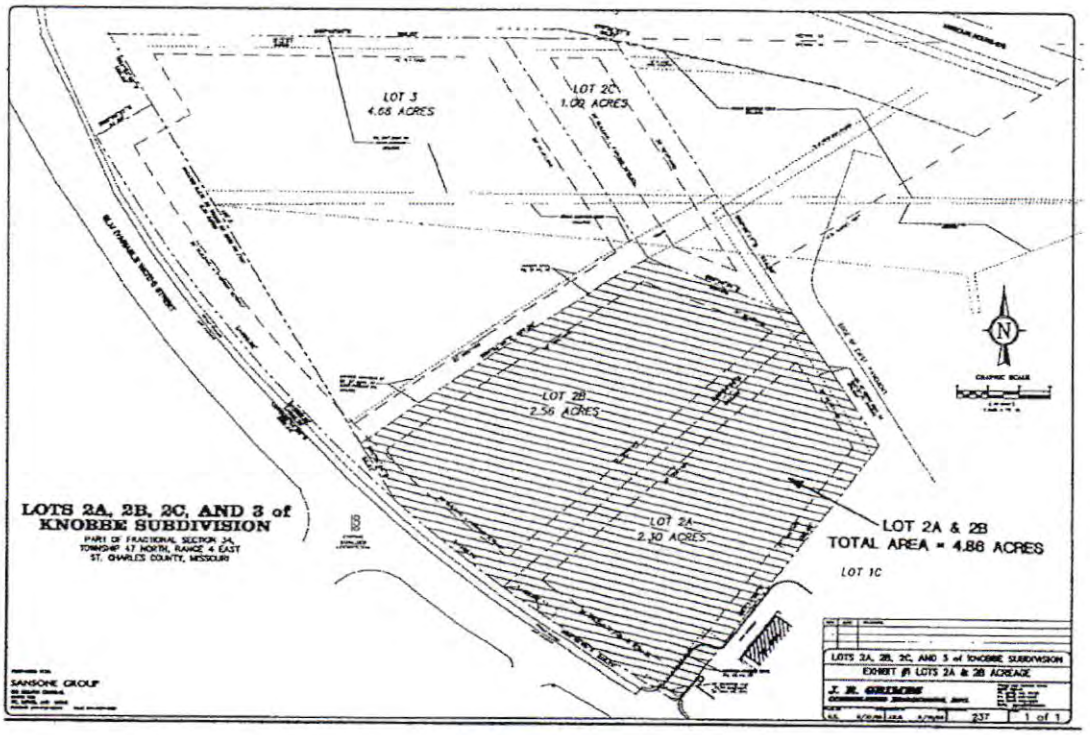
## 4. District Legal Description

Lots 2A and 2B of Knobbe subdivision, as per plat thereof recorded in Plat Book 35 Page 97 of the St. Charles County records, final survey and exact legal description to govern.

## 5. District Boundary Map

**EXHIBIT "A"**
**ELM & 370**
**COMMUNITY IMPROVEMENT DISTRICT**
**DISTRICT**
**LEGAL DESCRIPTION AND DISTRICT BOUNDARY MAP**

Lots 2A and 2B of Knobbe Subdivision, as per plat thereof recorded in Plat Book 35 Page 97 of the St. Charles County Records, final survey and exact legal description to govern.



## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances of the District.

**Attachments:**

- Financial Statement for the Year Ending December 31, 2024
- Resolutions adopted during budget year 2024:
    - **Resolution 24-001,** Amending 2024 budget and approving 2025 budget

**Elm & 370 Community Improvement District**

**Annual Report of Financial Transactions**

**For the Fiscal Year January 1, 2024 to December 31, 2024**

**A. Beginning Balance**

| | | |
|---|---|---|
| UMB Bank | | $ 227.32 |
| Operating Fund | | $ 1,053.52 |
| Debt Service Fund | | $ 45,104.63 |
| **Total** | | $ 46,385.47 |

**B. Summary of Receipts**

| | | |
|---|---|---|
| CID Sales Tax | $ 63,103.50 | |
| CID Use Tax | $ 45,442.04 | |
| Interest | $ 1,293.47 | |
| **Total Receipts** | | **$ 109,839.01** |

**C. Summary of Disbursements**

| | | |
|---|---|---|
| Bank Fees | $ (298.65) | |
| Debt Service Payment- Principal | $ (81,076.86) | |
| Debt Service Payment- Interest | $ (20,307.63) | |
| District Administrative Costs | $ (4,000.00) | |
| Total Disbursements | | $ (105,683.14) |

**D. Ending Balance** **$ 50,541.34**

**E. Summary of Ending Balance by Depository**

| | |
|---|---|
| UMB Bank | $ 225.21 |
| Operating Fund | $ 1,103.84 |
| Debt Service Fund | $ 49,212.29 |
| **Total** | **$ 50,541.34** |

**F. Statement of Indebtedness**

| | Outstanding on 01/01/2024 | Issued During 2024 | Retired During 2024 | Outstanding on 12/31/2024 |
|---|---|---|---|---|
| Note Indebtedness | $ 611,416.50 | | $ (81,076.86) | $ 530,339.64 |

**G. Statement of Assessed Valuation and Tax Rates**

The Elm & 370 Community Improvement District does not calculate assessed valuation since it does not impose a property tax or special assessment. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

**RESOLUTION NO. 24-001**

**A RESOLUTION OF THE ELM & 370 COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2024; APPROVING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, THE MISSOURI DEPARTMENT OF REVENUE, AND THE OFFICE OF THE STATE AUDITOR OF MISSOURI IN ACCORDANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** the Elm & 370 Community Improvement District (the "District") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"); and

**WHEREAS,** Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

**WHEREAS,** Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.

**WHEREAS,** Section 67.1471 of the CID Act requires that the District shall submit the proposed annual budget to the City Council of the City of St. Charles, Missouri.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELM & 370 COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Amending of the Budget of the District for the Year Ending December 31, 2024.** The budget of the District for the year ending December 31, 2024 is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 2. Approval of a preliminary budget of the District for Year Ending December 31, 2025.** The preliminary budget of the District for the year ending December 31, 2025, is hereby approved as set forth on Exhibit A, attached hereto and incorporated herein by reference. The Board of Directors authorizes the District Administrator to amend the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

**Section 3. District to Forward Budget to City of St. Charles, Missouri.** The District shall send a copy of the budget to the City of St. Charles, Missouri for review and comment.

**Section 4. District Officers to Execute Resolution.** The Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to the Resolution.

**Section 5. Further Authority.** All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, 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.

**Section 6. Severability.** 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 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 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 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 12th day of December, 2024.

I, the undersigned, Chair of the Elm & 370 Community Improvement District, hereby certify that the foregoing Resolutions were duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 12, 2024.

Elm/370 Community Improvement District
State of Missouri

**ELM & 370** [redacted]**RICT**

WITNESS my hand and official seal this 12th day of December, 2024.

ATTEST: [redacted]

EXHIBIT A

# ELM & 370
# COMMUNITY IMPROVEMENT DISTRICT

## ANNUAL BUDGET
## YEAR ENDING - DECEMBER 31, 2025

## AND

## AMENDED BUDGET
## YEAR ENDING - DECEMBER 31, 2024

## BUDGET MESSAGE

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 Elm & 370 Community Improvement District (the "District") was formed by Ordinance No. 06-42 of the City of St. Charles, Missouri (the "City") passed on February 21, 2006, (the "Ordinance"). The District is a political subdivision of the State of Missouri

On September 22, 2006, the District approved Resolution No. 2006-004, authorizing a mail-in election to be conducted to impose a CID Sales Tax at a rate of one percent (1%) for the purpose of financing certain community improvements and the costs of formation and operation of the District, which CID Sales Tax became effective following the adoption of the CID Sales Tax by the qualified voters of the District at an election held in accordance with Section 67.1541.1 of the CID Act.

In 2007, the District issued its Community Improvement Taxable Sales Tax Revenue Note (the "CID Note") to finance the Project. The CID Note was issued in a principal amount of $815,222.00.

In 2023, the District began the year with a fund balance of $37,222. The District received CID sales tax revenues in the amount of $91,506. The District incurred expenditures in the amount of $82,342, consisting of interest payments on the CID Note and operating expenses of the District. The year-end fund balance was $46,385. The District lacked adequate funds to may any principal reductions on the CID Note.

In 2024, the District anticipates CID sales tax revenues of approximately $111,550. The District further anticipates expenditures of approximately $111,550, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance is anticipated to be approximately $46,385. The District does not anticipate a reduction in principal on the CID Note.

In 2025, the District anticipates CID sales tax revenues of approximately $111,050. The District further anticipates expenditures of approximately $111,050, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance is anticipated to be approximately $46,385. The District does not anticipate a reduction in principal on the CID Note.

# Elm & 370 Community Improvement District
## Proposed Budget
## Year Ending December 31, 2025

| | Proposed Budget |
|---|---|
| Ordinary Income/Expense | |
| Income | |
| CID Income | |
| Sales Tax Revenue | 110,000.00 |
| Total CID Income | 110,000.00 |
| Trustee Income | |
| Debt Service | |
| Interest | 1,000.00 |
| Total Debt Service | 1,000.00 |
| Operating Fund | |
| Interest | 50.00 |
| Total Operating Fund | 50.00 |
| Total Trustee Income | 1,050.00 |
| Total Income | 111,050.00 |
| Expense | |
| CID Expenses | |
| Bank Fees | 275.00 |
| Total CID Expenses | 275.00 |
| Trustee Expenses | |
| Debt Service | |
| Interest Payment | 35,000.00 |
| Principal Payment | 70,775.00 |
| Total Debt Service | 105,775.00 |
| Operating Fund | |
| Administration | 4,000.00 |
| Insurance | 0.00 |
| Legal | 600.00 |
| Trustee | 400.00 |
| Total Operating Fund | 5,000.00 |
| Total Trustee Expenses | 110,775.00 |
| Total Expense | 111,050.00 |
| Net Ordinary Income | 0.00 |
| Other Income/Expense | |
| Other Income | |
| Tranfer In | |
| To Debt Serv From Sales Tax | 110,000.00 |
| To Operating From Debt Service | 4,000.00 |
| Total Tranfer In | 114,000.00 |
| Total Other Income | 114,000.00 |
| Other Expense | |
| Transfer Out | |
| From Debt Service to Operating | 4,000.00 |
| From Sales Tax to Debt Service | 110,000.00 |
| Total Transfer Out | 114,000.00 |
| Total Other Expense | 114,000.00 |
| Net Other Income | 0.00 |
| Net Income | **0.00** |

| | |
|---|---|
| Beginning Balance | $ 46,385.47 |
| Ending Balance | $ 46,385.47 |

| Debt Outstanding | 1/1/2025 | Issued | Retired | 12/31/2025 |
|---|---|---|---|---|
| Series 2007 Revenue Note | $ 525,449.13 | $ - | $ (70,775.00) | $ 454,674.13 |

# Elm & 370 Community Improvement District
## Amended Budget
## Year Ending December 31, 2024

| | Actual January - November 2024 | Amended Budget | Original Budget |
|---|---|---|---|
| Ordinary Income/Expense | | | |
| Income | | | |
| CID Income | | | |
| Sales Tax Revenue | 101,945.23 | 110,000.00 | 86,000.00 |
| Total CID Income | 101,945.23 | 110,000.00 | 86,000.00 |
| Trustee Income | | | |
| Debt Service | | | |
| Interest | 1,115.05 | 1,500.00 | 500.00 |
| Total Debt Service | 1,115.05 | 1,500.00 | 500.00 |
| Operating Fund | | | |
| Interest | 46.61 | 50.00 | 50.00 |
| Total Operating Fund | 46.61 | 50.00 | 50.00 |
| Total Trustee Income | 1,161.66 | 1,550.00 | 550.00 |
| Total Income | 103,106.89 | 111,550.00 | 86,550.00 |
| Expense | | | |
| CID Expenses | | | |
| Bank Fees | 273.82 | 275.00 | 275.00 |
| Total CID Expenses | 273.82 | 275.00 | 275.00 |
| Trustee Expenses | | | |
| Debt Service | | | |
| Interest Payment | 20,307.63 | 20,307.63 | 81,000.00 |
| Principal Payment | 81,076.86 | 85,967.37 | 81,000.00 |
| Total Debt Service | 101,384.49 | 106,275.00 | 162,000.00 |
| Operating Fund | | | |
| Administration | 4,000.00 | 4,000.00 | 4,000.00 |
| Insurance | 0.00 | 0.00 | 0.00 |
| Legal | 0.00 | 600.00 | 600.00 |
| Trustee | 0.00 | 400.00 | 400.00 |
| Total Operating Fund | 4,000.00 | 5,000.00 | 5,000.00 |
| Total Trustee Expenses | 105,384.49 | 111,275.00 | 167,000.00 |
| Total Expense | 105,658.31 | 111,550.00 | 167,275.00 |
| Net Ordinary Income | -2,551.42 | 0.00 | -80,725.00 |
| Other Income/Expense | | | |
| Other Income | | | |
| Tranfer In | | | |
| To Debt Serv From Sales Tax | 101,673.00 | 110,000.00 | 86,000.00 |
| To Operating From Debt Service | 4,000.00 | 4,000.00 | 4,000.00 |
| Total Tranfer In | 105,673.00 | 114,000.00 | 90,000.00 |
| Total Other Income | 105,673.00 | 114,000.00 | 90,000.00 |
| Other Expense | | | |
| Transfer Out | | | |
| From Debt Service to Operating | 4,000.00 | 4,000.00 | 4,000.00 |
| From Sales Tax to Debt Service | 101,673.00 | 110,000.00 | 86,000.00 |
| Total Transfer Out | 105,673.00 | 114,000.00 | 90,000.00 |
| Total Other Expense | 105,673.00 | 114,000.00 | 90,000.00 |
| Net Other Income | 0.00 | 0.00 | 0.00 |
| Net Income | **-2,551.42** | **0.00** | **-80,725.00** |

| | |
|---|---|
| Beginning Balance | $ 46,385.47 |
| Ending Balance | $ 46,385.47 |

| Debt Outstanding | 1/1/2024 | Issued | Retired | 12/31/2024 |
|---|---|---|---|---|
| Series 2007 Revenue Note | $ 611,416.50 | $ - | $ (85,967.37) | $ 525,449.13 |

# Elm & 370 Community Improvement District
## Budget to Actual
## Year Ending December 31, 2023

| | Actual | Amended Budget | Original Budget |
|---|---|---|---|
| Ordinary Income/Expense | | | |
| Income | | | |
| CID Income | | | |
| Sales Tax Revenue | 90,601.00 | 86,000.00 | 86,000.00 |
| Total CID Income | 90,601.00 | 86,000.00 | 86,000.00 |
| Trustee Income | | | |
| Debt Service | | | |
| Interest | 859.67 | 850.00 | 0.00 |
| Total Debt Service | 859.67 | 850.00 | 0.00 |
| Operating Fund | | | |
| Interest | 44.83 | 50.00 | 0.00 |
| Total Operating Fund | 44.83 | 50.00 | 0.00 |
| Total Trustee Income | 904.50 | 900.00 | 0.00 |
| Total Income | 91,505.50 | 86,900.00 | 86,000.00 |
| Expense | | | |
| CID Expenses | | | |
| Bank Fees | 298.84 | 275.00 | 275.00 |
| Total CID Expenses | 298.84 | 275.00 | 275.00 |
| Trustee Expenses | | | |
| Debt Service | | | |
| Interest Payment | 78,043.04 | 78,043.04 | 73,000.00 |
| Total Debt Service | 78,043.04 | 78,043.04 | 73,000.00 |
| Operating Fund | | | |
| Administration | 4,000.00 | 4,000.00 | 4,000.00 |
| Insurance | 0.00 | 0.00 | 0.00 |
| Legal | 0.00 | 600.00 | 600.00 |
| Trustee | 0.00 | 400.00 | 400.00 |
| Total Operating Fund | 4,000.00 | 5,000.00 | 5,000.00 |
| Total Trustee Expenses | 82,043.04 | 83,043.04 | 78,000.00 |
| Total Expense | 82,341.88 | 83,318.04 | 78,275.00 |
| Net Ordinary Income | 9,163.62 | 3,581.96 | 7,725.00 |
| Other Income/Expense | | | |
| Other Income | | | |
| Tranfer In | | | |
| To Debt Serv From Sales Tax | 90,300.00 | 83,000.00 | 47,932.00 |
| To Operating From Debt Service | 4,000.00 | 4,000.00 | 4,000.00 |
| To Operating from Sales Tax | 0.00 | 0.00 | 9,176.00 |
| Total Tranfer In | 94,300.00 | 87,000.00 | 61,108.00 |
| Total Other Income | 94,300.00 | 87,000.00 | 61,108.00 |
| Other Expense | | | |
| Transfer Out | | | |
| From Debt Service to Operating | 4,000.00 | 4,000.00 | 4,000.00 |
| From Sales Tax to Debt Service | 90,300.00 | 83,000.00 | 57,108.00 |
| Total Transfer Out | 94,300.00 | 87,000.00 | 61,108.00 |
| Total Other Expense | 94,300.00 | 87,000.00 | 61,108.00 |
| Net Other Income | 0.00 | 0.00 | 0.00 |
| Net Income | **9,163.62** | **3,581.96** | **7,725.00** |

| | |
|---|---|
| Beginning Balance | $ 37,221.85 |
| Ending Balance | $ 46,385.47 |

| Debt Outstanding | 1/1/2023 | Issued | Retired | 12/31/2023 |
|---|---|---|---|---|
| Series 2007 Revenue Note | $ 815,222.00 | $ - | $ (203,805.50) | $ 611,416.50 |

*Notice of Partial Cancellation Dated 12/27/2023

**Elm & 370**
**Community Improvement District**
**Debt Service Tracking Schedule**
**Sansone Shoppes at Mallard Pointe, LLC**

**Rate** 7.000%

| Balance | Beginning | Ending | Days | Interest | Interest Paid | Principal Reduction | Total Payment Amount | Unpaid Interest | Description |
|---|---|---|---|---|---|---|---|---|---|
| $ 815,222.00 | 4/1/2007 | 7/1/2007 | 90 | $ 14,266.39 | $ - | $ - | $ - | $ 14,266.39 | |
| $ 815,222.00 | 7/1/2007 | 1/1/2008 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 42,799.16 | |
| $ 815,222.00 | 1/1/2008 | 7/1/2008 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 71,331.93 | |
| $ 815,222.00 | 7/1/2008 | 1/1/2009 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 99,864.70 | |
| $ 815,222.00 | 1/1/2009 | 7/1/2009 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 128,397.47 | |
| $ 815,222.00 | 7/1/2009 | 1/1/2010 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 156,930.24 | |
| $ 815,222.00 | 1/1/2010 | 7/1/2010 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 185,463.01 | |
| $ 815,222.00 | 7/1/2010 | 1/1/2011 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 213,995.78 | |
| $ 815,222.00 | 1/1/2011 | 7/1/2011 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 242,528.55 | |
| $ 815,222.00 | 7/1/2011 | 1/1/2012 | 180 | $ 28,532.77 | $ 19,277.07 | $ - | $ 19,277.07 | $ 251,784.25 | |
| $ 815,222.00 | 1/1/2012 | 7/1/2012 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 280,317.02 | |
| $ 815,222.00 | 7/1/2012 | 1/1/2013 | 180 | $ 28,532.77 | $ - | $ - | $ - | $ 308,849.79 | |
| $ 815,222.00 | 1/1/2013 | 7/1/2013 | 180 | $ 28,532.77 | $ 12,498.90 | $ - | $ 12,498.90 | $ 324,883.66 | |
| $ 815,222.00 | 7/1/2013 | 1/1/2014 | 180 | $ 28,532.77 | $ 3,231.02 | $ - | $ 3,231.02 | $ 350,185.41 | |
| $ 815,222.00 | 1/1/2014 | 7/1/2014 | 180 | $ 28,532.77 | $ 4,846.86 | $ - | $ 4,846.86 | $ 373,871.32 | |
| $ 815,222.00 | 7/1/2014 | 1/1/2015 | 180 | $ 28,532.77 | $ 4,853.73 | $ - | $ 4,853.73 | $ 397,550.36 | |
| $ 815,222.00 | 1/1/2015 | 7/1/2015 | 180 | $ 28,532.77 | $ 4,779.96 | $ - | $ 4,779.96 | $ 421,303.17 | |
| $ 815,222.00 | 7/1/2015 | 1/1/2016 | 180 | $ 28,532.77 | $ 7,030.49 | $ - | $ 7,030.49 | $ 442,805.45 | |
| $ 815,222.00 | 1/1/2016 | 7/1/2016 | 180 | $ 28,532.77 | $ 2,442.47 | $ - | $ 2,442.47 | $ 468,895.75 | |
| $ 815,222.00 | 7/1/2016 | 1/1/2017 | 180 | $ 28,532.77 | $ 6,554.57 | $ - | $ 6,554.57 | $ 490,873.95 | |
| $ 815,222.00 | 1/1/2017 | 7/1/2017 | 180 | $ 28,532.77 | $ 8,806.55 | $ - | $ 8,806.55 | $ 510,600.17 | |
| $ 815,222.00 | 7/1/2017 | 1/1/2018 | 180 | $ 28,532.77 | $ 8,805.12 | $ - | $ 8,805.12 | $ 530,327.82 | |
| $ 815,222.00 | 1/1/2018 | 7/1/2018 | 180 | $ 28,532.77 | $ 9,745.50 | $ - | $ 9,745.50 | $ 549,115.09 | |
| $ 815,222.00 | 7/1/2018 | 1/1/2019 | 180 | $ 28,532.77 | $ 9,982.01 | $ - | $ 9,982.01 | $ 567,665.85 | |
| $ 815,222.00 | 1/1/2019 | 7/1/2019 | 180 | $ 28,532.77 | $ 13,859.47 | $ - | $ 13,859.47 | $ 582,339.15 | |
| $ 815,222.00 | 7/1/2019 | 1/1/2020 | 180 | $ 28,532.77 | $ 16,258.87 | $ - | $ 16,258.87 | $ 594,613.05 | |
| $ 815,222.00 | 1/1/2020 | 7/1/2020 | 180 | $ 28,532.77 | $ 25,143.34 | $ - | $ 25,143.34 | $ 598,002.48 | |
| $ 815,222.00 | 7/1/2020 | 1/1/2021 | 180 | $ 28,532.77 | $ 24,273.14 | $ - | $ 24,273.14 | $ 602,262.11 | |
| $ 815,222.00 | 1/1/2021 | 7/1/2021 | 180 | $ 28,532.77 | $ 18,575.30 | $ - | $ 18,575.30 | $ 612,219.58 | |
| $ 815,222.00 | 7/1/2021 | 1/1/2022 | 180 | $ 28,532.77 | $ 29,340.00 | $ - | $ 29,340.00 | $ 611,412.35 | |
| $ 815,222.00 | 1/1/2022 | 7/1/2022 | 180 | $ 28,532.77 | $ 43,378.31 | $ - | $ 43,378.31 | $ 596,566.81 | |
| $ 815,222.00 | 7/1/2022 | 1/1/2023 | 180 | $ 28,532.77 | $ 36,076.57 | $ - | $ 36,076.57 | $ 589,023.01 | |
| $ 815,222.00 | 1/1/2023 | 7/1/2023 | 180 | $ 28,532.77 | $ 41,966.47 | $ - | $ 41,966.47 | $ 575,589.31 | |
| $ 815,222.00 | 7/1/2023 | 12/27/2023 | 176 | $ 27,898.71 | $ 603,488.01 | $ 203,805.50 | $ 807,293.51 | $ 0.00 | Partial note cancellation & write off of all unpaid accrued interest |
| $ 611,416.50 | 12/27/2023 | 1/1/2024 | 4 | $ 475.55 | $ 475.55 | $ 44,785.72 | $ 45,261.27 | $ 0.00 | |
| $ 566,630.78 | 1/1/2024 | 7/1/2024 | 180 | $ 19,832.08 | $ 19,832.08 | $ 36,291.14 | $ 56,123.22 | $ 0.00 | |

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

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

**Description:**
Receipt of the Annual Budget Year Ending December 31, 2024 as Submitted by the Board of Directors of the 1st Capitol Drive 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 Budget Year Ending December 31, 2024 for the 1st Capitol Drive 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# 1st Capitol Drive
# Community Improvement District

## Annual Report for
## Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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*Signatures on documents attached have been redacted for security purposes.*

## 1. Overview

This Annual Report is submitted to City of St. Charles, Missouri (the "City") and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

## 2. District Description

The 1st Capitol Drive Community Improvement District (the "District"), is an approximately 1.17-acre site located at the corner of First Capitol Drive and South 4th Street in the City, St. Charles County, Missouri and includes a mixed-use, new urbanism style development, with retail, restaurant, office, entertainment, and residential components.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | January 4, 2022 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 22-005 | |
| Date Annual Budget Adopted: | September 25, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 North 2nd Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368 | |
| District Legal Counsel: | Amundsen Davis<br>120 S. Central Ave., Suite 700<br>St. Louis, MO 63105 | |
| Governing Board of Directors: | Chair | Ernie Dempsey |
| | Secretary/Treasurer | Mary Dempsey |
| | Assistant Secretary | Jack Dempsey |
| | Director | Tom Dempsey |
| | Director | Anna Lersch |

## 3. District Purpose

The District improvements include; The improvements comprising the District Project will include, without limitation, construction, demolition, removal and replacement, 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, and improvements to storefronts and building facades, walls, parking lots, 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, water mains and appurtenances, sanitary sewer mains, manholes, and appurtenances, storm sewer lines, area inlets, outfall structures, and other utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

The costs of the improvements comprising the District Project shall include all "hard" and "soft" costs associated with construction of these improvements, including, without limitation, third party consents; environmental engineering and abatement; surveying, title services, legal, architectural, engineers' and other professional fees; construction cost financing, placement fees and interest; builder's risk insurance, design, engineering, development, project management, architect and contractor fees; other professional costs, including legal and accounting; permits and inspections fees; and temporary construction licenses and business interruption payments necessary to facilitate the timing and extent of construction activities.

## 4. District Legal Description

**Parcel 1 and 2:**

A TRACT OF LAND BEING PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID CITY BLOCK 130, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (42.08 FEET WIDE) WITH THE WEST RIGHT OF WAY LINE FOURTH STREET (38.50 FEET WIDE), SAID POINT ALSO BEING 16.04 FEET SOUTH OF THE ORIGINAL CENTERLINE OF FIRST CAPITOL DRIVE, FORMERLY KNOWN AS CLAY STREET; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF FOURTH STREET (38.50 FEET WIDE); SOUTH 21 DEGREES 49 MINUTES 19 SECONDS WEST 195.89 FEET TO THE NORTH LINE OF ADJUSTED PARCEL B OF "TWO TRACTS OF LAND BEING PART OF CITY BLOCK 130", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 34 PAGE 91 OF THE ST. CHARLES COUNTY RECORDS; THENCE WESTWARDLY ALONG SAID NORTH LINE OF ADJUSTED PARCEL B, ALONG THE NORTH LINE OF ADJUSTED PARCEL A OF SAID "TWO TRACTS OF LAND BEING PART OF CITY BLOCK 130", AND ALONG THEE DIRECT WESTWARDLY PROLONGATION THEREOF, NORTH 68 DEGREES 05 MINUTES 59 SECONDS WEST 140.50 FEET TO A POINT IN THE WEST LINE OF PROPERTY CONVEYED TO THE ERNEST W. DEMPSEY LIVING TRUST, DATED OCTOBER 9, 2000 ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 6321 PAGE 571 OF SAID RECORDS AS PARCEL 1; THENCE NORTHWARDLY ALONG SAID WEST LINE OF PARCEL 1 OF THE DEMPSEY LIVING TRUST PROPERTY, NORTH 21 DEGREES 49 MINUTES 19 SECONDS EAST 195.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (42.08 FEET WIDE), SAID POINT BEING 16.04 FEET SOUTH OF THE ORIGINAL CENTERLINE OF FIRST CAPITOL DRIVE, FORMERLY KNOWN AS CLAY STREET; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (42.08 FEET WIDE), SOUTH 68 DEGREES 10 MINUTES 45 SECONDS EAST 140.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 27,508 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JANUARY 2019.

**Parcel 3:**

A LOT OF GROUND, PART OF BLOCK NUMBERED EIGHTY-SEVEN (87) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY (30) FEET, MORE OR LESS, ON THE EAST SIDE OF FOURTH STREET AND EXTENDING EASTWARDLY, WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET ONE HUNDRED AND FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF FOURTH STREET, WHICH POINT IS DISTANT SOUTHWARDLY ONE HUNDER AND THIRTY-EIGHT (138) FEET, MORE OR LESS, FROM THE SOUTH LINE OF CLAY STREET AND WHICH SAID BEGINNING POINT IS ALSO TWO HUNDRED AND SIX (206) FEET, MORE OR LESS, FROM THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY PARALLEL WITH THE SOUTHERN LINE OF CLAY STREET, ONE HUNDRED AND FIFTY (15) FEET; THENCE SOUTHWARDLY PARALLEL WITH THE EAST LINE OF FOURTH STREET THIRTY (30) FEET; THENCE WESTWARDLY AND PARALLEL WITH SAID SOUTHERN LINE OF CLAY STREET, ONE HUNDRED AND FIFTY (15) FEET TO THE EAST LINE OF FOURTHER STREET; THENCE NORTHWARDLY AND ALONG THE EAST LINE OF FOURTH STREET THIRTY (3) FEET TO THE PLACE OF BEGINNING.

EASEMENT FOR PRIVATE ALLEY 10 FEET WIDE EXTENDING FROM SOUTH SIDE OF CLAY STREET SOUTHWARDLY WITH EVEN WIDTH TO THE NORTH LINE OF THE ABOVE DESCRIBED PREMISES, ACCODING TO INSTRUMENT RECORDED IN BOOK 140, PAGE 497 AND AS RECITED IN INSTRUMENT RECORDED 1 BOOK 296, PAGE 164 OF THE ST. CHARLES COUNTY RECORDS.

**Parcel 4:**

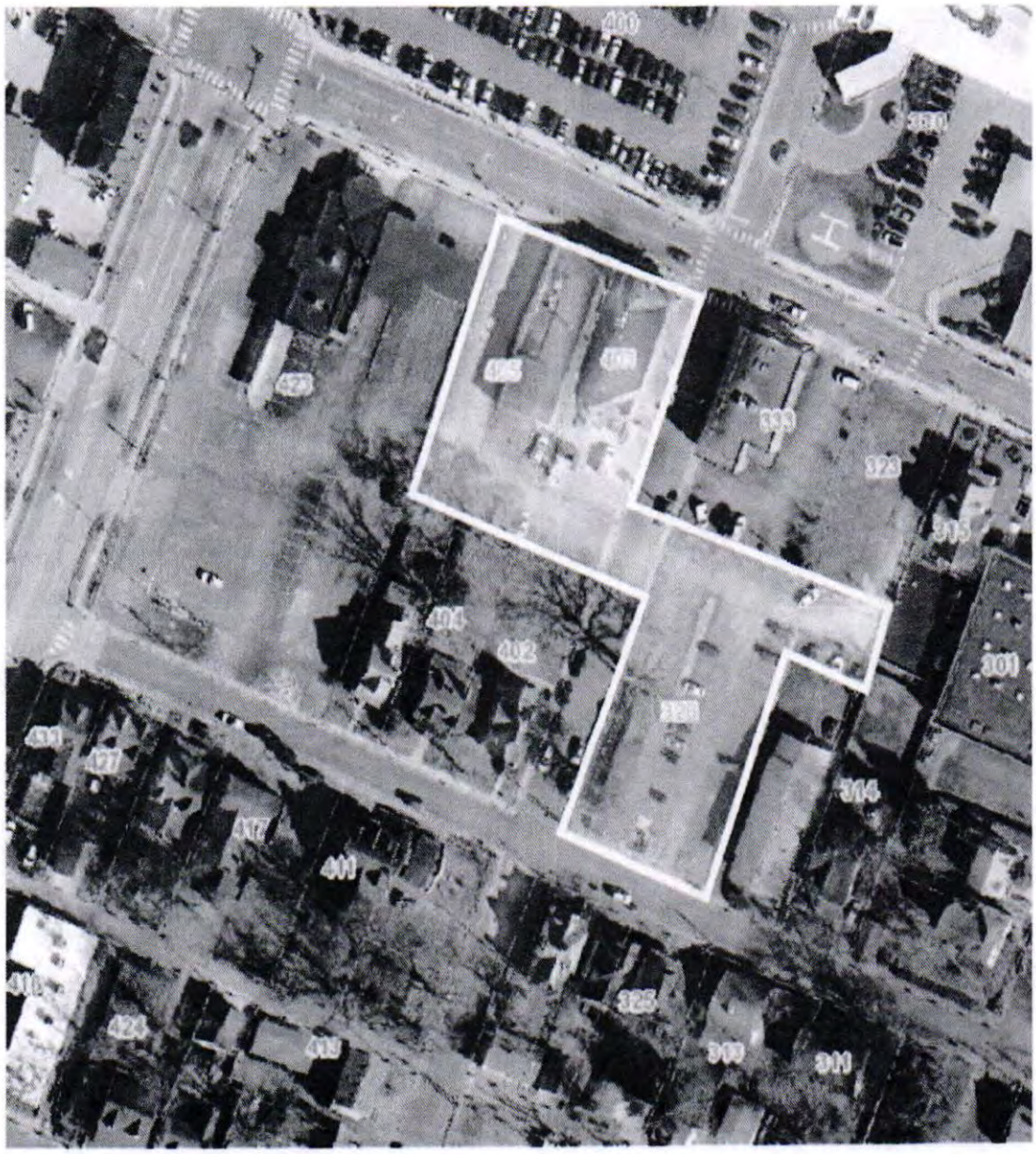
"FIRST: A LOT IN CITY BLOCK NO 87 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 54 FEET ON THE NORTHERN LINE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH ALONG THE EASTERN SIDE OF FOURTH STREET 174 FEET TO THE SOUTHERN LINE OF A LOT NOW OR FORMERLY OWNED BY SHATRO, BEING THE LOTS CONVEYED TO HARLAND H. BROSS AND WIFE BY DEEDS RETORTED IN BOOK 264 PAGE 233 AND BOOK 466 PAGE 692 IN THE ST. CHARLES COUNTY RECORDER'S OFFICE.

SECOND: A LOT IN CITY BLOCK NO. 87 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 53 FEET, MORE OR LESS, ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FOURTH STREET 173 FEET; BOUNDED ON THE SOUTH BY JACKSON STREET, ON THE WEST BY LOT NOW OR FORMERLY OWNED BY GERMAN METHODIST CHURCH ON THE NORTH BY LOT NOW OR FORMERLY OWNED BY SHATRO AND ON THE EAST BY LOT NOW OR FORMERLY OF HALLEMEIER."

## 5. District Boundary Map

**EXHIBIT B**

BOUNDARY MAP



## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

## Attachments:

- Financial Statement for the year ending December 31, 2024

# 1st Capitol Drive Community Improvement District
## Annual Report of Financial Transactions
## For the Period January 1, 2024 to December 31, 2024

| | | | |
|---|---|---|---|
| **A.** | **Beginning Balance** | | **$11,182.34** |
| **B.** | **Summary of Receipts** | | |
| | CID Sales Tax | $14,871.54 | |
| | Interest | $166.30 | |
| | **Total Receipts** | | **$15,037.84** |
| **C.** | **Summary of Disbursements** | | |
| | Administration Expenses | | |
| | Administration Fees | ($4,000.00) | |
| | Bank Fees | $0.00 | |
| | Legal Fees | $0.00 | |
| | **Total Disbursements** | | ($4,000.00) |
| **D.** | **Ending Balance** | | **$22,220.18** |
| **E.** | **Summary of Ending Balance by Depository** | | |
| | Enterprise Bank | | |
| | | | **$ 22,220.18** |

**F. Statement of Indebtedness**

| Outstanding on 01/01/2024 | Issued During FY 2024 | Retired During FY 2024 | Outstanding on 12/31/2024 |
|---|---|---|---|
| $ - | $ - | $ - | $ - |

**G. Statement of Assessed Valuation and Tax Rates**

The 1st Capitol Drive Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

The remainder of this page has been left blank intentionally.

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

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

**Description:**
Receipt of the Annual Report for Fiscal Year Ending December 31, 2024 as Submitted by the Board of Directors of the South Fifth Street Community Improvement District ("CID")

**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 Budget Year Ending December 31, 2024 for the South Fifth Street 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# South Fifth Street
# Community Improvement District

Annual Report
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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*Signatures on any documents have been redacted for security purposes.*

## 1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

## 2. District Description

South Fifth Street Community Improvement District (the "District") is comprised of an approximately 5.01 acre site located in the City of St. Charles (the "City"), St. Charles County, Missouri located north of Interstate 70, West of South Main Street and South of Ameristar Boulevard.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | September 3, 2020 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 20-126 | |
| CID Sales Tax Effective Date: | October 1, 2022 | |
| CID Special Assessment: | Reso. 23-002 established Special Assessment on CID boundary – see detail below. | |
| Date Annual Budget Adopted: | September 24, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 N. Second Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| District Legal Counsel: | | |
| Governing Board of Directors: | Chair | Sheri Steffens |
| | Vice Chair | Stacey Fish |
| | Treasurer | Dylan Steffens |
| | Director | Randall Fish |
| | Director | John Voss |

## 3. Purpose

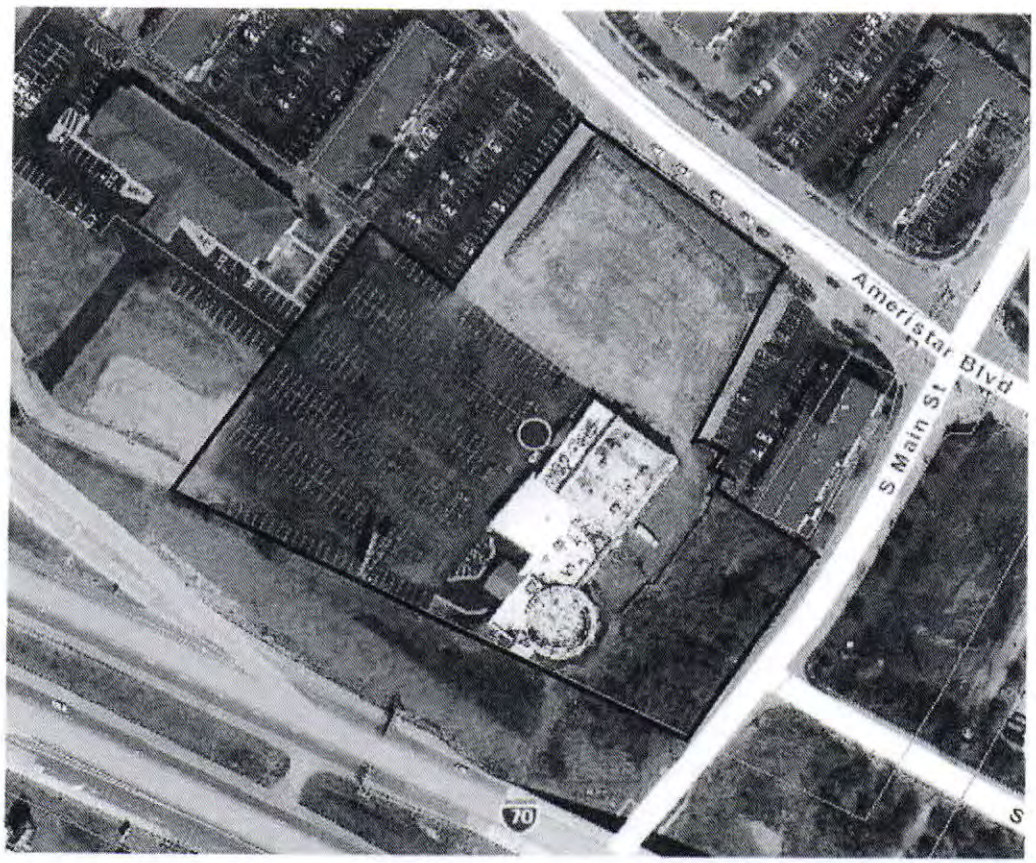
The District was established in 2020 to address improvements to assist with area redevelopment through the construction, reconstruction, installation, repair and maintenance of certain

improvements permitted by the CID Act including, but not necessarily limited to, landscaping, traffic or parking improvements, sidewalks, utilities, and lighting and
to acquire real property within the boundaries of the District for such purposes; remedy the blight conditions including, but not limited to, property acquisition, reconstruction, repair, maintenance, demolition, removal, rehabilitation, renovation and equipping of the existing buildings and structures located within the District and to contract with any private property owner for the purposes of same; promotion of business activity, development and retention, and the recruitment of businesses, for the purpose of supporting business activity and economic development; and providing maintenance and security within the District, employing and/or contracting for personnel and services necessary to carry out the purposes of the District and advertising and providing assistance to attract further investment within the District; and the construction of certain public improvements including: (i) street and roadway improvements within the District; (ii) parking lot; (iii) accompanying site preparation, grading, demolition, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, storm water facilities, utilities, signing, striping, lighting, landscaping, irrigation and other similar related improvements.

## 4. District Legal Description

Lot A of Three Flags Subdivision, a Subdivision according to the plat thereof recorded in Plat Book 36 page 17 of the St. Charles County Records.

## 5. District Boundary Map




## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

**Attachments:**

- Resolutions adopted during 2024 budget year:
  - **Resolution 24-001,** Conflict of Interest
  - **Resolution 24-002,** Approving Certificate of Reimbursable Project Costs
  - **Resolution 24-003,** Amending 2024 Budget and Approving 2025 Budget
- Financial Statement for the Year Ending December 31, 2024

## South 5th Street Community Improvement District
## Annual Report of Financial Transactions
## For the Fiscal Year January 1, 2024 to December 31, 2024

| | | | |
|---|---|---|---|
| **A. Beginning Balance** | | | **$ 471.18** |
| **B. Summary of Receipts** | | | |
| CID Sales Tax | $ 56,014.58 | | |
| Room Tax | $ 148,574.00 | | |
| Interest Earnings | $ 682.56 | | |
| **Total Receipts** | | | **$ 205,271.14** |
| **C. Summary of Disbursements** | | | |
| Banking Fees | $ - | | |
| Project Cost Reimbursement | $ (126,063.00) | | |
| District Administration | $ (7,509.75) | | |
| Total Disbursements | | | $ (133,572.75) |
| **D. Ending Balance** | | | **$ 72,169.57** |
| **E. Summary of Ending Balance by Depository** | | | |
| | | | **$ 72,169.57** |

| **F. Statement of Indebtedness** | **Outstanding on 01/01/2024** | **Issued During FY 2024** | **Retired During FY 2024** | **Outstanding on 12/31/2024** |
|---|---|---|---|---|
| Certificate of Reimbursement | $ 22,113.00 | $ 103,950.00 | $ (126,063.00) | $ - |

**G. Statement of Assessed Valuation and Tax Rates**

The South 5th Street Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB 77 Rule: The District has not entered into any property tax abatement agreements during the fiscal year. *The District's room assessment is separately reported.

**RESOLUTION NO. 24-001**

**A RESOLUTION OF THE SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN DISTRICT OFFICIALS AND OFFICERS; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of Revised Statutes of Missouri, as amended (the ***"CID Act"***), the South Fifth Street Community Improvement District (the ***"District"***), was formed by Ordinance No. 20-126 of the City of St. Charles, Missouri passed and approved on September 1, 2020 (the ***"Ordinance"***), for the purpose of undertaking certain improvements within the boundaries of the District (the ***"CID Project"***); and

**WHEREAS**, pursuant to the Ordinance, the District is authorized to impose a community improvement district sales and use tax (the ***"CID Sales Tax"***) at a rate of one percent (1.0%) on all retail sales located within the boundaries of the District for the purpose of funding the CID Project; and

**WHEREAS**, on December 21, 2021, in accordance with the CID Act, the Board of Directors of the District approved Resolution No. 21-012 authorizing the District to impose the CID Sales Tax, which CID Sales Tax will become effective on October 1, 2022; and

**WHEREAS**, the District is a political subdivision of the State of Missouri and reasonably anticipates that, for the fiscal year ending December 31, 2023, and each subsequent fiscal year, its annual operating budget may be in excess of one million dollars; and

**WHEREAS**, the Board of Directors of the District desires to provide a procedure to disclose potential conflicts of interest and substantial interests for certain of its officials and officers in order to comply with the requirements of state law regarding such disclosure.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Declaration of Policy**. The proper operation of a political subdivision requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public officials and employees not use public office for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the District.

**Section 2. Conflicts of Interests**. The Chair or any member of the District's Board of Directors who has a substantial personal or private interest, as defined by state law, in any resolution shall disclose on the records of the District's Board of Directors the nature of his or her interest and shall abstain from voting on any matters relating to this interest.

**Section 3. Disclosure Reports**. Each person designated as a signatory on the CID Sales Tax Account – South Fifth Street Community Improvement District, maintained by Enterprise Bank & Trust, shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of $500, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of $500, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

**Section 4. Filing of Reports.** The reports, in the form set forth as **Exhibit A**, attached hereto and incorporated herein by reference, shall be filed with the District's Secretary and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Section 5. When Filed.** The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

a. Each person appointed to office shall file the statement within 30 days of such appointment or employment; and

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided, that any member of the Board of Directors may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

**Section 6. Filing of Resolution.** The Assistant Secretary shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

**Section 7. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 8. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with or contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the officials, officers, representatives, 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.

**Section 9. Severability.** 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 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 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 10. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 11. Effective Date.** This Resolution shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the District's Board of Directors.

*(The remainder of this page is left intentionally blank.)*

Passed this 24th day of September, 2024.

I, the undersigned, Chair of the South Fifth Street Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 24, 2024.

South Fifth Street Community Improvement District
State of Missouri

SOUTH FIFTH STREET COMMUNITY

[redacted]

WITNESS my hand and official seal this 24th day of September, 2024.

[redacted]

**EXHIBIT A**

**FORM OF FINANCIAL DISCLOSURE STATEMENT FOR POLITICAL SUBDIVISIONS**

(Attached hereto.)

Missouri Ethics Commission (MEC)
PO Box 1370, Jefferson City MO 65102, Fax: 573-526-4506, pfdonline@mec.mo.gov

Office Use:

# Financial Disclosure Statement for Political Subdivisions

105.485(4), RSMo

## 1. Statement Information (select one)

Type: ☐ New ☐ Amended

## 2. Filing Status & Time Period Covered (select one & insert time period)

A. Filing Status

- ☐ **Annual Filer:** file from Jan 1 to Dec 31 of prior year (if no longer serving, enter the time period served), due by May 1
- ☐ **Newly Appointed/Employed:** file for calendar year before start date, due within 30 days
- ☐ **Incumbent Candidate:** file from Jan 1 of prior year to closing date for candidacy (may be longer than 12-month period), due within 14 days of closing date for candidacy
- ☐ **New Candidate:** file for the 12-month period before the closing date for candidacy, due within 14 days of closing date for candidacy

B. Time Period Covered: From ___/___/____ to ___/___/____ (mm/dd/yyyy)

## 3. Filer Information

Filer's name (First, Middle, Last)

Spouse's name (First, Middle, Last)

Mailing address

City, State, Zip

Dependent child's name* (First, Middle, Last)

Dependent child's name* (First, Middle, Last)

Political Subdivision or State Agency

Title (Position/Office Seeking)

☐ Check if spouse is filing separate from yourself (If your spouse is not required to file a PFD, this statement MUST disclose his/her information).

*Includes all children, stepchildren, foster children and wards under the age of eighteen residing in the person's household and who receive in excess of 50% of their support from the person.

## 4. Transaction Information

A. List the transactions, valued at more than $500, you, your spouse, or any relative within the first degree of blood or marriage had with the political subdivision listed above. *Do not include* compensation received as an employee, payment of taxes, fees or penalties or transfers for no consideration.

Date (mm/dd/yyyy) — Parties involved in transaction

Date (mm/dd/yyyy) — Parties involved in transaction

B. List the transactions for any business entity, in which you, your spouse, or dependent child(ren) held a substantial interest, that conducted business with the political subdivision listed above valued at more than $500. *Do not include* payments of taxes, fees or penalties due to the political subdivision or transactions involving payment for providing utility service to the political subdivision or transfers for no consideration. (NOTE: Substantial interest includes ownership of 10% of the business entity or interest valued at $10,000 or more, or from which a salary, gratuity or other compensation of $5,000 or more is paid per calendar year).

Date (mm/dd/yyyy) — Name of Business — Parties involved in transaction

Date (mm/dd/yyyy) — Name of Business — Parties involved in transaction

## 5. Signature (select one, sign & date)

- ☐ I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.
- ☐ I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate and that my spouse has refused or failed to provide information concerning his or her financial interest and that I have no working knowledge of such interests. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.

Filer's Signature (Required) — Date (mm/dd/yyyy)

NOTE: The following information is required from the **Chief Administrative Officer** and **Chief Purchasing Officer** *only*. Include information for filer, spouse and dependent child(ren).

6. **Employment**

List the name and address of each employer from whom you, your spouse, or dependent child(ren) received income of $1,000 or more during the time period covered by this statement.

| Employer Name | Employer Address/City/State/Zip | Person's name whom received income |
|---|---|---|
| Employer Name | Employer Address/City/State/Zip | Person's name whom received income |

7. **Sole Proprietorships**

List each sole proprietorship owned by you, your spouse or dependent child(ren) during the time period covered by this statement.

| Sole Proprietorship Name | Sole Proprietorship Address/City/State/Zip |
|---|---|
| Sole Proprietorship Name | Sole Proprietorship Address/City/State/Zip |

8. **General Partnerships, Joint Ventures**

List each general partnership and joint venture in which you, your spouse or dependent child(ren) were a partner or participant, and the names of partners or co-participants, unless such names and addresses are filed with the Secretary of State, during the time period covered by this statement.

| General Partnership or Joint Venture Name | Address/City/State/Zip | Nature of Business | Partner/Coparticipant's Name & Address | Party Involved |
|---|---|---|---|---|
| General Partnership or Joint Venture Name | Address/City/State/Zip | Nature of Business | Partner/Coparticipant's Name & Address | Party Involved |

9. **Stocks, Bond & Other holdings**

EXCEPTION: **Interest in any qualified plan or annuity pursuant to the Employees Retirement Income Security Act (ERISA) is not required to be listed.**

A. *Limited Partnerships, Closely-held Corporations:* List the name of any closely-held corporation/limited partnership in which you, your spouse, or dependent child(ren) own ten percent (10%) or more of any class of the outstanding stock or units during the time period covered by this statement.

| Limited Partnership/Closely-held Corporation Name | Address/City/State/Zip | Nature of business | Party Involved |
|---|---|---|---|
| Limited Partnership/Closely-held Corporation Name | Address/City/State/Zip | Nature of business | Party Involved |

B. *Publicly Traded Corporation or Limited Partnership:* List the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which you, your spouse or dependent child(ren) own two percent (2%) or more of any class of outstanding stock, units or other equity interests during the time period covered by this statement.

| Corporation/Limited Partnership Name | Party Involved |
|---|---|
| Corporation/Limited Partnership Name | Party Involved |

10. **Corporations**

List the name and address of each corporation for which you, your spouse, or dependent child(ren) served in the capacity of a director, officer or receiver during the time period covered by this statement.

| Corporation Name | Corporation Address/City/State/Zip | Person's name who served in this capacity |
|---|---|---|
| Corporation Name | Corporation Address/City/State/Zip | Person's name who served in this capacity |

This form is required to be filed with the Missouri Ethics Commission **and** with the governing body of your political subdivision. **All elected and appointed officials as well as employees of a political subdivision must comply with §105.454 RSMo., on conflicts of interest and their own local code of ethics.**

**RESOLUTION NO. 24-002**

**A RESOLUTION OF THE SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT APPROVING A CERTIFICATE OF REIMBURSABLE PROJECT COSTS NO. 2 IN THE AMOUNT OF $103,950.00; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**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. 20-126 on September 1, 2020 (the ***"CID Ordinance"***), establishing the South Fifth Street Community Improvement District (the ***"CID"***) as a political subdivision of the State of Missouri; and

**WHEREAS**, the District is a political subdivision of the State of Missouri formed for the purpose of undertaking certain public improvements within the boundaries of the District (the ***"CID Project"***); and

**WHEREAS**, pursuant to the CID Ordinance, the CID is authorized to impose a sales and use tax at a rate of one percent (1%) (the ***"CID Sales Tax"***) on all eligible retail sales made in the CID in accordance with Section 67.1545 of the CID Act; and

**WHEREAS**, on December 21, 2021, in accordance with the CID Act, the Board of Directors of the CID approved Resolution No. 21-012 authorizing the CID to impose the CID Sales Tax, which CID Sales Tax became effective on October 1, 2022 following approval of the CID Sales Tax by the qualified voters of the CID at an election held in accordance with the CID Act; and

**WHEREAS**, on September 14, 2023, pursuant to Section 67.1521 of the CID Act, the District's Board of Directors approved Resolution No. 23-002, authorizing the District to levy the Special Assessment; and

**WHEREAS**, HISSC LLC has submitted to the District evidence of its compliance with the District's bidding and contracting guidelines in connection with the CID Project, and the District desires to confirm that HISSC LLC. has complied with said bidding and contracting guidelines with respect to the portion of the CID Project to which Certificate of Reimbursable Project Costs relates; and

**WHEREAS**, the Board of Directors of the District desires to approve the verified Reimbursable Project Costs contained in the Certificate of Reimbursable Project Costs and to pay such amounts identified therein out of District Revenues in accordance with the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH FIFTH STREET COMMUNITY IMPROVEMNET DISTRICT, AS FOLLOWS:**

**Section 1. Approval of Certificate of Reimbursable Project Costs No. 2.** The District's Board of Directors hereby approves the Certificate of Reimbursable Project Costs No. 2 in the amount of $103,950.00 as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 2. Execution of the Certificate of Reimbursable Project Costs No. 2.** The Chair or Vice Chair of the District is hereby authorized and directed to execute and deliver the Certificate of Reimbursable Project Costs No. 2 for and on behalf of and as the act and deed of the District. The

Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to the Certificate of Reimbursable Project Costs, if necessary.

**Section 3. Payment of Reimbursable Project Costs.** The District shall reimburse the Developer for verified Reimbursable Project Costs related to the Certificates, as permitted under the CID Act.

**Section 4. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 5. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, 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 Certificate of Reimbursable Project Costs.

**Section 6. Severability.** 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 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 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 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

*(The remainder of this page is intentionally left blank.)*

Passed this 24th day of September, 2024.

I, the undersigned, Chair of the South Fifth Street Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 24, 2024.

South Fifth Street Community Improvement District
State of Missouri

**SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 24th day of September, 2024.

[redacted]

**EXHIBIT A**

**CERTIFICATE OF REIMBURSABLE PROJECT COSTS NO. 2**

(Attached hereto.)

# EXHIBIT B

# CERTIFICATE OF REIMBURSABLE PROJECT COSTS

*To:* City Director of Finance, City of St. Charles, Missouri Chairman, South Fifth Street Community Improvement District

*Re:* Certificate of Reimbursable Project Costs

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of November 20, 2020 (the "Agreement") among the City ofSt. Charles, Missouri (the "City"), the South Fifth Street Community Improvement District (the "Bogey Hills District") and Imperial Catering Company, Inc. (the "Developer"). In connection with the Agreement, the Developer hereby states and certifies that:*

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the establishment of the District, the construction of the District Project, and/or the funding and financing of the District Project.

2. These Reimbursable Project Costs have been advanced, paid or reimbursed by the Developer, and are reimbursable under the Agreement and the CID Act.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the District Sales Tax, and no part thereof has been included in any other certificate previously filed with the District.

4. To the extent any item on **Schedule 1** pertains to the construction of the District Project, there has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. To the extent any item on **Schedule 1** pertains to the construction ofthe District Project, all necessary permits and approvals required for the work included in this request have been issued and are in full force and effect.

6. To the extent any item on **Schedule 1** pertains to the construction ofthe District Project, all work for which payment or reimbursement is included in this request has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning ofthe Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.

9. All ofthe Developer's representations set forth in the Agreement remain true and correct as of

the date hereof.

B
-1
□

**IMPERIAL CATERING COMPANY, INC.,**

[redacted]

Submitted for Payment this 23 day of July, 20 24
Dated this 23 day of July, 20 24

**HISSC LLC**

[redacted]

Submitted for Payment this 23rd day of July, 20 24

**CITY OF ST. CHARLES, MISSOURI**

[redacted]

Approved for Payment this day of , 20

**SOUTH FIFTH STREET COMMUNITY IMPROVEMENT**

[redacted]

Accepted for Payment this 23rd day of July, 20 24

| Invoice Number | Voucher # | Company Name | Amount of Check | |
|---|---|---|---|---|
| 21-171 | 340 | Gleeson Asphalt, Incorporated | $ | 115,000.00 |
| 21-177 | 340 | Gleeson Asphalt, Incorporated | $ | 3,443.00 |
| 21-192 | 340 | Gleeson Asphalt, Incorporated | $ | 17,000.00 |
| **Total Sitework** | | **Subtotal** | **$** | **135,443.00** |

**Approved Costs Amount for Certificate #1**

| | | |
|---|---|---|
| Costs Submitted | $ | 135,443.00 |
| Costs Eligibles | $ | 103,950.00 |
| Certificate #1 Amount for Approval | **$** | **103,950.00** |

| | | |
|---|---|---|
| Amount Not Being Reimbursed | $ | 31,493.00 |

# INVOICE

**Gleeson Asphalt, Inc.**
2800 WEST MAIN ST
BELLEVILLE, IL 62226

accounting@gleesonasphalt.com
+1 (618) 604-6450

Gleeson Asphalt, Incorporated

**Bill to**
BLUE RAY CONSTRUCTION

**Invoice details**
Invoice no.: 21-171
Invoice date: 11/30/2021
Due date: 11/30/2021

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | | HAMPTON INN ST CHARLES | | | $0.00 |
| 2. | | **31 Asphalt Paving** | Asphalt Paving | 1 | $115,500.00 | $115,500.00 |

| | |
|---|---|
| **Total** | **$115,500.00** |
| Payment | -$115,500.00 |
| **Balance due** | **$0.00** |

Paid in Full

ampton Inn St Charles
ONTRACTOR: GLEESON ASPHALT, Inc.

APPLICATION NO: 1
PERIOD TO: 11/30/2021

| ITEM NO. | ITEM | UNIT PRICE | SCHEDULED VALUES | FROM PREVIOUS APPLICATION | WORK COMPLETED THIS APPLICATION | TOTAL COMPLETE | RETAINAGE |
|---|---|---|---|---|---|---|---|
| | Rock | $20,000.00 | $20,000.00 | | $20,000.00 | $20,000.00 | $2,000.00 |
| | Asphalt | $50,000.00 | $50,000.00 | | $50,000.00 | $50,000.00 | $5,000.00 |
| | Trucking | $10,000.00 | $10,000.00 | | $10,000.00 | $10,000.00 | $1,000.00 |
| | Striping | $2,500.00 | $2,500.00 | | $2,500.00 | $2,500.00 | $250.00 |
| | Labor | $33,000.00 | $33,000.00 | | $33,000.00 | $33,000.00 | $3,300.00 |
| | TOTALS | | $115,500.00 | $0.00 | $115,500.00 | $115,500.00 | $11,550.00 |

# INVOICE

**Gleeson Asphalt, Inc.**
2800 WEST MAIN ST
BELLEVILLE, IL 62226

accounting@gleesonasphalt.com
+1 (618) 604-6450

Gleeson Asphalt, Incorporated

**Bill to**
BLUE RAY CONSTRUCTION

**Invoice details**
Invoice no.: 21-177
Invoice date: 11/30/2021
Due date: 11/30/2021

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | | HAMPTON INN ST CHARLES | | | $0.00 |
| 2. | | **31 Asphalt Paving** | Extras | 1 | $3,443.00 | $3,443.00 |

| | |
|---|---|
| **Total** | **$3,443.00** |
| Payment | -$3,443.00 |
| **Balance due** | **$0.00** |

Paid in Full

# INVOICE

**Gleeson Asphalt, Inc.**
2800 WEST MAIN ST
BELLEVILLE, IL 62226

accounting@gleesonasphalt.com
+1 (618) 604-6450

Gleeson Asphalt, Incorporated

**Bill to**
BLUE RAY CONSTRUCTION

**Invoice details**
Invoice no.: 21-192
Invoice date: 12/29/2021
Due date: 12/29/2021

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | | HAMPTON INN ST CHARLES | | | $0.00 |
| 2. | | **31 Asphalt Paving** | Extra per David attached | 1 | $17,000.00 | $17,000.00 |

| | |
|---|---|
| **Total** | **$17,000.00** |
| Payment | -$17,000.00 |
| **Balance due** | **$0.00** |

Paid in Full

**Project:** 200910 **Lot:** 1
**Address:** 1410 S. 5TH STREET 63301
**Contractor:** BLUE RAY CONSTRUCTION

| | | | | | | |
|---|---|---|---|---|---|---|
| CASTLE CONTRACTING | Jun. 18, 2020 | Jun. 19, 2020 | 9 | No | $-3,739.50 | |
| BLUE RAY CONSTRUCTION | Sep. 21, 2020 | Sep. 24, 2020 | 39 | No | $-2,000.00 | |
| Check Voided On Oct 22 2020 | Oct. 22, 2020 | Jun. 19, 2020 | 9 | | | $3,739.50 |
| CASTLE CONTRACTING | Oct. 22, 2020 | Oct. 22, 2020 | 52 | No | $-3,739.50 | |
| CASTLE CONTRACTING | Oct. 26, 2020 | Oct. 28, 2020 | 55 | No | $-36,000.00 | |
| CASTLE CONTRACTING | Oct. 4, 2021 | Oct. 13, 2021 | 288 | No | $-41,529.10 | |
| WARREN COUNTY ELECTRIC | Oct. 29, 2021 | Nov. 8, 2021 | 330 | No | $-22,165.60 | |
| 100 Percent Complete | Jan. 7, 2022 | | | | | |

**Category Balance** $76,984.40

**Category** 9000 CONCRETE SLAB,FOOTINGS,SITE ASPHALT

| Description | Date | Released On | Voucher # | Hold | | |
|---|---|---|---|---|---|---|
| Category Added | Apr. 30, 2020 | | | | | $643,200.00 |
| JOCOBSMEYER CONSTRUCTION | Apr. 30, 2020 | May. 4, 2020 | 4 | No | $-22,392.60 | |
| JOCOBSMEYER CONSTRUCTION | Jun. 18, 2020 | Jun. 19, 2020 | 10 | No | $-100,860.00 | |
| JOCOBSMEYER CONSTRUCTION | Jul. 20, 2020 | Jul. 30, 2020 | 21 | No | $-100,845.60 | |
| JOCOBSMEYER CONSTRUCTION | Aug. 25, 2020 | Aug. 31, 2020 | 34 | No | $-105,750.60 | |
| JOCOBSMEYER CONSTRUCTION | Sep. 21, 2020 | Sep. 24, 2020 | 40 | No | $-60,165.00 | |
| JOCOBSMEYER CONSTRUCTION | Oct. 26, 2020 | Oct. 28, 2020 | 56 | No | $-27,511.68 | |
| JOCOBSMEYER CONSTRUCTION | Nov. 19, 2020 | Nov. 26, 2020 | 69 | No | $-22,914.60 | |
| JOCOBSMEYER CONSTRUCTION | Oct. 4, 2021 | Oct. 13, 2021 | 289 | No | $-47,171.25 | |
| BLUE RAY CONSTRUCTION | Oct. 29, 2021 | Nov. 8, 2021 | 314 | No | $-9,320.00 | |
| GLEESON ASPHALT | Dec. 9, 2021 | Dec. 14, 2021 | 340 | No | $-163,950.00 | |
| 100 Percent Complete | Dec. 12, 2021 | | | | | |

**Category Balance** $72,401.07

**Category** 9000 PARKING LOT STRIPING

| Description | Date | Released On | Voucher # | Hold | | |
|---|---|---|---|---|---|---|
| Category Added | Apr. 30, 2020 | | | | | $4,500.00 |
| GLEESON ASPHALT | Dec. 9, 2021 | Dec. 14, 2021 | 330 | No | $-3,443.00 | |
| 100 Percent Complete | Jan. 7, 2022 | | | | | |

**Category Balance** $1,057.00

**Category** 9001 LANDSCAPE ALLOWANCE

| Description | Date | Released On | Voucher # | Hold | | |
|---|---|---|---|---|---|---|
| Category Added | Apr. 30, 2020 | | | | | $63,575.00 |
| BLUE RAY CONSTRUCTION | Nov. 19, 2020 | Nov. 26, 2020 | 67 | No | $-1,779.22 | |
| BLUE RAY CONSTRUCTION | Dec. 15, 2020 | Dec. 21, 2020 | 81 | No | $-2,827.66 | |

**RESOLUTION NO. 24-003**

**A RESOLUTION OF THE SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING DECMBER 31, 2024; AND APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI THE MISSOURI DEPARTMENT OF REVENUE, AND THE OFFICE OF MISSOURI STATE AUDITOR IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** on September 1, 2020 the City of St. Charles, Missouri (the "City") approved Ordinance No. 20-126 (the "Ordinance"), which established the South Fifth Street Community Improvement District (the "District") as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"); and

**WHEREAS,** Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

**WHEREAS,** Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget, provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

**WHEREAS,** Section 67.1471 of the CID Act requires that the District submit its proposed annual budget to the City of St. Charles, Missouri.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Amendment of Budget of the District for the Year Ending December 31, 2024.** The amended budget of the District for the fiscal year ending December 31, 2024, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 2. Approval of a Proposed Budget of the District for the Year Ending December 31, 2025.** A preliminary budget of the District for the year ending December 31, 2025, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. In the event no comments are received from the City requiring adjustments, the preliminary budget shall become the final budget. The Board of Directors authorizes the District Administrator to adjust the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

**Section 3. District to Submit Preliminary Budget to City.** The District shall submit a copy of the preliminary budget to the City for its review and comment in accordance with the CID Act. If the District does not receive written comments from the City's on or before the date that is the later of 60 days prior to the first day of the year, or 30 days after submission of the proposed budget to the City, the proposed budget shall become the final budget.

**Section 4. Executive Director of the District to Forward Proposed Budget to Missouri Department of Revenue and Missouri State Auditor.** The District's Executive Director or his or her designee shall send a copy of the proposed budget of the District for the fiscal year ending December 31, 2024 to the Missouri Department of Revenue and the Office of the Missouri State Auditor in accordance with the CID Act.

**Section 5. Further Authority.** All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, 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.

**Section 6. Severability.** 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 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 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 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 24th day of September, 2024.

I, the undersigned, Chair of the South Fifth Street Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 24, 2024.

South Fifth Street Community Improvement District

State of Missouri

**SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 24th day of September, 2024.

[redacted]

EXHIBIT A

# SOUTH FIFTH STREET
# COMMUNITY IMPROVEMENT DISTRICT

## ANNUAL BUDGET
## YEAR ENDING DECEMBER 31, 2024

## PRELIMINARY BUDGET
## YEAR ENDING DECEMBER 31, 2025

## BOARD OF DIRECTORS

**Sheri Steffens**
**Chair**

**Randall Fish**
**Secretary**

**Dylan Steffens**
**Treasurer**

**Stacey Fish**
**Vice Chair**

**John Voss**
**Director**

Development Dynamics
District Administrator

## BUDGET MESSAGE

On September 1, 2020, 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 Council of the City of St. Charles, Missouri (the ***"City"***) approved Ordinance No. 20-196 (the ***"Ordinance"***), which established the South Fifth Street Community Improvement District (the ***"District"***). The District is a political subdivision of the State of Missouri.

The Ordinance provided that the District be established for the sole purpose of funding various public improvements within the District boundaries (the ***"Project"***), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a mixed-use development containing residential, commercial/retail, senior living and hospitality/entertainment uses. Specifically, the District is proposed to provide funding for the following items: 1) pedestrian or shopping malls and plazas; 2) community gathering spaces; 3) parks, lawns, trees, and any other landscape; 4) sidewalks, trails, streets, ramp, traffic signs; 5) utilities, drainage, water, storm and sewer systems; 5) streetscape, lighting, trash receptacles, marquees, walls, and barriers; and 6) accompanying grading, site work, blasting, or other related infrastructure or site improvements in connection with items 1) through 6).

During the fiscal year ending December 31, 2021, the Board of Directors of the District anticipates adopting a resolution imposing a sales and use tax (the ***"CID Sales Tax"***) at the rate of one percent (1%) on the receipts from the sale at retail of all eligible tangible personal property or taxable services within its boundaries pursuant to the CID Act, which CID Sales Tax, following its approval by the qualified voters of the District at a mail-in election held in accordance with the CID Act.

In the fiscal year ending December 31, 2023, the District had $47,551 in CID Sales Tax revenues and $51,257 in expenditures for fiscal year 2023. Administrative costs of the district were covered by the developer.

In fiscal year ending December 31, 2024, the District anticipates CID sales tax revenues in the amount of $50,000, special assessment revenues of $160,000 and interest of $500. The District expects expenditures as follows. Project cost reimbursement of $199,490, administration expense of $7,510, insurance of $1,000, bank fees of $0 and legal of $2,500. The District expects outstanding Certificates at the fiscal year end in the amount of $0.

In fiscal year ending December 31, 2025, the District anticipates CID sales tax revenues in the amount of $60,000, special assessment revenues of $160,000 and interest of $0. The District expects expenditures as follows. Project cost reimbursement of $209,000 administration expense of $7,500, insurance of $1,000, bank fees of $0 and legal of $2,500. The District expects outstanding Certificates at the fiscal year end in the amount of $0.

# SOUTH FIFTH STREET
## Preliminary Budget
## YE December 31, 2025

| | Preliminary 2025 Budget |
|---|---|
| Income | |
| CID Sales & Use Tax | 60,000.00 |
| Special Assessment | 160,000.00 |
| Interest | 0.00 |
| Total Income | 220,000.00 |
| Expense | |
| Project Cost Reimbursement | |
| Principal | 209,000.00 |
| Total Project Cost Reimbursement | 209,000.00 |
| Administration Fee | 7,500.00 |
| Insurance | 1,000.00 |
| Legal | 2,500.00 |
| Total Expense | 220,000.00 |
| Net Income | 0.00 |

| | |
|---|---|
| Beginning Balance | $ 471.18 |
| Ending Balance | $ 471.18 |

| Obligation Outstanding | Balance 1/1/2025 | Issued | Retired | Balance 12/31/2025 |
|---|---|---|---|---|
| Certificates | $ - | $ 209,000.00 | $ (209,000.00) | $ - |
| **Total** | **$ -** | **$ 209,000.00** | **$ (209,000.00)** | **$ -** |

# SOUTH FIFTH STREET
## Annual Budget
## YE December 31, 2024

| | Actual January - August 2024 | Amended 2024 Budget | Original 2024 Budget |
|---|---|---|---|
| Income | | | |
| CID Sales & Use Tax | 29,938.14 | 50,000.00 | 60,000.00 |
| Special Assessment | 97,704.00 | 160,000.00 | 146,000.00 |
| Interest | 362.50 | 500.00 | 0.00 |
| Total Income | 128,004.64 | 210,500.00 | 206,000.00 |
| Expense | | | |
| Project Cost Reimbursement | | | |
| Principal | 22,113.00 | 199,490.00 | 200,000.00 |
| Total Project Cost Reimbursement | 22,113.00 | 199,490.00 | 200,000.00 |
| Administration Fee | 7,509.75 | 7,510.00 | 7,500.00 |
| Insurance | 0.00 | 1,000.00 | 1,000.00 |
| Legal | 0.00 | 2,500.00 | 2,500.00 |
| Total Expense | 29,622.75 | 210,500.00 | 211,000.00 |
| Net Income | 98,381.89 | 0.00 | -5,000.00 |

| | | |
|---|---|---|
| Beginning Balance | $ | 471.18 |
| Ending Balance | $ | 471.18 |

| Obligation Outstanding | Balance 1/1/2024 | Issued | Retired | Balance 12/31/2024 |
|---|---|---|---|---|
| Certificates | $ 22,113.00 | $ 177,377.00 | $ (199,490.00) | $ - |
| **Total** | **$ 22,113.00** | **$ 177,377.00** | **$ (199,490.00)** | **$ -** |

# SOUTH FIFTH STREET
## Annual Budget
## YE December 31, 2023

| | Actual | Amended 2023 Budget | Original 2023 Budget |
|---|---|---|---|
| Income | | | |
| CID Sales & Use Tax | 45,542.00 | 45,000.00 | 85,000.00 |
| Special Assessment | 1,835.00 | 36,000.00 | 0.00 |
| Interest | 174.35 | 150.00 | 0.00 |
| Total Income | 47,551.35 | 81,150.00 | 85,000.00 |
| Expense | | | |
| Project Cost Reimbursement | | | |
| Principal | 43,500.00 | 65,613.00 | 0.00 |
| Total Project Cost Reimbursement | 43,500.00 | 65,613.00 | 0.00 |
| Administration Fee | 7,753.50 | 7,753.50 | 7,500.00 |
| Bank Fees | 3.52 | 10.00 | 0.00 |
| Insurance | 0.00 | 1,000.00 | 1,000.00 |
| Legal | 0.00 | 2,500.00 | 2,500.00 |
| Total Expense | 51,257.02 | 76,876.50 | 11,000.00 |
| Net Income | **-3,705.67** | **4,273.50** | **74,000.00** |

| | | |
|---|---|---|
| Beginning Balance | $ | 4,176.85 |
| Ending Balance | $ | 471.18 |

| Obligation Outstanding | Balance 1/1/2023 | Issued in FYE 2023 | Retired in FYE 2023 | Balance 12/31/2023 |
|---|---|---|---|---|
| Certificate No.1 | $ - | $ 65,613.00 | $ (43,500.00) | $ 22,113.00 |
| **Total** | **$ -** | **$ 65,613.00** | **$ (43,500.00)** | **$ 22,113.00** |

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 3 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Report Year Ending December 31, 2024 as Submitted by the Board of Directors of the Veteran's Memorial Parkway 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 for Year Ending December 31, 2024 for the Veteran's Memorial Parkway 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Veterans Memorial Parkway
# Community Improvement District

Annual Report for
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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*Signatures on documents attached have been redacted for security purposes.*

## 1. Annual Report Overview

This Annual Report is submitted to City of St. Charles (the "City"), Missouri and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

## 2. District Description

The Veteran's Memorial Parkway Community Improvement District (the "District") covers a total of 7.501 acres. The District's Project includes roadway access improvements and infrastructure related items along Veterans Memorial Parkway as necessary to fulfill the vision of state in the petition.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | February 5, 2008 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 08-30 | |
| CID Sales Tax Effective Date: | January 1, 2009 | |
| Date Annual Budget Adopted: | December 5, 2023 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 North 2nd Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| District Legal Counsel: | Hamilton Weber<br>200 North 3rd Street<br>St. Charles, Missouri 63368 | |
| Governing Board of Directors: | Chair | Michael McMenamy |
| | Vice Chair | Kandi R. McMenamy |
| | Secretary/Treasurer | Steven B. Mix |
| | Director | Brandy E. Scholwinski |
| | Director | Kenneth Scholwinski |
| | | |

## 3. District Purpose

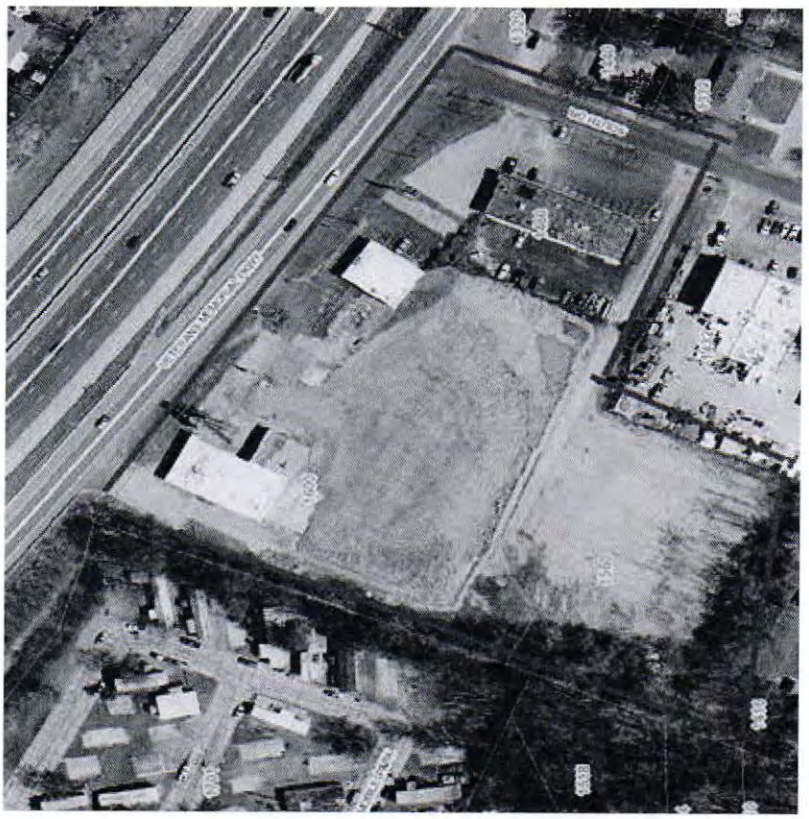
In order to facilitate development in the District, a number of improvements are necessary for the property to reach its highest and best use. To help with the extraordinary redevelopment costs, District revenues are being re-invested in eligible project improvements such as infrastructure improvements, sidewalks, lighting, and landscaping; storm water improvements; and professional fees from engineering to legal to administrative support.

## 4. District Legal Description

A tract of land being Part of Lots 33 and 38 of Block 9 of Steen and Cunningham's Subdivision, within U.S. Survey 3280, Township 46 North, Range 5 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

**BEGINNING** at the common corner of Lots 37 and 38 of Block 6, Lots 33 and 38 of Block 9 of said "Steen and Cunningham's Subdivision", being the Northeast corner of Lot 25 of "Boone Hills", a subdivision according to the plat thereof recorded in Plat Book 9, Page 16 of the St. Charles County records (basis of bearings); thence along the East line of said Lot 38 of block 6 of "Steen and Cunningham's subdivision", being the East line of property conveyed to Apex Enterprises, Inc., by deed recorded in Book 318, Page 556 of said records, North 20 degrees 41 minutes 35 seconds East, 424.89 feet the Southern right-of-way line of the South Outer Roadway of Missouri Interstate Highway 70, known as Veterans Memorial Parkway, said point being 75.00 feet perpendicular distance South of South outer roadway centerline station 33+54.93; thence along said right-of-way line of Veterans Memorial Parkway, North 55 degrees 02 minutes 24 seconds West, 50.00 feet; thence leaving said line, North 20 degrees 41 minutes 35 seconds East, 100.09 feet; thence South 55 degrees 02 minutes 24 seconds East, 301.61 feet to the point of curvature of a curve to the left, the radius point of which bears North 34 degrees 57 minutes 36 seconds East; 5,707.58 feet from the last mentioned point; thence along said curve, 466.31 feet; thence South 30 degrees 16 minutes 44 seconds West, 57.00 feet to the aforementioned South right-of-way line of Missouri Interstate Highway 70; thence along said line, South 89 degrees 14 minutes 26 seconds West, 76.85 feet; thence South 69 degrees 58 minutes 45 seconds West, 38.21 feet to the intersection of said South right-of-way line with the West right-of-way of South Drive (variable width); thence along said West right-of-way line of South Drive, South 21 degrees 00 minutes 31 seconds West, 240.41 feet; thence along the North line of property conveyed to Robert and Deborah Canaday by deed recorded in Book 3660, Page 159 of the St. Charles County records, North 69 degrees 45 minutes 15 seconds West, 280.68 feet to the Northwest corner thereof; thence along the West line of said Canaday property, South 20 degrees 25 minutes 03 seconds West, 240.41 feet to the Southwest corner thereof; thence along the North line of property conveyed to Charles and Irene Hof, trustees by deed recorded in Book 3043, Page 1791 of the St. Charles County records, North 69 degrees 27 minutes 40 seconds West, 300.99 feet to the Northwest corner thereof; thence along the East line of Lot 24 and Lot 25 of aforesaid "Boone Hills" subdivision, North 21 degrees 00 minutes 00 seconds East, 201.94 feet to the POINT OF BEGINNING, containing 7.501 acres, more or less.

## 5. District Boundary Map



## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

**Attachments:**

- Resolutions adopted during 2024:
    - **Resolution 24-001,** Approving disbursement of CID funds and past actions
    - **Resolution 24-002,** Amending 2024 and approving 2025 budgets
- Financial Statement for the year ending December 31, 2024

**RESOLUTION NO. 24-001**

**A RESOLUTION OF THE VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT APPROVING THE DISBURSEMENT OF CID FUNDS; PAST ACTIONS; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** the City of St. Charles, Missouri (the "City") adopted Ordinance No. 08-30 (the "CID Ordinance") establishing the Veterans Memorial Parkway Community Improvement District ( the "District") as a political subdivision pursuant to and in accordance with the CID Act for the purpose of funding the certain costs associated with the acquisition, construction, ownership, dedication, maintenance and operation of infrastructure facilities and the provision of public services within its boundaries (together the "Project"), plus all actual and reasonable costs to administer and operate the District; and

**WHEREAS,** the CID is a political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

**WHEREAS,** the CID is authorized and empowered under the CID Act to pay for such improvements and other costs, or to assist in any such activity.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1. Authorization and Approval of Payments.** The District Administrator has been directed and authorized to take any and all reasonable actions to initiate the payment of available CID funds towards District operational costs and CID Project Costs.

**Section 2. Approval of Past Actions.** Actions taken by or on behalf of the District for purposes and in furtherance of the proposed projects and ongoing operations of the District are hereby ratified, acknowledged and accepted.

**Section 3. Execution of the Resolution**. The Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and that the Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 4. Further Authority**. All actions heretofore taken by the authorized representatives of the District in connection with the transactions contemplated by this Resolution are hereby ratified and confirmed, and the CID shall, and the representatives of the CID 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 CID with respect to the reimbursement.

**Section 5. Further Authority**. All actions heretofore taken by the authorized representatives of the CID in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the CID shall, and the representatives of the CID 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 CID with respect to the reimbursement.

**Section 6. Severability**. 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 this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the CID 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 7. Governing Law**. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date**. This Resolution shall take effect and be in full force upon its adoption by the Board of Directors of the CID.

Passed this 13th day of December, 2024.

I, the undersigned, Chair of the Veterans Memorial Parkway Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 13, 2024.

**VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT**

Chair, Board of Directors

Veterans Memorial Parkway Community Improvement District
State of Missouri

WITNESS my hand and official seal this 13th day of December, 2024.

ATTEST:

Secretary, Board of Directors

# VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT
## PAST ACTIONS EXPENSES PAID NOVEMBER 17, 2023 THROUGH DECEMBER 2, 2024

| | Type | Date | Num | Name | Memo | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|---|
| **Administration Fees** | | | | | | | | |
| **Admin Fee** | | | | | | | | |
| | Check | 11/01/2024 | 2007 | Development Dynamics | Annual Administration Fee | 4,000.00 | | 4,000.00 |
| Total Admin Fee | | | | | | 4,000.00 | 0.00 | 4,000.00 |
| Total Administration Fees | | | | | | 4,000.00 | 0.00 | 4,000.00 |
| **Bank Fee** | | | | | | | | |
| | Check | 11/30/2023 | | | Service Charge | 7.95 | | 7.95 |
| | Check | 12/31/2023 | | | Service Charge | 7.95 | | 15.90 |
| | Check | 01/31/2024 | | | Service Charge | 31.95 | | 47.85 |
| | Check | 02/29/2024 | | | Service Charge | 7.95 | | 55.80 |
| | Check | 03/31/2024 | | | Service Charge | 7.95 | | 63.75 |
| | Check | 04/30/2024 | | | Service Charge | 7.95 | | 71.70 |
| | Check | 05/31/2024 | | | Service Charge | 7.95 | | 79.65 |
| | Check | 06/30/2024 | | | Service Charge | 7.95 | | 87.60 |
| | Check | 07/10/2024 | | | Service Charge | 37.95 | | 125.55 |
| | Check | 08/10/2024 | | | Service Charge | 7.95 | | 133.50 |
| | Check | 09/10/2024 | | | Service Charge | 7.95 | | 141.45 |
| | Check | 10/10/2024 | | | Service Charge | 7.95 | | 149.40 |
| Total Bank Fee | | | | | | 149.40 | 0.00 | 149.40 |
| **Note Repayment** | | | | | | | | |
| **Interest** | | | | | | | | |
| | Check | 12/18/2023 | | Fair Lane LLC | Note Repayment | 7,018.59 | | 7,018.59 |
| | Check | 06/17/2024 | | Fair Lane LLC | Note Repayment | 6,758.77 | | 13,777.36 |
| Total Interest | | | | | | 13,777.36 | 0.00 | 13,777.36 |
| **Principal** | | | | | | | | |
| | Check | 12/18/2023 | | Fair Lane LLC | Note Repayment | 25,981.41 | | 25,981.41 |
| | Check | 06/17/2024 | | Fair Lane LLC | Note Repayment | 23,241.23 | | 49,222.64 |
| Total Principal | | | | | | 49,222.64 | 0.00 | 49,222.64 |
| Total Note Repayment | | | | | | 63,000.00 | 0.00 | 63,000.00 |
| **TOTAL** | | | | | | **67,149.40** | **0.00** | **67,149.40** |

**RESOLUTION NO. 24-002**

**A RESOLUTION OF THE VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2024; APPROVING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the Veterans Memorial Parkway Community Improvement District (the *"District"*) is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"CID Act"*); and

**WHEREAS,** Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

**WHEREAS,** Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

**WHEREAS,** Section 67.1471 of the CID Act requires that the District shall submit the proposed annual budget prior to the beginning of each fiscal year to the City Council of the City of St. Charles, Missouri (the *"City"*).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Amendment of Budget for Fiscal Year Ending December 31, 2024.** The budget of the District for the fiscal year ending December 31, 2024, is hereby amended as set forth on Exhibit A, attached hereto and incorporated herein by reference.

**Section 2. Approval of Proposed Budget for Fiscal Year Ending December 31, 2025.** The budget of the District for the fiscal year ending December 31, 2025, is hereby approved as set forth on Exhibit A, attached hereto and incorporated herein by reference.

**Section 3. Forward Proposed Budget to the City.** The District's Administrator, Secretary, or Assistant Secretary or his or her designee shall submit a copy of the proposed budget referenced in Section 2 of this Resolution to the to the City Clerk of the City, with a copy to the City Attorney, for the City's review and comment. If the District does not receive written comments from the City Council of the City on or before the date that is the later of (a) 60 days prior to the first day of the fiscal year ending December 31, 2025, or (b) 30 days after submission of the budget to the City, the proposed budget shall become the final budget.

**Section 4. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf

of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 5. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents, and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, 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.

**Section 6. Severability.** 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 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 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 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the Board of Directors of the District.

***(The remainder of this page is left intentionally blank.)***

Passed this 13th day of December, 2024.

I, the undersigned, Chair of the Veterans Memorial Parkway Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 13, 2024.

**VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT**

Chair, Board of Directors

Veterans Memorial Parkway Community Improvement District
State of Missouri

WITNESS my hand and official seal this 13th day of December, 2024.

ATTEST:

Secretary, Board of Directors

**EXHIBIT A**

# Veterans Memorial Parkway
# Community Improvement District

## PRELIMINARY BUDGET
## Year Ending - DECEMBER 31, 2025

## AMENDED BUDGET
## Year Ending - DECEMBER 31, 2024

## BUDGET MESSAGE

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 Veterans Memorial Parkway Community Improvement District (the "District") was formed in the City of St. Charles, Missouri (the "City") as proposed by Petition for Creation of a Community Improvement District (the "Petition"), filed with the Clerk of the City of St. Charles, in accordance with Section 67.1421.5 of the CID Act.

The District was established in accordance with the CID Act for the purposes of undertaking various public improvement projects and providing revenues to repay obligations issued in relation to the Project. In accordance with the CID Act, the District's board of directors approved Resolution No. 2008-10, authorizing the District to impose a community improvement district sales and use tax at the rates of one percent (1%) upon approval by the qualified voters of the District. The CID sales and use tax applies to receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except those sales that are excluded.

Pursuant to Section 67.1545.4 of the CID Act, the director of the Missouri Department of Revenue will collect the CID Sales Tax and deduct the reasonable and actual cost of such collection (in an amount equal to 1% of the CID Sales Tax collected) from the CID Sales Tax.

The District began the year ending December 31, 2023 a fund balance of $2,716. The District received CID Sales Tax revenues in the amount of $61,515 and incurred expenses of $62,103, consisting of operational costs and payments on the Note Obligations. The year end fund balance was $2,128.

During the year ending December 31, 2024, the District began the year with a fund balance of $2,128. The District anticipates CID Sales Tax revenues of approximately $70,000 and expenses of $69,200, consisting of operational costs and payments on the Note Obligations. The year end fund balance is anticipated to be approximately $2,928. The outstanding balance on the Note Obligation is anticipated to be approximately $627,037.40.

During the year ending December 31, 2025, the District anticipates beginning the year with a fund balance of approximately $2,928. The District further anticipates CID Sales Tax revenues of approximately $75,000 and expenses of $75,000, consisting of operational costs and payments on the Note Obligations. The year end fund balance is anticipated to be approximately $2,928. The outstanding balance on the Note Obligation is anticipated to be approximately $588,637.

# Veterans Memorial Parkway CID
# Preliminary Budget
# Year Ending - December 31, 2025

| | Proposed Budget |
|---|---|
| **Income** | |
| CID Sales Tax | 75,000.00 |
| **Total Income** | 75,000.00 |
| **Operating Expense** | |
| Administration | |
| Admin | 4,000.00 |
| **Total Operating Expense** | 4,000.00 |
| Bank Fee | 100.00 |
| Note Repayment | |
| Interest | 32,500.00 |
| Principal | 38,400.00 |
| **Total Note Repayment** | 70,900.00 |
| **Total Expense** | 75,000.00 |
| **Net Income** | **0.00** |

| | |
|---|---|
| **Beginning Balance** | $ 2,927.94 |
| **Ending Balance** | $ 2,927.94 |

| Outstanding Debt 01/01/2025 | Issued | Retired | 12/31/2025 |
|---|---|---|---|
| $ 627,037.40 | $ - | $ (38,400.00) | $ 588,637.40 |

# Veterans Memorial Parkway CID
## Amended Budget
## Year Ending - December 31, 2024

| | Actual January - October 2024 | Amended Budget | Original Budget |
|---|---|---|---|
| **Income** | | | |
| **CID Sales Tax** | 64,077.93 | 70,000.00 | 60,000.00 |
| **Total Income** | 64,077.93 | 70,000.00 | 60,000.00 |
| **Operating Expense** | | | |
| **Administration** | | | |
| **Admin** | 4,000.00 | 4,000.00 | 4,000.00 |
| **Total Operating Expense** | 4,000.00 | 4,000.00 | 4,000.00 |
| **Bank Fee** | 133.50 | 200.00 | 100.00 |
| **Note Repayment** | | | |
| **Interest** | 6,758.77 | 16,160.00 | 12,500.00 |
| **Principal** | 23,241.23 | 48,840.00 | 43,400.00 |
| **Total Note Repayment** | 30,000.00 | 65,000.00 | 55,900.00 |
| **Total Expense** | 34,133.50 | 69,200.00 | 60,000.00 |
| **Net Income** | **29,944.43** | **800.00** | **0.00** |

| | |
|---|---|
| **Beginning Balance** | $ 2,127.94 |
| **Ending Balance** | $ 2,927.94 |

| Outstanding Debt 01/01/2024 | Issued | Retired | 12/31/2024 |
|---|---|---|---|
| $ 675,877.40 | $ - | $ (48,840.00) | $ 627,037.40 |

# Veterans Memorial Parkway CID
## Budget to Actual
## Year Ending - December 31, 2023

| | Actual | Amended Budget | Original Budget |
|---|---|---|---|
| **Income** | | | |
| **CID Sales Tax** | 61,514.83 | 60,000.00 | 50,000.00 |
| **Total Income** | 61,514.83 | 60,000.00 | 50,000.00 |
| **Operating Expense** | | | |
| **Administration** | | | |
| **Admin** | 4,000.00 | 4,000.00 | 4,000.00 |
| **Total Operating Expense** | 4,000.00 | 4,000.00 | 4,000.00 |
| **Bank Fee** | 102.70 | 100.00 | 100.00 |
| **Note Repayment** | | | |
| **Interest** | 14,215.21 | 14,215.00 | 14,500.00 |
| **Principal** | 43,784.79 | 40,785.00 | 32,500.00 |
| **Total Note Repayment** | 58,000.00 | 55,000.00 | 47,000.00 |
| **Total Expense** | 62,102.70 | 59,100.00 | 51,100.00 |
| **Net Income** | **-587.87** | **900.00** | **-1,100.00** |

| | | |
|---|---|---|
| **Beginning Balance** | $ | 2,715.81 |
| **Ending Balance** | $ | 2,127.94 |

| Outstanding Debt 01/01/2023 | Issued | Retired | 12/31/2023 |
|---|---|---|---|
| $ 719,662.19 | $ - | $ (43,784.79) | $ 675,877.40 |

## Veteran's Memorial Parkway Community Improvement District
## Annual Report of Financial Transactions
## For the Fiscal Year January 1, 2024 to December 31, 2024

| | | | |
|---|---|---|---|
| **A. Beginning Balance** | | | **$ 2,127.94** |
| **B. Summary of Receipts** | | | |
| CID Sales Tax | $ 68,504.85 | | |
| CID Use Tax | $ 1,333.58 | | |
| **Total Receipts** | | | **$ 69,838.43** |
| **C. Summary of Disbursements** | | | |
| Miscellaneous Bank Fees/Returned Check | $ (149.40) | | |
| Note Repayment - Principal | $ (48,840.59) | | |
| Note Repayment - Interest | $ (16,159.41) | | |
| Legal Fees | $ - | | |
| District Administrative Costs | $ (4,000.00) | | |
| Total Disbursements | | | $ (69,149.40) |
| **D. Ending Balance** | | | **$ 2,816.97** |
| **E. Summary of Ending Balance by Depository** | | | |
| Midwest Bank Centre | | | **$ 2,816.97** |

**F. Statement of Indebtedness**

| | Outstanding on 01/01/2024 | Issued During 2024 | Retired During 2024 | Outstanding on 12/31/2024 |
|---|---|---|---|---|
| Note Obligations | $ 675,877.40 | $ - | $ (48,840.59) | $ 627,036.81 |

*During the fiscal year the CID increased the interest rate on the Note to 5.55% per Resolution 19-001

**G. Statement of Assessed Valuation and Tax Rates**

The Veteran's Memorial Parkway Community Improvement District does not calculate assessed valuation since it does not impose a property tax. Government Accounting Standards Board (GASB) Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 8 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Report Year Ending December 31, 2024 as Submitted by the Board of Directors of the Charlestowne Crossing Villas 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 Year Ending December 31, 2024 for the Charlestowne Crossing Villas 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Charlestowne Crossing Villas
# Community Improvement District

Annual Report for
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

## Table of Contents

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*Signatures on documents attached have been redacted for security purposes.*

## 1. Overview

This Annual Report is submitted to City of St. Charles, Missouri (the "City") and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

## 2. District Description

The Charlestowne Crossing Villas Community Improvement District (the "District"), is an approximately 17.80-acre site located at the corner of Boschertown Road and Charlestowne Crossing Drive in the City of St. Charles County, Missouri and includes residential components.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | December 7, 2021 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 21-198 | |
| CID Special Assessment: | Reso. 22-006 established Special Assessment on CID boundary – see detail below. | |
| Date Annual Budget Adopted: | February 29, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2025 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 North 2nd Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368 | |
| District Legal Counsel: | Amundsen Davis<br>120 S. Central Ave., Suite 700<br>St. Louis, MO 63105 | |
| Governing Board of Directors: | Chair | Jason Hughes |
| | Secretary/Treasurer | Courtney Hughes |
| | Asst. Secretary/Treasurer | Bev Creason |
| | Director | Jack Hanff |
| | Director | Shawn Luesse |

## 3. District Purpose

The improvements comprising the District Project will include, without limitation, construction, demolition, removal and replacement, 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, walls, parking lots, pedestrian walkways, piers, 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, water mains and appurtenances, sanitary sewer mains, manholes, and appurtenances, storm sewer lines, area inlets, outfall structures, and other utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

The costs of the improvements comprising the District Project shall include all "hard" and "soft" costs associated with construction of these improvements, including, without limitation, third party consents; environmental engineering and abatement; surveying, title services, legal, architectural, engineers' and other professional fees; construction cost financing, placement fees and interest; builder's risk insurance, design, engineering, development, project management, architect and contractor fees; other professional costs, including legal and accounting; pennits and inspections fees; and temporary construction licenses and business interruption payments necessary to facilitate the timing and extent of construction activities.

## 4. District Legal Description

**District Legal Description**

**VILLAS AT CHARLESTOWNE**

A TRACT OF LAND BEING PART OF LOT A OF CHARLESTOWNE CROSSING PLAT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 48, PAGE 205 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE, SITUATED IN U.S. SURVEYS 221 THRU 226 OF THE ST. CHARLES COMMON FIELD, TOWNSHIP 47 NORTH, RANGE 5 East, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWEST RIGHT OF WAY OF BOSCHERTOWN (VARIABLE WIDTH) ROAD WITH THE NORTHEAST LINE OF CHARLESTOWNE CROSSING PLAT TWO, AS RECORDED IN PLAT BOOK 48, PAGES 253 AND 254 OF SAID RECORDER'S OFFICE, BEING THE SOUTHWEST LINE OF LOT A OF THE AFOREMENTIONED CHARLESTOWNE CROSSING PLAT ONE;

THENCE ALONG SAID SOUTHWEST LINE, NORTH 47 DEGREES 26 MINUTES 33 SECONDS WEST, A DISTANCE OF 926.50 FEET TO THE EAST LINE OF CHARLESTOWNE CROSSING PLAT FIVE, AS RECORDED IN PLAT BOOK 498, PAGES 168 THROUGH 171 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, THE FOLLOWING COURSES AND NORTH 34 DEGREES 09 MINUTES 48 SECONDS EAST, A DISTANCE OF 487.98 FEET AND NORTH 54 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 108.02 FEET TO THE SOUTHEAST RIGHT OF WAY OF ISLAND HARBOR (60 FOOT WIDE PRIVATE) DRIVE;

THENCE ALONG SAID RIGHT OF WAY OF ISLAND HARBOR DRIVE, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, WITH A CENTRAL ANGLE OF 31 DEGREES 47 MINUTES 01 SECONDS, WHICH CHORD BEARS NORTH 51 DEGREES 30 MINUTES 27 SECONDS EAST, A CHORD DISTANCE OF 109.53 FEET, THROUGH AN ARC DISTANCE OF 110.95 FEET; ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET, WITH A CENTRAL ANGLE OF 39 DEGREES 05 MINUTES 57 SECONDS, WHICH CHORD BEARS NORTH 86 DEGREES 56 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 358.05 FEET, THROUGH AN ARC DISTANCE OF 365.09 FEET; ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 1,578.15 FEET, WITH A CENTRAL ANGLE OF 12 DEGREES 51 MINUTES 06 SECONDS, WHICH CHORD BEARS SOUTH 67 DEGREES 04 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 353.24 FEET, THROUGH AN ARC DISTANCE OF 353.99 FEET; AND SOUTH 60 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 171.93 FEET;

THENCE DEPARTING SAID ISLAND HARBOR DRIVE, ALONG THE SOUTHEAST LINE OF THE HEREINAFTER DESCRIBED TRACT OF LAND, SOUTH 52 DEGREES 12 MINUTES 29 SECONDS WEST, A DISTANCE OF 419.07 FEET TO THE NORTHEAST LINE OF THE HEREINAFTER DESCRIBED TRACT OF LAND;

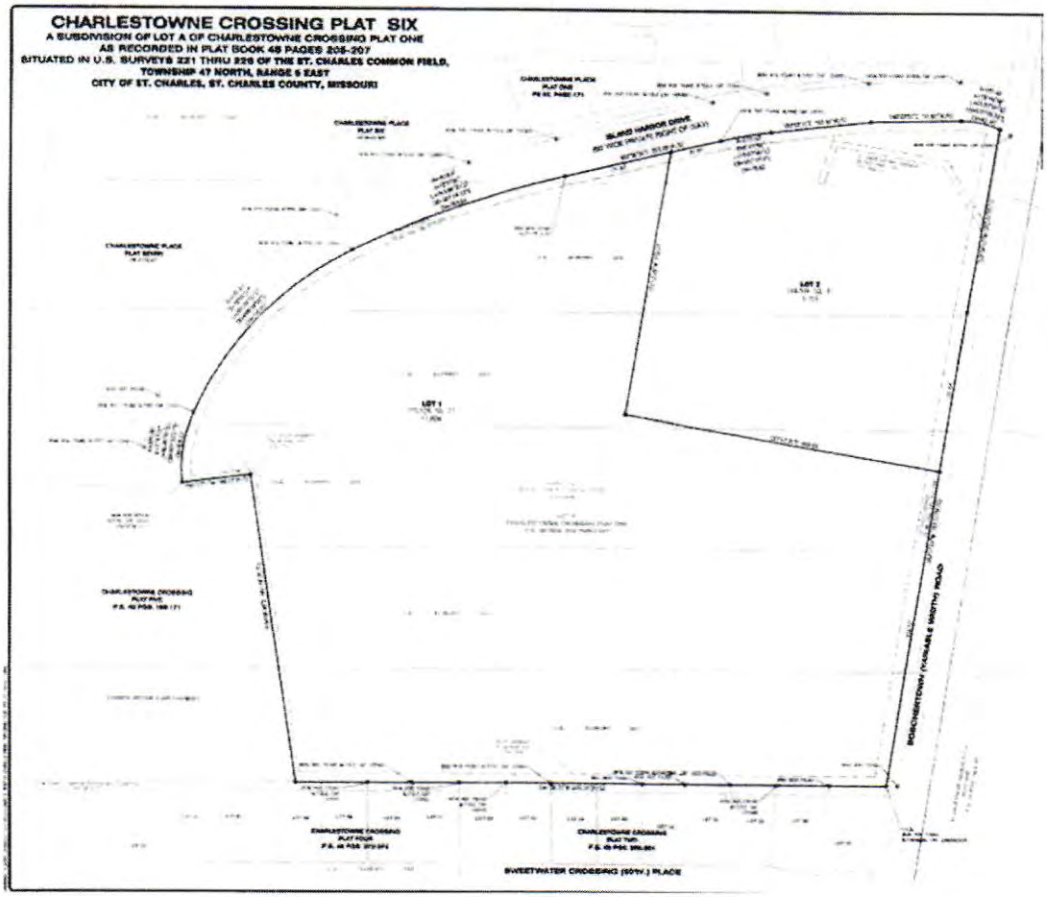
THENCE ALONG SAID NORTHEAST LINE, SOUTH 37 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 498.66 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF THE AFOREMENTIONED BOSCHERTOWN ROAD;

THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE, SOUTH 52 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 502.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 17.804 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF MARCH, 2021 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

## 5. District Boundary Map

**Map of District Boundary**



## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

**Attachments:**

- Financial Statement for the year ending December 31, 2024
- Resolutions adopted during the year ending December 31, 2024:
    - **Resolution 24-001,** Approving Certificate of Reimbursable Project Costs
    - **Resolution 24-002,** Approving Special Assessment for 2024
    - **Resolution 24-003,** Amending 2024 Budget and Approving 2025 Budget

## Charlestowne Crossing Villas Community Improvement District
## Annual Report of Financial Transactions
## For the Fiscal Year January 1, 2024 to December 31, 2024

**A. Beginning Balance** $ -

**B. Summary of Receipts**

| | | |
|---|---|---|
| CID Special Assessment | $ 66,412.93 | |
| Interest | $ 365.24 | |
| **Total Receipts** | | **$ 66,778.17** |

**C. Summary of Disbursements**

| | | |
|---|---|---|
| Insurance | $ - | |
| Administration | $ (5,000.00) | |
| Banking/Misc | $ - | |
| Total Disbursements | | $ (5,000.00) |

**D. Ending Balance** **$ 61,778.17**

**E. Summary of Ending Balance by Depository**

| | | |
|---|---|---|
| Depository Account | $ - | |
| | | **$ 61,778.17** |

**F. Statement of Indebtedness**

| | Outstanding on 01/01/2024 | Issued During FY 2024 | Retired During FY 2024 | Outstanding on 12/31/2024 |
|---|---|---|---|---|
| Certifcate No. 1 (Resolution 24-001) | $ - | $ 1,465,000.00 | $ - | $ 1,465,000.00 |

**G. Statement of Assessed Valuation and Tax Rates**

The Charlestowne Crossing Villas Community Improvement District imposes a CID Special Assessment of $1,400 per lot within the District. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

| Lot # | Assessor Number | Annual Assessment |
|---|---|---|
| 1 | T230500088 | $ 1,400.00 |
| 2 | T230500089 | $ 1,400.00 |
| 3 | T230500090 | $ 1,400.00 |
| 4 | T230500091 | $ 1,400.00 |
| 5 | T230500092 | $ 1,400.00 |
| 6 | T230500093 | $ 1,400.00 |
| 7 | T230500094 | $ 1,400.00 |
| 8 | T230500095 | $ 1,400.00 |
| 9 | T230500096 | $ 1,400.00 |
| 10 | T230500097 | $ 1,400.00 |
| 11 | T230500098 | $ 1,400.00 |
| 12 | T230500099 | $ 1,400.00 |
| 13 | T230500100 | $ 1,400.00 |
| 14 | T230500101 | $ 1,400.00 |
| 15 | T230500102 | $ 1,400.00 |
| 16 | T230500103 | $ 1,400.00 |
| 17 | T230500104 | $ 1,400.00 |
| 18 | T230500105 | $ 1,400.00 |
| 19 | T230500106 | $ 1,400.00 |
| 20 | T230500107 | $ 1,400.00 |
| 21 | T230500108 | $ 1,400.00 |
| 22 | T230500109 | $ 1,400.00 |
| 23 | T230500110 | $ 1,400.00 |
| 24 | T230500111 | $ 1,400.00 |
| 25 | T230500112 | $ 1,400.00 |
| 26 | T230500113 | $ 1,400.00 |
| 27 | T230500114 | $ 1,400.00 |
| 28 | T230500115 | $ 1,400.00 |
| 29 | T230500116 | $ 1,400.00 |
| 30 | T230500117 | $ 1,400.00 |
| 31 | T230500118 | $ 1,400.00 |
| 32 | T230500119 | $ 1,400.00 |
| 33 | T230500120 | $ 1,400.00 |
| 34 | T230500121 | $ 1,400.00 |
| 35 | T230500122 | $ 1,400.00 |
| 36 | T230500123 | $ 1,400.00 |
| 37 | T230500124 | $ 1,400.00 |
| 38 | T230500125 | $ 1,400.00 |
| 39 | T230500126 | $ 1,400.00 |
| 40 | T230500127 | $ 1,400.00 |
| 41 | T230500128 | $ 1,400.00 |
| 42 | T230500129 | $ 1,400.00 |
| 43 | T230500130 | $ 1,400.00 |
| 44 | T230500131 | $ 1,400.00 |
| 45 | T230500132 | $ 1,400.00 |
| 46 | T230500133 | $ 1,400.00 |
| 47 | T230500134 | $ 1,400.00 |
| 48 | T230500135 | $ 1,400.00 |

| | | | |
|---|---|---|---|
| 49 | T230500136 | $ | 1,400.00 |
| 50 | T230500137 | $ | 1,400.00 |
| 51 | T230500138 | $ | 1,400.00 |
| 52 | T230500139 | $ | 1,400.00 |
| 53 | T230500140 | $ | 1,400.00 |
| 54 | T230500141 | $ | 1,400.00 |
| 55 | T230500142 | $ | 1,400.00 |
| 56 | T230500143 | $ | 1,400.00 |
| 57 | T230500144 | $ | 1,400.00 |
| 58 | T230500145 | $ | 1,400.00 |
| 59 | T230500146 | $ | 1,400.00 |
| 60 | T230500147 | $ | 1,400.00 |
| 61 | T230500148 | $ | 1,400.00 |
| 62 | T230500149 | $ | 1,400.00 |
| 63 | T230500150 | $ | 1,400.00 |
| 64 | T230500151 | $ | 1,400.00 |
| 65 | T230500152 | $ | 1,400.00 |
| 66 | T230500153 | $ | 1,400.00 |
| 67 | T230500154 | $ | 1,400.00 |
| 68 | T230500155 | $ | 1,400.00 |
| 69 | T230500156 | $ | 1,400.00 |
| 70 | T230500157 | $ | 1,400.00 |
| 71 | T230500158 | $ | 1,400.00 |
| 72 | T230500159 | $ | 1,400.00 |
| 73 | T230500160 | $ | 1,400.00 |
| | | | **$102,200.00** |

**RESOLUTION NO. 24-001**

**A RESOLUTION OF THE CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT APPROVING A CERTIFICATE OF REIMBURSABLE PROJECT COSTS IN THE AMOUNT OF $1,465,000.00; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, on December 7, 2021, 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 Charlestowne Crossing Villas Community Improvement District (the ***"District"***) was formed by Ordinance No. 21-198 of City of St. Charles, Missouri (the ***"County"***); and

**WHEREAS**, the District is a political subdivision of the State of Missouri formed for the purpose of undertaking certain public improvements within the boundaries of the District (the ***"CID Project"***); and

**WHEREAS**, pursuant to the CID Ordinance, the CID is authorized to impose a special assessment on the real property located in the CID (the ***"Special Assessment"***) in accordance with Section 67.1521 of the CID Act; and

**WHEREAS**, on February 11, 2021, pursuant to Section 67.1521 of the CID Act, the District's Board of Directors approved Resolution No. 22-006, authorizing the District to levy the Special Assessment; and

**WHEREAS**, Charlestowne Crossing, LLC has submitted to the District evidence of its compliance with the District's bidding and contracting guidelines in connection with the CID Project, and the District desires to confirm that Charlestowne Crossing, LLC. has complied with said bidding and contracting guidelines with respect to the portion of the CID Project to which Certificate of Reimbursable Project Costs relates; and

**WHEREAS**, the Board of Directors of the District desires to approve the verified Reimbursable Project Costs contained in the Certificate of Reimbursable Project Costs and to pay such amounts identified therein out of District Revenues in accordance with the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMNET DISTRICT, AS FOLLOWS:**

**Section 1. Approval of Certificate of Reimbursable Project Costs.** The District's Board of Directors hereby approves the Certificate of Reimbursable Project Costs in the amount of $1,465,000.00 as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 2. Execution of the Certificate of Reimbursable Project Costs.** The Chair or Vice Chair of the District is hereby authorized and directed to execute and deliver the Certificate of Reimbursable Project Costs for and on behalf of and as the act and deed of the District. The Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to the Certificate of Reimbursable Project Costs, if necessary.

**Section 3. Payment of Reimbursable Project Costs.** The District shall reimburse the Developer for verified Reimbursable Project Costs related to the Certificates, as permitted under the CID Act.

**Section 4. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 5. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, 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 Certificate of Reimbursable Project Costs.

**Section 6. Severability.** 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 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 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 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

*(The remainder of this page is intentionally left blank.)*

Passed this 29th day of February, 2024.

I, the undersigned, Chair of the Charlestowne Crossing Villas Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on February 29, 2024.

Charlestowne Crossing Villas Community Improvement District
State of Missouri

**CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 29th day of February, 2024.

ATTEST:

[redacted]

**EXHIBIT A**

**CERTIFICATE OF REIMBURSABLE PROJECT COSTS**

(Attached hereto.)

**EXHIBIT C**

**CERTIFICATE OF REIMBURSABLE PROJECT COSTS**

To: City Director of Finance, City of St. Charles, Missouri
Chairman, Charlestowne Crossing Villas Community Improvement District

Re: Certificate of Reimbursable Project Costs

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of _____, 2022 (the "Agreement") among the City of St. Charles, Missouri (the "City"), the Charlestowne Crossing Villas Community Improvement District (the "Charlestowne Crossing Villas District") and CHARLESTOWNE CROSSING, LLC (the "Developer"). In connection with the Agreement, the Developer hereby states and certifies that:*

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the establishment of the District, the construction of the District Project, and/or the funding and financing of the District Project.

2. These Reimbursable Project Costs have been advanced, paid, incurred, or reimbursed by the Developer, and are reimbursable under the Agreement and the CID Act.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the District Sales Tax, and no part thereof has been included in any other certificate previously filed with the District.

4. To the extent any item on **Schedule 1** pertains to the construction of the District Project, there has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. To the extent any item on **Schedule 1** pertains to the construction of the District Project, all necessary permits and approvals required for the work included in this request have been issued and are in full force and effect.

6. To the extent any item on **Schedule 1** pertains to the construction of the District Project, all work for which payment or reimbursement is included in this request has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this 18 day of JUNE, 2022

**CHARLESTOWNE CROSSING, LLC**
a Missouri limited liability company

[redacted]

Submitted for Payment this 9TH day of MAY, 2022

[redacted]RI

[redacted] MAYOR DANIEL J. BORGMEYER

Approved for Payment this _____ day of _____, 20__

[redacted]

**CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

Accepted for Payment this 9TH day of MAY, 2022

## SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

**Itemization of Reimbursable Expenses**

| DATE | Tracking No. | Compnay Name | Invoice Number | Amount Paid | Reimbursement Category | Check Number or ORT |
|---|---|---|---|---|---|---|
| 06/18/2021 | 1 | Cole & Associates, Inc | 44983 | 11,946.20 | 7 | 22143 |
| 06/18/2021 | 1 | Cole & Associates, Inc | 44983 | 7,600.00 | 7 | 22143 |
| 06/22/2021 | 2 | Smith Amundsen | 649458 | 884.50 | 7 | 22149 |
| 07/01/2021 | 3 | Cole & Associates, Inc | 44690 | 3,900.00 | 7 | 22068 |
| 07/01/2021 | 3 | Cole & Associates, Inc | 44690 | 7,800.00 | 7 | 22068 |
| 07/01/2021 | 3 | Cole & Associates, Inc | 44690 | 6,480.00 | 7 | 22068 |
| 07/01/2021 | 4 | City of St. Charles | Site Plan Fee | 50.00 | 7 | 22081 |
| 07/01/2021 | 5 | City of St. Charles | CTPVillas | 85.00 | 7 | 22082 |
| 07/01/2021 | 6 | Cole & Associates, Inc | 44817 | 7,060.59 | 7 | 22119 |
| 07/01/2021 | 7 | Smith Amundsen | 643566 | 457.50 | 7 | 22141 |
| 07/16/2021 | 8 | Cole & Associates, Inc | 45123 | 36,436.00 | 7 | 22159 |
| 07/16/2021 | 9 | SCI Engineering | 176846 | 8,500.00 | 7 | 22170 |
| 07/16/2021 | 10 | TJs Lawn Service | 6462 | 1,350.00 | Misc | 22172 |
| 07/19/2021 | 11 | Smith Amundsen | 651821 | 244.00 | 7 | 22174 |
| 08/11/2021 | 12 | Recorder Of Deeds (St. Charles County) | 40099488 | 136.00 | 7 | 1064 |
| 08/20/2021 | 13 | Cole & Associates, Inc | 45262 | 2,584.00 | 7 | 22205 |
| 08/20/2021 | 13 | Cole & Associates, Inc | 45262 | 8,960.00 | 7 | 22205 |
| 08/20/2021 | 13 | Cole & Associates, Inc | 45262 | 240.00 | 7 | 22205 |
| 08/20/2021 | 13 | Cole & Associates, Inc | 45262 | 842.74 | 7 | 22205 |
| 08/31/2021 | 14 | MO Dept of Natural Resources | CTL Permit | 300.00 | 7 | 22210 |
| 09/13/2021 | 15 | City of St. Charles | CTV Inspection | 1,089.00 | 7 | 22219 |
| 09/13/2021 | 16 | City of St. Charles | CTV Sanitry | 1,295.00 | 7 | 22220 |
| 09/13/2021 | 17 | City of St. Charles | CTV Storm | 700.00 | 7 | 22221 |
| 09/13/2021 | 18 | City of St. Charles | CV Water | 730.00 | 7 | 22222 |
| 09/21/2021 | 19 | Cole & Associates, Inc | 45428 | 18,090.27 | 7 | ORT |
| 09/27/2021 | 20 | Smith Amundsen | 657933 | 2,074.00 | 7 | 22238 |
| 10/22/2021 | 21 | Cole & Associates, Inc | 45576 | 4,000.00 | 7 | ORT |
| 10/22/2021 | 21 | Cole & Associates, Inc | 45576 | 800.00 | 7 | ORT |
| 10/22/2021 | 21 | Cole & Associates, Inc | 45576 | 86.36 | Misc | ORT |
| 10/22/2021 | 22 | S&S Utility Contracting Co Inc | 74 | 46,410.90 | 3 | ORT |
| 10/22/2021 | 22 | S&S Utility Contracting Co Inc | 74 | 51,072.45 | 3 | ORT |
| 10/22/2021 | 23 | SCI Engineering | 179329 | 1,738.00 | 2 | ORT |
| 11/18/2021 | 24 | Smith Amundsen | 660806 | 3,568.50 | 7 | 22274 |
| 11/18/2021 | 24 | Smith Amundsen | 660809 | 274.50 | 7 | 22274 |
| 11/18/2021 | 25 | Cole & Associates, Inc | 45576-1 | 16,200.00 | 7 | ORT |
| 11/18/2021 | 25 | Cole & Associates, Inc | 45748 | 3,097.00 | 7 | ORT |
| 11/18/2021 | 25 | Cole & Associates, Inc | 45748 | 1,200.00 | 7 | ORT |
| 11/18/2021 | 26 | Karrenbrock Excavating LLC | 10019 | 14,220.00 | 2 | ORT |
| 11/18/2021 | 26 | Karrenbrock Excavating LLC | 9918 | 85,000.00 | 2 | ORT |
| 11/18/2021 | 27 | SCI Engineering | 179097 | 1,309.60 | 2 | ORT |
| 11/30/2021 | 28 | Smith Amundsen | 662973 | 3,425.50 | 7 | 22287 |
| 12/17/2021 | 29 | Smith Amundsen | 665298 | 3,005.80 | 7 | 22325 |
| 12/20/2021 | 30 | SCI Engineering | 179626 | 1,561.40 | 2 | ORT |
| 12/20/2021 | 30 | SCI Engineering | 181085 | 1,462.40 | 2 | ORT |
| 01/19/2022 | 31 | Cole & Associates, Inc | 46063 | 2,119.00 | 7 | ORT |
| 01/19/2022 | 31 | Cole & Associates, Inc | 46063 | 264.00 | 7 | ORT |
| 01/19/2022 | 31 | Cole & Associates, Inc | 46063 | 2,440.00 | 7 | ORT |
| 01/19/2022 | 31 | Cole & Associates, Inc | 46063 | 8.12 | 7 | ORT |
| 01/19/2022 | 31 | Cole & Associates, Inc | 46063 | 277.50 | 7 | ORT |
| 01/19/2022 | 32 | Compliance Solutions Inc | 1861 | 500.00 | 4 | ORT |
| 01/19/2022 | 33 | S&S Utility Contracting Co Inc | 102 | 96,749.42 | 3 | ORT |
| 01/19/2022 | 33 | S&S Utility Contracting Co Inc | 102 | 700.00 | 4 | ORT |
| 01/19/2022 | 34 | SCI Engineering | 181251 | 1,537.90 | 2 | ORT |
| 01/19/2022 | 34 | SCI Engineering | 181595 | 837.80 | 2 | ORT |
| 02/22/2022 | 35 | Smith Amundsen | 668649 | 641.00 | 7 | 22436 |
| 02/22/2022 | 35 | Smith Amundsen | 670956 | 1,858.50 | 7 | 22436 |
| 02/23/2022 | 36 | Cole & Associates, Inc | 45912 | 3,912.00 | 7 | ORT |
| 02/23/2022 | 36 | Cole & Associates, Inc | 45912 | 2,640.00 | 7 | ORT |
| 02/23/2022 | 36 | Cole & Associates, Inc | 45912 | 8.12 | 7 | ORT |
| 02/23/2022 | 36 | Cole & Associates, Inc | 46204 | 815.00 | 7 | ORT |
| 02/23/2022 | 36 | Cole & Associates, Inc | 46204 | 380.00 | 7 | ORT |
| 02/23/2022 | 36 | Cole & Associates, Inc | 46204 | 372.00 | 7 | ORT |
| 02/23/2022 | 36 | Cole & Associates, Inc | 46204 | 1,705.00 | 7 | ORT |
| 02/23/2022 | 36 | Cole & Associates, Inc | 45912 | 240.00 | 7 | ORT |
| 02/23/2022 | 37 | Compliance Solutions Inc | 1886 | 500.00 | 4 | ORT |
| 02/23/2022 | 38 | S&S Utility Contracting Co Inc | 104 | 111,116.19 | 3 | ORT |
| 02/23/2022 | 38 | S&S Utility Contracting Co Inc | 104 | 11,688.32 | 4 | ORT |
| 02/23/2022 | 39 | SCI Engineering | 181992 | 1,674.10 | 2 | ORT |
| 03/16/2022 | 40 | Cole & Associates, Inc | 46350 | 1,404.00 | 7 | ORT |
| 03/16/2022 | 40 | Cole & Associates, Inc | 46350 | 920.00 | 7 | ORT |
| 03/16/2022 | 40 | Cole & Associates, Inc | 46350 | 842.74 | 4 | ORT |
| 03/16/2022 | 41 | Compliance Solutions Inc | 1914 | 400.00 | 4 | ORT |
| 03/16/2022 | 42 | S&S Utility Contracting Co Inc | 109 | 22,475.59 | 3 | ORT |

| | | | | | | |
|---|---|---|---|---|---|---|
| 03/16/2022 | 42 | S&S Utility Contracting Co Inc | 109 | 56,667.39 | 4 | ORT |
| 03/16/2022 | 43 | SCI Engineering | 181827 | 2,156.60 | 2 | ORT |
| 03/16/2022 | 43 | SCI Engineering | 182382 | 1,324.60 | 2 | ORT |
| 03/16/2022 | 43 | SCI Engineering | 182830 | 1,185.00 | 2 | ORT |
| 03/23/2022 | 44 | Smith Amundsen | 673872 | 8,221.50 | 7 | 22463 |
| 04/01/2022 | 45 | St. Charles County | CTV Fee | 800.00 | 7 | 22468 |
| 04/19/2022 | 46 | Smith Amundsen | 675294 | 3,213.00 | 7 | 22487 |
| 04/28/2022 | 47 | Cole & Associates, Inc | 465145 | 146.70 | 7 | ORT |
| 04/28/2022 | 47 | Cole & Associates, Inc | 465145 | 1,320.00 | 7 | ORT |
| 04/28/2022 | 47 | Cole & Associates, Inc | 465145 | 2,692.50 | 7 | ORT |
| 04/28/2022 | 48 | Compliance Solutions Inc | 1929 | 600.00 | 4 | ORT |
| 04/28/2022 | 49 | S&S Utility Contracting Co Inc | 116 | 40,396.86 | 4 | ORT |
| 04/28/2022 | 49 | S&S Utility Contracting Co Inc | 116 | 18,328.59 | 3 | ORT |
| 04/28/2022 | 50 | SCI Engineering | 183412 | 991.90 | 2 | ORT |
| 05/09/2022 | 51 | Keeven Brothers | 070-01 | 157.89 | 3 | CC |
| 05/10/2022 | 52 | Farmers Co-Op | 127315 | 75.57 | 4 | 22498 |
| 05/17/2022 | 53 | Cole & Associates, Inc | 46783 | 185.82 | 7 | ORT |
| 05/17/2022 | 53 | Cole & Associates, Inc | 46783 | 370.80 | 7 | ORT |
| 05/17/2022 | 53 | Cole & Associates, Inc | 46783 | 4,327.23 | 7 | ORT |
| 05/17/2022 | 54 | Compliance Solutions Inc | 1957 | 500.00 | 4 | ORT |
| 05/17/2022 | 55 | S&S Utility Contracting Co Inc | 127 | 3,012.05 | 3 | ORT |
| 05/17/2022 | 55 | S&S Utility Contracting Co Inc | 127 | 108,259.91 | 4 | ORT |
| 05/18/2022 | 56 | Smith Amundsen | 678833 | 2,370.00 | 7 | 22512 |
| 06/14/2022 | 57 | St. Charles Recorder of Deeds | 40164326 | 330.00 | 7 | 1079 |
| 06/16/2022 | 58 | Smith Amundsen | 681585 | 2,142.00 | 7 | 22534 |
| 06/23/2022 | 59 | Bridge Tower OpCo LLC | 745438270 | 459.00 | 7 | 22540 |
| 06/27/2022 | 60 | Cole & Associates, Inc | 46940 | 278.73 | 7 | ORT |
| 06/27/2022 | 60 | Cole & Associates, Inc | 46940 | 5,768.00 | 7 | ORT |
| 06/27/2022 | 61 | Compliance Solutions Inc | 1991 | 700.00 | 4 | ORT |
| 06/27/2022 | 62 | Karrenbrock Excavating LLC | 25448 | 260,165.00 | 6 | ORT |
| 06/27/2022 | 63 | S&S Utility Contracting Co Inc | 140 | 59,849.18 | 3 | ORT |
| 06/27/2022 | 63 | S&S Utility Contracting Co Inc | 140 | 50,202.25 | 3 | ORT |
| 06/27/2022 | 64 | SCI Engineering | 184669 | 3,830.35 | 2 | ORT |
| 06/27/2022 | 64 | SCI Engineering | 184910 | 1,665.50 | 2 | ORT |
| 07/06/2022 | 65 | Bob Christopher | 223371 | 465.00 | 3 | 22543 |
| 07/06/2022 | 66 | Lowes | 349733348 | 86.04 | 3 | CC |
| 07/18/2022 | 67 | Banacom Instant | 22/73329 | 1,464.88 | 6 | 22553 |
| 07/18/2022 | 68 | Farmers Co-Op | 134276 | 145.73 | 4 | 22557 |
| 07/18/2022 | 69 | Hughes Custom Homes | 1011630 | 1,798.00 | 6 | 22558 |
| 07/18/2022 | 70 | Smith Amundsen | 683404 | 3,729.00 | 7 | 22560 |
| 07/18/2022 | 71 | Cole & Associates, Inc | 47052 | 1,295.85 | 7 | ORT |
| 07/18/2022 | 71 | Cole & Associates, Inc | 47052 | 832.80 | 7 | ORT |
| 07/18/2022 | 71 | Cole & Associates, Inc | 47052 | 6,708.00 | 7 | ORT |
| 07/18/2022 | 72 | Compliance Solutions Inc | 2026 | 400.00 | 4 | ORT |
| 07/18/2022 | 73 | S&S Utility Contracting Co Inc | 143 | 44,525.85 | 3 | ORT |
| 07/29/2022 | 74 | Recorder Of Deeds (St. Charles County) | 40171913 | 407.00 | 7 | 1080 |
| 08/18/2022 | 75 | PreSign LLC | 1802 | 173.64 | 6 | 22590 |
| 08/18/2022 | 76 | Smith Amundsen | 686103 | 3,233.50 | 7 | 22591 |
| 08/23/2022 | 77 | Cole & Associates, Inc | 47206 | 1,388.76 | 7 | ORT |
| 08/23/2022 | 77 | Cole & Associates, Inc | 47206 | 264.00 | 7 | ORT |
| 08/23/2022 | 78 | Compliance Solutions Inc | 2040 | 500.00 | 4 | ORT |
| 08/23/2022 | 79 | Flynn Drilling | 28758 | 32,584.88 | 3 | ORT |
| 08/23/2022 | 80 | Karrenbrock Excavating LLC | 11156 | 19,550.00 | 2 | ORT |
| 08/23/2022 | 81 | M.R. Bathe Electric | 172389 | 19,043.00 | 3 | ORT |
| 08/23/2022 | 82 | S&S Utility Contracting Co Inc | 157 | 30,743.00 | 5 | ORT |
| 09/13/2022 | 83 | B&W Foundations | 41623 | 247.50 | 6 | ORT |
| 09/13/2022 | 84 | B Green Plumbing & Construction | 5104 | 5,500.00 | 6 | ORT |
| 09/13/2022 | 85 | Cole & Associates, Inc | 47365 | 2,040.00 | 7 | ORT |
| 09/13/2022 | 85 | Cole & Associates, Inc | 47365 | 836.00 | 7 | ORT |
| 09/13/2022 | 86 | Karrenbrock Excavating LLC | 11412 | 3,960.00 | 4 | ORT |
| 09/13/2022 | 87 | Lampkin Masonry | 11383 | 2,950.00 | 6 | ORT |
| 09/14/2022 | 88 | Compliance Solutions Inc | 2085 | 600.00 | 4 | ORT |
| 09/26/2022 | 89 | Mailboxes.com | MB-239490 | 11,999.00 | 6 | CC |
| 10/19/2022 | 90 | Smith Amundsen | 688422 | 346.50 | 7 | 22631 |
| 10/24/2022 | 91 | A. Waldbart & Sons | 61071 | 723.30 | 6 | ORT |
| 10/24/2022 | 91 | A. Waldbart & Sons | 61072 | 7,491.38 | 6 | ORT |
| 10/24/2022 | 91 | A. Waldbart & Sons | 61073 | 6,716.41 | 6 | ORT |
| 10/24/2022 | 92 | Cole & Associates, Inc | 41507 | 1,276.00 | 7 | ORT |
| 10/24/2022 | 93 | Compliance Solutions Inc | 2113 | 400.00 | 4 | ORT |
| 10/24/2022 | 94 | Custom Design Fence | 2022084 | 1,465.00 | 6 | ORT |
| 10/24/2022 | 95 | Karrenbrock Excavating LLC | 27003 | 26,550.00 | 6 | ORT |
| 10/24/2022 | 95 | Karrenbrock Excavating LLC | 27003 | 5,735.00 | 6 | ORT |
| 10/24/2022 | 96 | Karrenbrock Excavating LLC | 11502 | 935.00 | 3 | ORT |
| 10/24/2022 | 97 | PreSign LLC | 2088 | 210.00 | 6 | ORT |
| 10/24/2022 | 97 | PreSign LLC | 2089 | 830.00 | 6 | ORT |
| 10/24/2022 | 98 | S&S Utility Contracting Co Inc | 144 | 31,445.50 | 5 | ORT |

| | | | | | | |
|---|---|---|---|---|---|---|
| 11/11/2022 | 99 | Big Toys | 2301617-P | 1,565.07 | 6 | ORT |
| 11/14/2022 | 100 | Smith Amundsen | 692757 | 157.50 | 7 | 22649 |
| 11/21/2022 | 101 | Cole & Associates, Inc | 47758 | 3,061.14 | 7 | ORT |
| 11/21/2022 | 101 | Cole & Associates, Inc | 47758 | 5,996.40 | 7 | ORT |
| 11/21/2022 | 101 | Cole & Associates, Inc | 47758 | 4,748.00 | 7 | ORT |
| 11/21/2022 | 102 | Compliance Solutions Inc | 2145 | 500.00 | 4 | ORT |
| 11/21/2022 | 103 | G&P Concrete | 3047 | 6,327.51 | 6 | ORT |
| 12/19/2022 | 104 | Lowes | 362068009 | 35.20 | 6 | CC |
| 12/19/2022 | 105 | Compliance Solutions Inc | 2173 | 400.00 | 4 | 22683 |
| 12/19/2022 | 106 | Houska Inc | 11448 | 13,555.00 | 4 | 22686 |
| 12/20/2022 | 107 | Banacom Instant Signs | 22/73769 | 436.12 | 6 | 22690 |
| 02/16/2023 | 108 | Joerling Bros. Trucking Inc. | 15990 | 281.88 | 6 | 22738 |
| 02/16/2023 | 109 | Karrenbrock Excavating LLC | 28606 | 2,696.00 | 6 | 22739 |
| 02/16/2023 | 110 | S&S Utility Contracting Co Inc | 198 | 12,938.37 | 3 | 22740 |
| 02/16/2023 | 110 | S&S Utility Contracting Co Inc | 198 | 3,288.36 | 3 | 22740 |
| 02/16/2023 | 110 | S&S Utility Contracting Co Inc | 198 | 4,785.83 | 3 | 22740 |
| 03/17/2023 | 111 | Karrenbrock Excavating LLC | 29106 | 1,020.00 | 6 | 22755 |
| 04/27/2023 | 112 | Amundsen Davis | 727191 | 165.00 | 7 | 22879 |
| 07/06/2023 | 113 | Amundsen Davis | 720178 | 99.00 | 7 | 22849 |
| 08/17/2023 | 114 | Amundsen Davis | 711571 | 165.00 | 7 | 22792 |
| 08/24/2023 | 115 | Cole & Associates, Inc | 48926 | 720.00 | 6 | 22893 |
| 08/24/2023 | 116 | Recorder Of Deeds (St. Charles County) | 40229465 | 31.00 | Misc | 1087 |
| | | TOTAL TO DATE PROJECT COST | | **1,624,555.33** | | |

## Charlestowne Meadows CID Expenses

| **Certificate of Reimbursable Project Costs** | **Total Costs** | **Eligible Costs** |
|---|---|---|
| Category 2 - Grading | $ 140,045.15 | $ 99,220.00 |
| Category 3 - Sanitary/Water | $ 578,026.84 | $ 502,319.00 |
| Category 4 - Stormwater | $ 242,291.52 | $ 208,943.00 |
| Category 5 - Electric/Lighting | $ 62,188.50 | $ 20,000.00 |
| Category 6 - ROW Improvements | $ 347,100.89 | $ 182,336.00 |
| Category 7 - Professional Fees | $ 253,435.07 | $ 210,000.00 |
| Misc | $ 1,467.36 | $ 242,182.00 |
| **Certificate of Reimbursable Projects Costs Total** | **$ 1,624,555.33** | **$ 1,465,000.00** |

| | |
|---|---|
| **Certificate of Reimbursable Project Costs Submitted** | **$ 1,624,555.33** |
| **Certificate of Reimbursable Project Costs Eligible** | **$ 1,465,000.00** |
| **Amount Not Able to be Reimbursed** | **$ 159,555.33** |

**RESOLUTION NO. 24-002**

**A RESOLUTION OF CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT APPROVING THE SPECIAL ASSESSMENT ROLL FOR 2024 FOR THE SPECIAL ASSESSMENT AUTHORIZED BY RESOLUTION NO. 22-006; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**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 Charlestowne Crossing Villas Community Improvement District (the "District") was formed by Ordinance No. 21-198 of the City of St. Charles, Missouri (the "City") adopted on December 7, 2021 (the "Ordinance"), for the purpose of undertaking certain improvements within the boundaries of the District (the "CID Project"); and

**WHEREAS**, pursuant to the Ordinance and Section 67.1521 of the CID Act, the Board of Directors of the District adopted Resolution No. 22-006 (the "Special Assessment Resolution"), imposing a special assessment against real property within the CID and providing a procedure for the levy and collection of the Special Assessment, which, and (b) per capita of all real property within the District (the ***"Petitioners"***); and

**WHEREAS**, the Petitioners filed a Petition for the Imposition of a Special Assessment with the District (the ***"Assessment Petition"***), attached hereto and incorporated herein as **Exhibit A**, requesting that the special assessment described therein be levied against the real property within the boundaries of the District (the ***"CID Special Assessment"***); and

**WHEREAS**, the District has reviewed the Assessment Petition and determined that it is in the best interest of the District to levy the CID Special Assessment against the real property benefited within the boundaries of the District pursuant to the terms of the Assessment Petition and the Development Agreement for the purpose of providing, among other things, the construction and installation of the following public improvements: lawns, trees, and other landscape, sidewalks, streets, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements, streetscape, and lighting within the proposed District, and undertaking the construction of any other useful, necessary, or desired improvements within the District;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1. Levy of the CID Special Assessment.** The Board of Directors of the District hereby levies the CID Special Assessment against the real property within the boundaries of the CID pursuant to Section 67.1521 of the CID Act and to the terms of the Assessment Petition set forth as **Exhibit A**, attached hereto and incorporated herein by reference, which CID Special Assessment shall terminate no later than thirty years after creation, December 7, 2048.

**Section 2. Initial CID Special Assessment.** The District shall levy an initial CID Special Assessment in the amount of $1,400 on each residential tax parcel within the District after the initial issuance of an occupancy permit after completion of a dwelling unit (or equivalent documentation indicating a dwelling unit is ready for occupancy) for such residential tax parcel (the ***"Residential Class"***) as more particularly described in Section 5 below.

**Section 3. Annual Rate of CID Special Assessment.** The District shall levy a CID Special Assessment annually thereafter on all Residential Class lots, in the amount of $1,400.

**Section 4. CID Special Assessment Roll.** The District shall maintain a CID Special Assessment Roll, listing all Residential class lots, in a form substantially similar to the attached Exhibit B, attached hereto and made a part hereof for all purposes. The CID Special Assessment shall be levied annually on all Residential Class lots listed on the CID Special Assessment Roll.

**Section 5. Annual Calculation and Payment of CID Special Assessment.** During each calendar year that the CID Special Assessment is in effect, any residential tax parcel having been issued an initial occupancy permit prior to July 31 of such calendar year shall be assessed the annual rate of CID Special Assessment as given in Section 2 of this Resolution and added to the CID Special Assessment Roll. The annual CID Special Assessment Roll of Residential Class lots shall be provided by the District to the St. Charles County Collector of Revenue on or before September 1 of each year. Payments of Annual CID Special Assessments shall be due and payable on or before December 31 of each year.

**Section 6. Further Authority**. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, 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 Resolution.

**Section 7. Severability**. 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 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 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 8. Governing Law**. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 9. Effective Date**. This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

*(The remainder of this page is intentionally left blank.)*

Passed this 29th day of February, 2024.

I, the undersigned, Chair of Charlestowne Crossing Villas Community Improvement District, hereby certify that the foregoing Resolutions were duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on February 29, 2024.




**CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 29th day of February, 2024.

ATTEST:

[redacted]

**EXHIBIT A**

**PETITION FOR LEVYING SPECIAL ASSESSMENT**

**EXHIBIT B**

**ASSESSMENT ROLL**

# CHARLESTOWNE MEADOWS

| Class | Annual Assessment |
|---|---|
| All | $1,400 |

Tan Highlight-to be sent to County/Hughes began in 2023

Burnt Orange Highlight-to be sent to County/Hughes to add for 2024 tax bills

## Homeowner Closings - CID

| Address | Lot # | Annual Assessment | PIN | Assessor Number | Lot Status | SO Closed Date | Buyer1 | Buyer2 |
|---|---|---|---|---|---|---|---|---|
| 340 Crestfield Court | 1 | $1,400.00 | 5-116B-D247-00-0001.0000000 | T230500088 | Closed | 8/9/2023 | Rudge Gilman | |
| 336 Crestfield Court | 2 | $1,400.00 | 5-116B-D247-00-0002.0000000 | T230500089 | Closed | 1/17/2024 | Marco Marmo | |
| 332 Crestfield Court | 3 | $1,400.00 | 5-116B-D247-00-0003.0000000 | T230500090 | Closed | 9/5/2023 | Erica Taylor | Tanisha Taylor |
| 328 Crestfield Court | 4 | $1,400.00 | 5-116B-D247-00-0004.0000000 | T230500091 | Closed | 1/24/2024 | Spencer Gross | |
| 324 Crestfield Court | 5 | $1,400.00 | 5-116B-D247-00-0005.0000000 | T230500092 | | | | |
| 320 Crestfield Court | 6 | $1,400.00 | 5-116B-D247-00-0006.0000000 | T230500093 | | | | |
| 316 Crestfield Court | 7 | $1,400.00 | 5-116B-D247-00-0007.0000000 | T230500094 | | | | |
| 312 Crestfield Court | 8 | $1,400.00 | 5-116B-D247-00-0008.0000000 | T230500095 | Closed | 9/29/2023 | Yashwanth Manchikatla | Sindhuja Gudelli |
| 308 Crestfield Court | 9 | $1,400.00 | 5-116B-D247-00-0009.0000000 | T230500096 | Closed | 11/2/2023 | Mark Burns | Lindsay Burns |
| 304 Crestfield Court | 10 | $1,400.00 | 5-116B-D247-00-0010.0000000 | T230500097 | Closed | 8/7/2023 | Alex Webson | |
| 300 Crestfield Court | 11 | $1,400.00 | 5-116B-D247-00-0011.0000000 | T230500098 | Closed | 5/30/2023 | Marc E. Williams | Pamela M. Williams |
| 296 Crestfield Court | 12 | $1,400.00 | 5-116B-D247-00-0012.0000000 | T230500099 | Closed | 9/27/2023 | Bharath Atkuri | Sri Geethambika Merla |
| 292 Crestfield Court | 13 | $1,400.00 | 5-116B-D247-00-0013.0000000 | T230500100 | | | | |
| 288 Crestfield Court | 14 | $1,400.00 | 5-116B-D247-00-0014.0000000 | T230500101 | Closed | 1/26/2024 | Akash Kotagiri | Meghana Dimera |
| 284 Crestfield Court | 15 | $1,400.00 | 5-116B-D247-00-0015.0000000 | T230500102 | Closed | 9/18/2023 | Lisa Richardson | Amos Udofia |
| 280 Crestfield Court | 16 | $1,400.00 | 5-116B-D247-00-0016.0000000 | T230500103 | Closed | 10/31/2023 | Carl Sansone | Marsha M. Sansone |
| 276 Crestfield Court | 17 | $1,400.00 | 5-116B-D247-00-0017.0000000 | T230500104 | Closed | 8/31/2023 | Gokul Panneerselvam | Rajasurya Ghanavelu |
| 272 Crestfield Court | 18 | $1,400.00 | 5-116B-D247-00-0018.0000000 | T230500105 | Closed | 10/13/2023 | Som Rijal | Anjila Bhatta |
| 268 Crestfield Court | 19 | $1,400.00 | 5-116B-D247-00-0019.0000000 | T230500106 | Closed | 7/31/2023 | Paul Henson | |
| 264 Crestfield Court | 20 | $1,400.00 | 5-116B-D247-00-0020.0000000 | T230500107 | Closed | 11/20/2023 | Chandrasekhar Kolavapalli | Jammi Prasanthi Siracani |
| 260 Crestfield Court | 21 | $1,400.00 | 5-116B-D247-00-0021.0000000 | T230500108 | Closed | 9/8/2023 | Mary P. Alonzo | |
| 256 Crestfield Court | 22 | $1,400.00 | 5-116B-D247-00-0022.0000000 | T230500109 | Closed | 7/12/2023 | Adaobi Okoli | |
| 252 Crestfield Court | 23 | $1,400.00 | 5-116B-D247-00-0023.0000000 | T230500110 | Closed | 3/16/2023 | Victoria A. Hunn | Stephanie Poelker |
| 248 Crestfield Court | 24 | $1,400.00 | 5-116B-D247-00-0024.0000000 | T230500111 | Closed | 5/10/2023 | Hardi D. Shah | Dhruv M. Shah |
| 244 Crestfield Court | 25 | $1,400.00 | 5-116B-D247-00-0025.0000000 | T230500112 | Closed | 12/27/2022 | Chelsea Elliott | |
| 240 Crestfield Court | 26 | $1,400.00 | 5-116B-D247-00-0026.0000000 | T230500113 | Closed | 3/14/2023 | Eric Sohn | Shannon Sohn |
| 236 Crestfield Court | 27 | $1,400.00 | 5-116B-D247-00-0027.0000000 | T230500114 | Closed | 3/28/2023 | Catherine Mulcahy | Robert Mulcahy |
| 232 Crestfield Court | 28 | $1,400.00 | 5-116B-D247-00-0028.0000000 | T230500115 | Closed | 6/23/2023 | Stanton Murray | |
| 228 Crestfield Court | 29 | $1,400.00 | 5-116B-D247-00-0029.0000000 | T230500116 | Closed | 6/9/2023 | Daylen Brown | Whitney Brown |
| 224 Crestfield Court | 30 | $1,400.00 | 5-116B-D247-00-0030.0000000 | T230500117 | Closed | 12/23/2022 | Romanetta Merritt | |
| 220 Crestfield Court | 31 | $1,400.00 | 5-116B-D247-00-0031.0000000 | T230500118 | Closed | 5/31/2023 | Anthony Albers | Diawn Beach |
| 216 Crestfield Court | 32 | $1,400.00 | 5-116B-D247-00-0032.0000000 | T230500119 | Closed | 7/20/2023 | Hunter Roth | Caroline Roth |
| 212 Crestfield Court | 33 | $1,400.00 | 5-116B-D247-00-0033.0000000 | T230500120 | Closed | 4/18/2023 | Mary Taykowski | |
| 208 Crestfield Court | 34 | $1,400.00 | 5-116B-D247-00-0034.0000000 | T230500121 | Closed | 1/27/2023 | Steven Smith | |
| 204 Crestfield Court | 35 | $1,400.00 | 5-116B-D247-00-0035.0000000 | T230500122 | Closed | 7/13/2023 | Oscar Uko | Angelica Uko |
| 200 Crestfield Cout | 36 | $1,400.00 | 5-116B-D247-00-0036.0000000 | T230500123 | Closed | 7/21/2023 | Mitchell Frye | Erin Frye |
| 194 Crestfield Court | 37 | $1,400.00 | 5-116B-D247-00-0037.0000000 | T230500124 | Closed | 1/26/2023 | Germaine Stewart | |
| 190 Crestfield Court | 38 | $1,400.00 | 5-116B-D247-00-0038.0000000 | T230500125 | Closed | 4/3/2023 | Fannie McCoy | Romekia McCoy |
| 186 Crestfield Court | 39 | $1,400.00 | 5-116B-D247-00-0039.0000000 | T230500126 | Closed | 1/31/2023 | Curtis Parrish | Karen Parrish |
| 182 Crestfield Court | 40 | $1,400.00 | 5-116B-D247-00-0040.0000000 | T230500127 | Closed | 1/31/2023 | Jool Guest | Flora Lee Benson-Smooths |
| 178 Crestfield Court | 41 | $1,400.00 | 5-116B-D247-00-0041.0000000 | T230500128 | Closed | 6/30/2023 | Joe Lintzenich | |

# CHARLESTOWNE MEADOWS

| Class | Annual Assessment |
|---|---|
| All | $1,400 |
| Tan Highlight-to be sent to County/Hughes began in 2023 | |
| Burnt Orange Highlight-to be sent to County/Hughes to add for 2024 tax bills | |

## Homeowner Closings - CID

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 174 Crestfield Court | 42 | $1,400.00 | 5-1168-D247-00-0042.0000000 | T230500129 | Closed | 5/15/2023 | Nefra Moore | |
| 175 Crestfield Court | 43 | $1,400.00 | 5-1168-D247-00-0043.0000000 | T230500130 | Closed | 9/29/2023 | Tori R. Vaughn | |
| 179 Crestfield Court | 44 | $1,400.00 | 5-1168-D247-00-0044.0000000 | T230500131 | | | | |
| 191 Crestfield Court | 45 | $1,400.00 | 5-1168-D247-00-0045.0000000 | T230500132 | Closed | 10/30/2023 | Tiffany DeRousse | Derick DeRousse |
| 195 Crestfield Court | 46 | $1,400.00 | 5-1168-D247-00-0046.0000000 | T230500133 | Closed | 7/31/2023 | Joaedo Jin | Yeonmi Cheong |
| 199 Crestfield Court | 47 | $1,400.00 | 5-1168-D247-00-0047.0000000 | T230500134 | Closed | 10/25/2023 | Sai Sudhisa Baregada | Sridhar Vungarala |
| 203 Crestfield Court | 48 | $1,400.00 | 5-1168-D247-00-0048.0000000 | T230500135 | Closed | 11/30/2023 | Nicholas Pfaff | |
| 207 Crestfield Court | 49 | $1,400.00 | 5-1168-D247-00-0049.0000000 | T230500136 | | | | |
| 211 Crestfield Court | 50 | $1,400.00 | 5-1168-D247-00-0050.0000000 | T230500137 | Closed | 7/21/2023 | Henry Szarka | |
| 231 Crestfield Court | 51 | $1,400.00 | 5-1168-D247-00-0051.0000000 | T230500138 | Closed | 8/29/2023 | Samantha Abbott | |
| 235 Crestfield Court | 52 | $1,400.00 | 5-1168-D247-00-0052.0000000 | T230500139 | Closed | 3/17/2023 | Michele Pardo | |
| 239 Crestfield Court | 53 | $1,400.00 | 5-1168-D247-00-0053.0000000 | T230500140 | Closed | 6/20/2023 | Spencer Marsden | |
| 243 Crestfield Court | 54 | $1,400.00 | 5-1168-D247-00-0054.0000000 | T230500141 | Closed | 2/27/2023 | Rithvik Kanth Kantam | |
| 247 Crestfield Court | 55 | $1,400.00 | 5-1168-D247-00-0055.0000000 | T230500142 | Closed | 4/14/2023 | Michael Hardin | Maria Mays |
| 251 Crestfield Court | 56 | $1,400.00 | 5-1168-D247-00-0056.0000000 | T230500143 | | | | |
| 279 Crestfield Court | 57 | $1,400.00 | 5-1168-D247-00-0057.0000000 | T230500144 | Closed | 7/18/2023 | Rohan Aibara | |
| 283 Crestfield Court | 58 | $1,400.00 | 5-1168-D247-00-0058.0000000 | T230500145 | Closed | 10/31/2023 | Yujie Lin | Duanwu Lin |
| 287 Crestfield Court | 59 | $1,400.00 | 5-1168-D247-00-0059.0000000 | T230500146 | Closed | 1/9/2024 | Will Johnson | |
| 291 Crestfield Court | 60 | $1,400.00 | 5-1168-D247-00-0060.0000000 | T230500147 | Closed | 10/20/2023 | Anusha Prabhakar | |
| 295 Crestfield Court | 61 | $1,400.00 | 5-1168-D247-00-0061.0000000 | T230500148 | Closed | 9/29/2023 | Janet Frank | |
| 299 Crestfield Court | 62 | $1,400.00 | 5-1168-D247-00-0062.0000000 | T230500149 | Closed | 11/22/2023 | Alexis Mulvany | Donna J. Rose |
| 303 Crestfield Court | 63 | $1,400.00 | 5-1168-D247-00-0063.0000000 | T230500150 | | | | |
| 307 Crestfield Court | 64 | $1,400.00 | 5-1168-D247-00-0064.0000000 | T230500151 | Closed | 6/12/2023 | Sarah Schulte | Gregory Schulte |
| 311 Crestfield Court | 65 | $1,400.00 | 5-1168-D247-00-0065.0000000 | T230500152 | Closed | 9/26/2023 | Philana Pinto-Mckinnie | Thomas McKinnie |
| 315 Crestfield Court | 66 | $1,400.00 | 5-1168-D247-00-0066.0000000 | T230500153 | | | | |
| 319 Crestfield Court | 67 | $1,400.00 | 5-1168-D247-00-0067.0000000 | T230500154 | | | | |
| 323 Crestfield Court | 68 | $1,400.00 | 5-1168-D247-00-0068.0000000 | T230500155 | Closed | 8/30/2023 | Shyra L. Davis | |
| 327 Crestfield Court | 69 | $1,400.00 | 5-1168-D247-00-0069.0000000 | T230500156 | Closed | 11/8/2023 | Lisa Ramsay | |
| 331 Crestfield Court | 70 | $1,400.00 | 5-1168-D247-00-0070.0000000 | T230500157 | Closed | 12/14/2023 | Alexander Schumacher | Kassandra Kirk Schumacher |
| 335 Crestfield Court | 71 | $1,400.00 | 5-1168-D247-00-0071.0000000 | T230500158 | Closed | 10/16/2023 | Patrice Ousley | Lamar Ousley |
| 339 Crestfield Court | 72 | $1,400.00 | 5-1168-D247-00-0072.0000000 | T230500159 | Closed | 1/19/2024 | Brent Roberson | |
| 343 Crestfield Court | 73 | $1,400.00 | 5-1168-D247-00-0073.0000000 | T230500160 | Closed | 8/1/2023 | Zhihui Yan | |

#146571.9

**RESOLUTION NO. 24-003**

**A RESOLUTION OF THE CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT APPROVING A SECOND AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024; APPROVING AN AMENDED PRELIMINARY BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI, THE MISSOURI DEPARTMENT OF REVENUE, AND THE OFFICE OF MISSOURI STATE AUDITOR IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** on December 7, 2021 the City of St. Charles, Missouri (the "City") approved Ordinance No. 21-198 (the "Ordinance"), which established the Charlestowne Crossing Villas Community Improvement District (the "District") as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"); and

**WHEREAS,** Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

**WHEREAS,** Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget, provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

**WHEREAS,** Section 67.1471 of the CID Act requires that the District submit its proposed annual budget to the City of St. Charles, Missouri.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Second Amendment of the Annual Budget of the District for the Year Ending December 31, 2024.** The annual budget of the District for the year ending December 31, 2024, is hereby approved as set forth on **Exhibit A,** attached hereto and incorporated herein by reference.

**Section 2. Preliminary Budget of the District for the Year Ending December 31, 2025.** A preliminary budget of the District for the year ending December 31, 2025, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. In the event no comments are received from the City requiring adjustments, the preliminary budget shall become the final budget. The Board of Directors authorizes the District Administrator to adjust the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

**Section 3. District to Submit Preliminary Budget to City.** The District shall submit a copy of the preliminary budget to the City for its review and comment in accordance with the CID Act. If the District does not receive written comments from the City's on or before the date that is the later of 60 days prior to the first day of the year, or 30 days after submission of the proposed budget to the City, the proposed budget shall become the final budget.

**Section 4. Executive Director of the District to Forward Proposed Budget to Missouri Department of Revenue and Missouri State Auditor.** The District's Executive Director or his or her designee shall send a copy of the proposed budget of the District for the fiscal year ending December 31, 2024 to the Missouri Department of Revenue and the Office of the Missouri State Auditor in accordance with the CID Act.

**Section 5. Further Authority.** All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, 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.

**Section 6. Severability.** 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 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 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 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 29th day of February, 2024.

I, the undersigned, Chair of the Charlestowne Crossing Villas Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on February 29, 2024.

Charlestowne Crossing Villas Community Improvement District
State of Missouri

**CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 29th day of February, 2024.

ATTEST:

[redacted]

**EXHIBIT A**

# CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT

## SECOND AMENDED BUDGET YEAR ENDING DECEMBER 31, 2024

## PRELIMINARY BUDGET YEAR ENDING DECEMBER 31, 2025

**BOARD OF DIRECTORS**

**Jason Hughes, Chair**

**Courtney Hughes, Secretary/Treasurer**

**Bev Creason, Asst. Treasurer**

**Jack Hanff, Director**

**Shawn Luesse, Director**

**Laura Lashley, Assistant Secretary**

Development Dynamics
District Administrator

## BUDGET MESSAGE BY CHAIR JASON HUGHES

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 Charlestowne Crossing Villas Community Improvement District (the *"District"*) was formed by Ordinance No. 21-198 of the City of St. Charles, Missouri (the *"City"*) passed on December 7, 2021, (the *"Ordinance"*). The District is a political subdivision of the State of Missouri.

The voters of the District approved the imposition of an annual special assessment (the "Special Assessment") for the purpose of paying the cost of the Project and the costs of formation and operation of the District; and

On February 11, 2022, the District approved Resolution No. 22-006, authorizing the imposition of a special assessment. On July 13, 2022, the special assessment was amended by Ordinance 22-086. The special assessment is now a flat rate of fourteen hundred dollars ($1,400.00) per improved residential lot in the District. The CID Special Assessment has been levied and is currently being levied at a rate of $1,400.00 per improved residential lot.

Pursuant to Section 67.1541.2 of the CID Act, the County Collector of St. Charles County, Missouri shall collect the CID Special Assessment in the same manner as other special assessments are collected and may deduct the reasonable and actual cost of such collection from the CID Special Assessment collected (not to exceed 1% of the amount collected).

During the fiscal year ending December 31, 2023, the District received $0 of CID Special Assessment revenues. There were no occupancy permits issued and thereby no special assessment imposed. The District incurred expenditures of $0 consisting of administrative fees and expenses of $0, bank fees of $0, legal fees and expenses of $0.

During the fiscal year ending December 31, 2024, the District anticipates approximately interest of $100 and $99,134 of CID Special Assessment revenues based on the assumption of 73 lots with a maximum special assessment of $1,400 per lot (Ordinance No. 22-086). The District anticipates expenditures of approximately $98,984 consisting of administrative fees and expenses of approximately $5,000, bank fees of approximately $150, legal fees, developer reimbursement of $92,834 and expenses of approximately $1,000. District expects to issue Certificate No. 1 during the fiscal year in the amount of $1,465,000. The District anticipates the outstanding amount of Certificate No. 1 to be $1,372,166 as of the fiscal year ending December 31, 2024.

During the fiscal year ending December 31, 2025, the District anticipates approximately interest of $100 and $99,134 of CID Special Assessment revenues. The District anticipates expenditures of approximately $99,234 consisting of administrative fees and expenses of approximately $5,000, bank fees of approximately $150, legal fees, developer reimbursement of $94,234 and expenses of approximately $1,000. The District anticipates the outstanding amount of Certificate No. 1 to be $1,277,932 as of the fiscal year ending December 31, 2025.

# CHARLESTOWNE CROSSING VILLAS
# COMMUNITY IMPROVEMENT DISTRICT
## Propsoed Budget for Fiscal Year Ending
## December 31, 2025

| | Proposed Budget |
|---|---|
| Income | |
| Interest | 100 |
| CID Special Assessment | 99,134.00 |
| Total Income | 99,234.00 |
| Expense | |
| Operational Expenses | |
| Administration | 5,000.00 |
| Banking Fees | 150.00 |
| Legal Fees | 1,000.00 |
| Total Operational Expenses | 5,000.00 |
| Developer Reimbursement | 94,234.00 |
| Total Expense | 99,234.00 |
| Net Income | 0.00 |

| | |
|---|---|
| Beginning Balance | $ 250.00 |
| Ending Balance | $ 250.00 |

| Obligation Outstanding | Balance 1/1/2025 | Issued in FYE 2025 | Retired in FYE 2025 | Balance 12/31/2025 |
|---|---|---|---|---|
| Certificate No.1 | $ 1,372,166.00 | $ - | $ (94,234.00) | $ 1,277,932.00 |
| Total | $ 1,372,166.00 | $ - | $ (94,234.00) | $ 1,277,932.00 |

# CHARLESTOWNE CROSSING VILLAS
# COMMUNITY IMPROVEMENT DISTRICT
## Second Amending Budget for Fiscal Year Ending
## December 31, 2024

| | Actual January 2024 | Second Amended Budget | Amended Budget | Original FYE 2024 Budget |
|---|---|---|---|---|
| Income | | | | |
| Interest | 13.74 | 100 | 0 | 0 |
| CID Special Assessment | 42,966.00 | 99,134.00 | 99,134.00 | 125,000.00 |
| Total Income | 42,979.74 | 99,234.00 | 99,134.00 | 125,000.00 |
| Expense | | | | |
| Operational Expenses | | | | |
| Administration | 0.00 | 5,000.00 | 5,000.00 | 5,000.00 |
| Banking Fees | 0.00 | 150.00 | 150.00 | 150.00 |
| Legal Fees | 0.00 | 1,000.00 | 1,000.00 | 1,000.00 |
| Total Operational Expenses | 0.00 | 6,150.00 | 6,150.00 | 5,000.00 |
| Developer Reimbursement | 0.00 | 92,834.00 | 0.00 | 0.00 |
| Total Expense | 0.00 | 98,984.00 | 6,150.00 | 5,000.00 |
| Net Income | **42,979.74** | **250.00** | **92,984.00** | **120,000.00** |

| | | |
|---|---|---|
| Beginning Balance | $ | - |
| Ending Balance | $ | 250.00 |

| Obligation Outstanding | Balance 1/1/2024 | Issued in FYE 2024 | Retired in FYE 2024 | Balance 12/31/2024 |
|---|---|---|---|---|
| Certificate No.1 | $ - | $ 1,465,000 | $ (92,834.00) | **$ 1,372,166.00** |
| Total | **$ -** | **$ 1,465,000** | **$ (92,834.00)** | **$ 1,372,166.00** |

# CHARLESTOWNE CROSSING VILLAS
# COMMUNITY IMPROVEMENT DISTRICT
## Budget to Actual for Fiscal Year Ending
## December 31, 2023

| | Actual FYE 2023 | Amended 2023 Budget | Proposed FYE 2023 Budget |
|---|---|---|---|
| Income | | | |
| CID Special Assessment | 0.00 | 0.00 | 17,520.00 |
| Total Income | 0.00 | 0.00 | 17,520.00 |
| Expense | | | |
| Operational Expenses | | | |
| Administration | 0.00 | 0.00 | 5,000.00 |
| Banking Fees | 0.00 | 0.00 | 150.00 |
| Legal Fees | 0.00 | 0.00 | 1,000.00 |
| Total Operational Expenses | 0.00 | 0.00 | 6,150.00 |
| Developer Reimbursement | 0.00 | 0.00 | 0.00 |
| Total Expense | 0.00 | 0.00 | 6,150.00 |
| Net Income | **0.00** | **0.00** | **11,370.00** |

| | |
|---|---|
| Beginning Balance | $ - |
| Ending Balance | $ - |

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 8 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Budget Year Ending December 31, 2024 as Submitted by the Board of Directors of the Elm Point Commons 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 Budget Year Ending December 31, 2024 for the Elm Point Commons 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Elm Point Commons
# Community Improvement District

Annual Report for
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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6. District Financials ..... 5

*Signatures on documents have been redacted for security purposes.*

## 1. Annual Report Overview

This Annual Report is submitted to City of St. Charles, Missouri and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

## 2. District Description

There are approximately 20 acres of real property located within the Elm Point Commons Community Improvement District (the "District"). The District is located in the City of St. Charles (the "City"), St. Charles County, Missouri.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | July 12, 2006 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 06-186 | |
| Special Assessment Imposed: | Annually, since 2007 | |
| Date Annual Budget Adopted: | August 22, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 N 2nd Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| District Legal Counsel: | Hamilton Weber LLC<br>200 North 3rd Street<br>St. Charles, Missouri 63301 | |
| Governing Board of Directors: | Chair | Robert Cissell |
| | Vice Chair | Duane Mueller |
| | Secretary | Alan Walters |
| | Director | Alan Honerkamp |
| | Director | Danny Wapelhorst |
| | | |

## 3. Purpose

The District was formed to help facilitate construction of infrastructure improvements including, roadway and related transportation improvements, lighting and landscaping; construct waterworks improvements; sewerage system improvements; and other improvements within the District boundaries as stated in the petition. The District dedicated the sanitary sewer mains, water mains, storm sewers, street lights, and sidewalks to the City. The District financed the improvements through the issuance of revenue bonds, secured by CID assessments against real property within the District.

## 4. District Legal Description

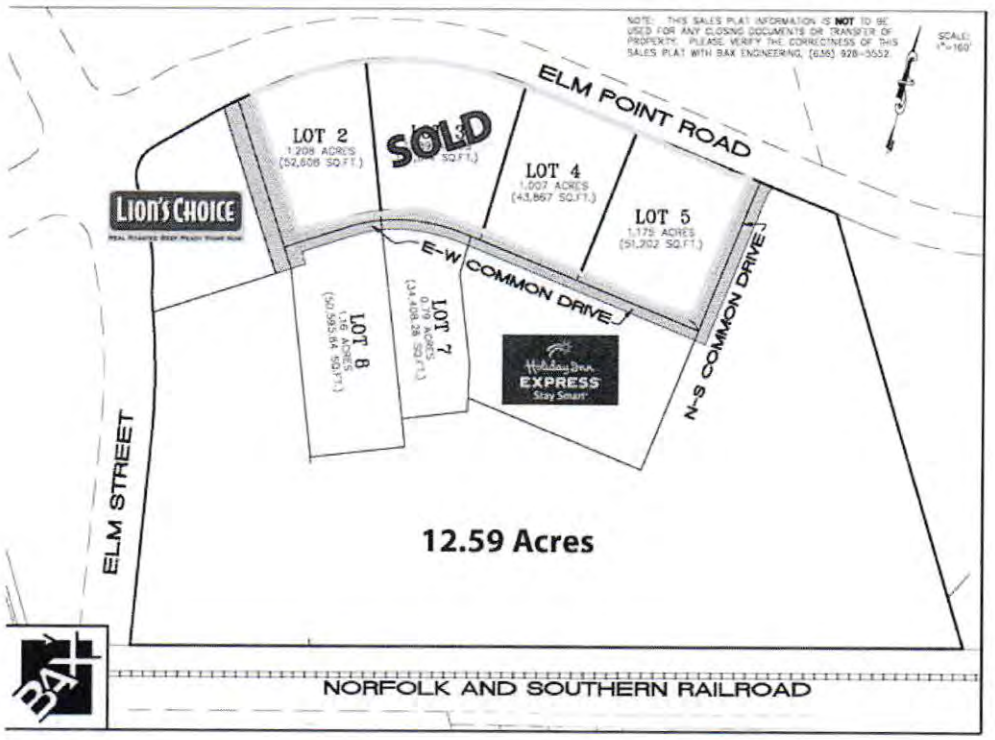
LAND DESCRIPTION - 20.913 ACRES

A tract of land being all of Lots A and A of "Discovery Business Park" a subdivision according to the plat thereof recorded in Plat Book 42 pages 181-182 of the St. Charles county records, part of U.S. Survey 1667, part of Fractional Section 24, Township 47 North, Range 4 East, and part of Fractional Section 19, Township 47 North, Range 5 East of the Fifth Principal Meridian, City of St. Charles, St. Charles County, MO and being more particularly described as follows:

Beginning at the intersection of the northern right-of-way line of the Norfolk and Southern railroad (100' wide) with the Eastern right-of-way line of Elm Street as described in the deed recorded in Book 1425 Page 662 of the St. Charles County records; thence along said Eastern right-of-way of Elm Street the following courses and distances; North 08 degrees 41 minutes 35 seconds West 327.07 feet to a point; and Northwardly along a curve to the left whose chord bears North 14 degrees 10 minutes 44 seconds West 190.24 feet, whose radius point bears South 81 degrees 18 minutes 25 seconds West 995.00 feet from the last mentioned point an arc length distance of 190.53 feet to a point; thence along the South and East lines of property conveyed to Lions Choice Development Corporation by deed recorded in Book 4232 Page 1999 of the St. Charles County records, the following courses and distances, North 57 degrees 50 minutes 32 seconds East 199.78 feet; and North 32 degres 09 minutes 28 seconds West 270.55 feet to the Southern right-of-way line of Elm Point Industrial Drive as described in the deed recorded in Book 1425 Page 662 of the St. Charles County records; thence along said Southern right-of-way line of Elm Point Industrial Drive the following courses and distances, Eastwardly along a curve to the right whose chord bears North 49 degrees 29 minutes 26 seconds East 45.35 feet and whose radius point bears South 42 degrees 52 minutes 21 seconds East 550.00 feet from the last mentioned point, an arc length distance of 45.37 feet to a point; and North 51 degrees 51 minutes 12 seconds East 5.16 feet to the northwest corner of property conveyed to Elm Point Industrial LLC by deed recorded in Book 2318, Page 429 of the St. Charles County records; thence continuing along said South line of Elm Point road the following courses and distances, North 51 degrees 51 minutes 12 seconds East 36.83 feet to a point; along a curve to the right whose chord bears North 65 degrees 26 minutes 57 seconds East 220.73 feet and whose radius point bears South 38 degrees 08 minutes 48 seconds East 469.51 feet from the last mentioned point, an arc

distance of 222.82 feet; along a curve to the right whose chord bears North 88 degrees 28 minutes 21 seconds East 183.46 feet and whose radius point bears South 10 degrees 57 minutes 19 seconds East 560.00 feet from the last mentioned point, an arc distance of 184.29 feet to a point; thence South 82 degrees 05 minutes 59 seconds East 517.78 feet to the West line of Lot 16 of "Elm Point Industrial Park Plat 1", a subdivision according to the plat thereof recorded in Plat Book 33, page 240 of the St. Charles County records; thence along said West line of Lot 16, South 31 degrees 01 minutes 23 seconds East 702.60 feet to a point on the aforesaid North right-of-way line of the Norfolk and Southern railroad; thence along said Northern right-of-way line of the Norfolk and Southern railroad, South 75 degrees 37 minutes 24 seconds West 1296.34 feet to the point of beginning and containing 20.913 acres as per survey by Bax Engineering Co., Inc, during the month of February, 2005.

## 5. District Boundary Map



## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of revenues, expenditures, outstanding indebtedness, and fund balances for the District.

## Attachments:

- Resolutions adopted during year ending December 31, 2024:
    - **Resolution 24-001,** Approving special assessment for 2024
    - **Resolution 24-002,** Amending 2024 and approving 2025 budgets
- Financial Statement for the year ending December 31, 2024

**RESOLUTION NO. 24-001**

**A RESOLUTION OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT RATIFYING AND APPROVING A SPECIAL ASSESSMENT AGAINST REAL PROPERTY BENEFITED WITHIN THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT AT THE RATE OF $0.13 PER SQUARE FOOT OF LOT AREA FOR THE TAX YEAR ENDING DECEMBER 31, 2023; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** the Elm Point Commons Community Improvement District (the ***"District"***) is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the ***"CID Act"***); and approved by City of St. Charles in Ordinance No. 06-186; and

**WHEREAS,** on January 25, 2007, the District approved Resolution No. 2007-01 authorizing a special assessment against real property located within the boundaries of the District; and

**WHEREAS,** on March 8, 2007, the District approved Resolution No. 2007-03 amending Resolution No. 2007-01 levying of a special assessment against real property benefited within the Elm Point Commons Community Improvement District for the purpose of providing revenue for services and projects; and

**WHEREAS,** the District desires to ratify and approve the special assessment levied upon the real property within the boundaries of the District at $0.13 per square foot of Lot area per year for the tax year ending December 31, 2023, as set forth on the tax roll set forth as **Exhibit A**, attached hereto and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1. Approval of Special Assessment for the Tax Year Ending December 31, 2023.** The Board of Directors hereby ratifies and approves the special assessment to be levied upon the real property within the boundaries of the District at $0.13 per square foot of Lot area for the Tax Year Ending December 31, 2023.

**Section 2. Submittal of Resolution to County Collector.** The District shall provide a certified copy of this Resolution to the Collector of Revenue of St. Charles County, Missouri.

**Section 3. District Officers to Execute Resolution.** The Chair of the Board of Directors of the District are hereby authorized and directed to execute and attest to this Resolution for and on behalf of and as the act and deed of the District.

**Section 4. Further Authority.** All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, 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.

**Section 5. Severability.** 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 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 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 6. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 22nd day of August 2024.

I, the undersigned, Chair of the Elm Point Commons Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 22, 2024.

Elm Point Commons Community Improvement District

**ELM POINT COMMONS**

[redacted]

WITNESS my hand and official seal this 22nd day of August 2024.

ATTEST:

[redacted]

# EXHIBIT A

## Elm Point Commons Community Improvement District
## 2024 Special Assessment

| Acreage | Square Footage of Parcel | Account Number | Lot No. | $115,000.00 2024 Annual Assessment | Annual Cost/Sq. Ft. | Owner | Mailing Address | City | State | Zip Code |
|---|---|---|---|---|---|---|---|---|---|---|
| 0.300 | 13,068.00 | T080700004 | 1 | $ 1,632.15 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.840 | 36,590.40 | T080700005 | 2 | $ 4,570.03 | 0.12 | Bui Rose & Ung Hung | 3733 Elm St | St. Charles | MO | 63301 |
| 1.189 | 51,792.84 | T080700006 | 3 | $ 6,468.77 | 0.12 | Bui Rose & Ung Hung | 3733 Elm St | St. Charles | MO | 63301 |
| 1.007 | 43,864.92 | T080700007 | 4 | $ 5,478.60 | 0.12 | SBCW II LLC | 302 E Governor Ct | St. Cjarles | MO | 63301 |
| 1.175 | 51,183.00 | T080700008 | 5 | $ 6,392.61 | 0.12 | Salt Lick Road, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 1.830 | 79,714.80 | T090700010 | 6 | $ 9,956.14 | 0.12 | Discovery Hospitality Inc | 3098 Elm Point Industrial Dr | St. Charles | MO | 63301 |
| 0.790 | 34,412.40 | T090700011 | 7 | $ 4,298.01 | 0.12 | Zykan Exteriors STL LLC | 4652 Seeburger Rd | St. Charles | MO | 63301 |
| 0.780 | 33,976.80 | T090700012 | | $ 4,243.60 | 0.12 | Zykan Exteriors STL LLC | 4652 Seeburger Rd | St. Charles | MO | 63301 |
| 0.360 | 15,681.60 | T090700013 | | $ 1,958.59 | 0.12 | Zykan Exteriors STL LLC | 4652 Seeburger Rd | St. Charles | MO | 63301 |
| 0.735 | 32,016.60 | T170700005 | 8 | $ 3,998.78 | 0.12 | Lumina Properties | 1117 White Lake Dr | St. Charles | MO | 63301 |
| 0.935 | 40,741.67 | T240700023 | 9 | $ 5,088.51 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.954 | 41,534.46 | T240700022 | | $ 5,187.53 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,799.03 | T240700021 | | $ 224.69 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700020 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700019 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700018 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700017 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,799.03 | T240700016 | | $ 224.69 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,799.03 | T240700015 | | $ 224.69 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700014 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700013 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700012 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.041 | 1,781.60 | T240700011 | | $ 222.52 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.401 | 17,480.63 | T240700010 | | $ 2,183.28 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 0.872 | 37,962.54 | A985000280 | | $ 4,741.41 | 0.12 | CM 2001, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 1.433 | 62,421.48 | T210700080 | 10 | $ 7,796.26 | 0.12 | Salt Lick Road, LLC | 5530 Salt River Road | St. Peters | MO | 63376 |
| 1.425 | 62,073.00 | T210700081 | 11 | $ 7,752.74 | 0.12 | Fyre Properties LLC | 33 Taylor Way | Foristell | MO | 63348 |
| 5.661 | 246,593.16 | T210700082 | 12 | $ 30,798.76 | 0.12 | Salt Lick Road, LLC | 530 Salt River Road | St. Peters | MO | 63376 |
| 1.2 | | ROW | | | | | | | | |
| 21.138 | 920,758.21 | | | $115,000.00 | | | | | | |

**RESOLUTION NO. 24-002**

**A RESOLUTION OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2024 AND APPROVING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, THE MISSOURI DEPARTMENT OF REVENUE, THE OFFICE OF THE STATE AUDITOR OF MISSOURI IN COMPLIANCE WITH PROVISIONS WITHIN THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTION IN CONNECTION THEREWITH**

**WHEREAS**, Section 67.010, RSMo., as amended, requires each political subdivision to prepare an annual budget; and

**WHEREAS**, pursuant to Section 67.1471.1, RSMo., "the fiscal year for the district shall be the same as the fiscal year of the municipality;" and

**WHEREAS**, pursuant to Section 39.01 of the Code of Ordinances for the City of St. Charles, Missouri, "the fiscal year of the city shall commence on January 1 and terminate on December 31 in each year…"; and

**WHEREAS**, pursuant to Section 67.1471.2, RSMo., "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board shall submit to the governing body of the city a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year;".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Amending the Budget of the District for the year ending December 31, 2024.** The budget of the District for the year ending December 31, 2024, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The budget for revenues and expenditures for the year ending December 31, 2024 is amended to match actual revenue and expenditures in each line item for the current fiscal year.

**Section 2. Approval of the preliminary Budget of the District for the year ending December 31, 2025.** The budget of the District for the year ending December 31, 2025 is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 3. District to Forward Budget to City of St. Charles, Missouri.** The District shall send a copy of the budget to the City of St. Charles, Missouri for review and comment.

**Section 4. District Officers to Execute Resolution.** The Chairman of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to the Resolution.

**Section 5. Further Authority.** All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are

hereby ratified and confirmed, and the District shall, and the representatives, 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.

**Section 6. Severability.** 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 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 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 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 22nd day of August 2024.

I, the undersigned, Chair of the Elm Point Commons Community Improvement District, hereby certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 22, 2024.

Elm Point Commons Community Improvement District
State of Missouri

**ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 22nd day of August 2024.

ATTEST:

[redacted]

**EXHIBIT A**

# ELM POINT COMMONS
# COMMUNITY IMPROVEMENT DISTRICT

## PROPOSED BUDGET
## YEAR ENDING - DECEMBER 31, 2025

## AMENDED BUDGET
## YEAR ENDING - DECEMBER 31, 2024

## BUDGET TO ACTUAL
## YEAR ENDING – DECEMBER 31, 2024

## BUDGET MESSAGE

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 an ordinance duly adopted on July 11, 2006, the City Council of the City of St. Charles, Missouri (the "City") approved the formation of The Elm Point Commons Community Improvement District, a political subdivision of the State (the "District"), for the purpose of financing the costs of certain improvements (the "Project") and services within the District and paying the costs of formation and operation of the District.

The voters of the District approved the imposition of an annual special assessment (the "Special Assessment") for the purpose of paying the cost of the Project and the costs of formation and operation of the District; and

In 2007, the District authorized and issued its Special Assessment Revenue Bonds, Series 2007, in the principal amount of $2,530,000 (the "Series 2007 Bonds") for the purpose of paying certain Project costs.

In 2022, the Board of Directors of the District determined it was in the best interests of the District to issue $refinance its Special Assessment Refunding Revenue Bonds, for the purpose of providing funds, together with other legally available funds of the District, to (a) refund the outstanding Series 2017 Bonds, (b) fund a debt service reserve fund to secure the Bonds, and (c) pay the costs of issuance of the Bonds. The CID Special Assessment revenues are pledged to repayment of the CID Bonds (including payment of any trustee fees).

The District began the year ending December 31, 2022 with a fund balance of $65,487. The District received CID Special Assessment revenues in the amount of $177,706 (after deduction of a Charles County collection fee). The District incurred expenses of $175,722 for debt service and operational costs. The District's year end fund balance was $174,195 and the outstanding principal balance on the Series 2022 bonds was $1,186,178.

The District began the year ending December 31, 2023 with a fund balance of $174,195. The District CID Special Assessment revenues totaled $99,510 (after deduction of a St. Charles County collection fee). The District expenses totaled $129,390.55 associated with debt service and operational expenses. The District's year end fund balance equaled $144,447 and the outstanding principal balance on the Series 2022 bonds totaled $1,132,489.66.

The District anticipates beginning the year ending December 31, 2024 with a fund balance of approximately $144,446.88. The District anticipates CID Special Assessment revenues of approximately $115,000 (after deduction of a St. Charles County collection fee). The District further anticipates expenses of approximately $121,555 associated with debt service and operational expenses. The District's year end fund balance is anticipated to be approximately $137,992 and the outstanding principal balance on the Series 2022 bonds to be $1,072,489.66.

The District anticipates beginning the year ending December 31, 2025 with a fund balance of approximately $137,992. The District anticipates CID Special Assessment revenues of approximately $115,000 (after deduction of a St. Charles County collection fee). The District further anticipates expenses of approximately $119,515 associated with debt service and operational expenses. The District's year end fund balance is anticipated to be approximately $133,577 and the outstanding principal balance on the Series 2022 bonds to be $1,014,489.66.

Elm Point Commons Community Improvement District
Proposed Budget
Year Ending December 31, 2025

| | Preliminary Budget |
|---|---|
| Income | |
| Special Assessment Revenue | 115,000.00 |
| Interest | 100.00 |
| Total Income | 115,100.00 |
| Expense | |
| Bank Fees | 180.00 |
| Interest | 50,000.00 |
| Principal | 58,000.00 |
| Administration | 6,000.00 |
| Insurance/Legal | 3,000.00 |
| Arbitrage Rebate Calculation | 0.00 |
| Trustee | 2,335.00 |
| Total Expense | 119,515.00 |
| Net Income | -4,415.00 |

| | |
|---|---|
| Beginning Balance | $ 137,991.88 |
| Ending Balance | $ 133,576.88 |

| Debt Outstanding | 1/1/2025 | Issued | Retired | 12/31/2025 |
|---|---|---|---|---|
| Series 2022 | $ 1,072,489.66 | $ - | $ (58,000.00) | $ 1,014,489.66 |

Elm Point Commons Community Improvement District
Amended Budget
Year Ending December 31, 2024

| | Actual Jan. 1 through Aug. 14 | Amended Budget | Preliminary Budget |
|---|---|---|---|
| Income | | | |
| Special Assessment Revenue | 103,466.47 | 115,000.00 | 117,750.00 |
| Interest | 66.34 | 100.00 | 100.00 |
| Total Income | 103,532.81 | 115,100.00 | 117,850.00 |
| Expense | | | |
| Bank Fees | 105.22 | 220.00 | 200.00 |
| Interest | 25,197.89 | 50,000.00 | 50,000.00 |
| Principal | 39,158.49 | 60,000.00 | 60,000.00 |
| Administration | 6,000.00 | 6,000.00 | 6,000.00 |
| Insurance/Legal | 0.00 | 3,000.00 | 3,000.00 |
| Arbitrage Rebate Calculation | 0.00 | 0.00 | 0.00 |
| Trustee | 0.00 | 2,335.00 | 2,335.00 |
| Total Expense | 70,461.60 | 121,555.00 | 121,535.00 |
| Net Income | **33,071.21** | **-6,455.00** | **-3,685.00** |

| | |
|---|---|
| Beginning Balance | $ 144,446.88 |
| Ending Balance | $ 137,991.88 |

| Debt Outstanding | 1/1/2024 | Issued | Retired | 12/31/2024 |
|---|---|---|---|---|
| Series 2022 | $ 1,132,489.66 | $ - | $ (60,000.00) | $ 1,072,489.66 |

Elm Point Commons Community Improvement District
Budget to Actual
Year Ending December 31, 2023

| | Actual | Amended Budget | Original Budget |
|---|---|---|---|
| Income | | | |
| Special Assessment Revenue | 99,509.82 | 117,750.00 | 117,750.00 |
| Interest | 132.44 | 100.00 | 0.00 |
| Total Income | $ 99,642.26 | $ 117,850.00 | $ 117,750.00 |
| Expense | | | |
| Bank Fees | 179.85 | 180.00 | 180.00 |
| Interest | 51,590.35 | 51,590.35 | 51,590.35 |
| Principal | 53,688.35 | 53,688.35 | 53,688.49 |
| Administration | 15,000.00 | 15,000.00 | 6,000.00 |
| Insurance/Legal | 0.00 | 3,000.00 | 3,000.00 |
| Arbitrage Rebate Calculation | 6,600.00 | 6,600.00 | 0.00 |
| Trustee | 2,332.00 | 2,335.00 | 2,335.00 |
| Total Expense | $ 129,390.55 | $ 132,393.70 | $ 116,793.84 |
| Net Income | **-29,748.29** | **-14,543.70** | **956.16** |

| | |
|---|---|
| Beginning Balance | $ 174,195.17 |
| Ending Balance | $ 144,446.88 |

| Debt Outstanding | 1/1/2023 | Issued | Retired | 12/31/2023 |
|---|---|---|---|---|
| Series 2022 | $ 1,186,178.01 | $ - | $ (53,688.35) | $ 1,132,489.66 |

**Elm Point Commons Community Improvement District**
**Annual Report of Financial Transactions**
**For the Year January 1, 2024 to December 31, 2024**

| | | | | |
|---|---|---|---|---|
| **A.** | **Beginning Balance** | | | |
| | UMB Bank, Trust Accounts | | | |
| | Cost Of Issuance | $ | 0.02 | |
| | Debt Service Reserve | $ | 47,466.96 | |
| | Debt Service Series | $ | 0.46 | |
| | Redemption Fund | $ | 0.37 | |
| | Revenue Fund | $ | 54,571.44 | |
| | Operating Fund | $ | 32,254.51 | |
| | Extra Exp | $ | 10,008.20 | |
| | UMB Bank, Special Assessment Revenue Account | $ | 144.92 | |
| | | | | **$144,446.88** |
| **B.** | **Summary of Receipts** | | | |
| | CID Special Assessment | $ | 115,944.24 | |
| | Developer Contribution | $ | - | |
| | Interest Earnings | $ | 131.37 | |
| | **Total Receipts** | | | **$116,075.61** |
| **C.** | **Summary of Disbursements** | | | |
| | Debt Service Expenditures - Interest Payment | $ | (49,524.51) | |
| | Debt Service Expenditures - Principal Payment | $ | (39,158.49) | |
| | Bank Fees | $ | (180.50) | |
| | Arbitrage Rebate | $ | - | |
| | Trustee Fees | $ | (2,332.00) | |
| | District Administrative Costs | $ | (6,000.00) | |
| | Total Disbursements | | | ($97,195.50) |
| **D.** | **Ending Balance** | | | **$163,326.99** |
| **E.** | **Other Funding Sources/(Uses)** | | | |
| | To Redemption From Rev | $ | 39,158.49 | |
| | To DS from DSR | $ | 119.02 | |
| | To DS from Rev | $ | 49,404.61 | |
| | To Operating from Rev | $ | 15,000.00 | |
| | To Rev From Special Assessment | $ | 115,623.00 | |
| | From Rev To Redemption | $ | (39,158.49) | |
| | From DSR to DS | $ | (119.02) | |
| | From Rev to DS | $ | (49,404.61) | |
| | From Rev to Operating | $ | (15,000.00) | |
| | From Special Assessment to Rev | $ | (115,623.00) | |
| | **Net Other Income** | | | **$0.00** |

**F. Summary of Ending Balance by Depository**

| | | |
|---|---|---|
| UMB Bank, Trust Accounts | | |
| Debt Service Reserve | $ 47,466.94 | |
| Debt Service Series | $ 0.41 | |
| Redemption Fund | $ 0.79 | |
| Revenue Fund | $ 64,306.80 | |
| Operating Fund | $ 41,258.17 | |
| Extra Expense Fund | $ 10,008.20 | |
| UMB Bank, Special Assessment Revenue Account | 285.66 | |
| **Total** | | **$163,326.97** |

| **G. Statement of Indebtedness** | **Outstanding on 01/01/2024** | **Issued During 2024** | **Retired During 2024** | **Outstanding on 12/31/2024** |
|---|---|---|---|---|
| Series 2022 Bond Obligations | $ 1,132,489.66 | | $ (39,158.49) | $ 1,093,331.17 |

**H. Statement of Assessed Valuation and Tax Rates**

The Elm Point Commons CID imposes a CID Special Assessment based on a $0.13 per land square footage of each parcel within the District.
GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

**2024 Elm Point Commons CID Property Assessment Schedule**

| Parcel ID No. | Square Footage of Parcel | Lot Number | 2024 Annual Assessment |
|---|---|---|---|
| T080700004 | 13,068.00 | 1 | $1,632.15 |
| T080700005 | 36,590.40 | 2 | $4,570.03 |
| T080700006 | 51,792.84 | 3 | $6,468.77 |
| T080700007 | 43,864.92 | 4 | $5,478.60 |
| T080700008 | 51,183.00 | 5 | $6,392.61 |
| T090700010 | 79,714.80 | 10 | $9,956.14 |
| T090700011 | 34,412.40 | 9 | $4,298.01 |
| T090700012 | 33,976.80 | 8 | $4,243.60 |
| T090700013 | 15,681.60 | 7 | $1,958.59 |
| T170700005 | 32,016.60 | 14 | $3,998.78 |
| T240700023 | 40,741.67 | 16 | $5,088.51 |
| T240700022 | 41,534.46 | 15 | $5,187.53 |
| T240700021 | 1,799.03 | 23 | $224.69 |
| T240700020 | 1,781.60 | 24 | $222.52 |
| T240700019 | 1,781.60 | 25 | $222.52 |
| T240700018 | 1,781.60 | 26 | $222.52 |
| T240700017 | 1,781.60 | 27 | $222.52 |
| T240700016 | 1,799.03 | 28 | $224.69 |
| T240700015 | 1,799.03 | 17 | $224.69 |
| T240700014 | 1,781.60 | 18 | $222.52 |
| T240700013 | 1,781.60 | 19 | $222.52 |
| T240700012 | 1,781.60 | 20 | $222.52 |
| T240700011 | 1,781.60 | 21 | $222.52 |
| T240700010 | 17,480.63 | 22 | $2,183.28 |
| A985000280 | 37,962.54 | 12 | $4,741.41 |
| T210700080 | 62,421.48 | 6 | $7,796.26 |
| T210700081 | 62,073.00 | 11 | $7,752.74 |
| T210700082 | 246,593.16 | 13 | $30,798.76 |
| | 920,758.21 | | $115,000.00 |

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 3 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Report Year Ending December 31, 2024 as Submitted by the Board of Directors of the Fairgrounds 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 for Year Ending December 31, 2024 for the Fairgrounds 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Fairgrounds Road
# Community Improvement District

Annual Report for
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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## 1. Annual Report Overview

This Annual Report is submitted to City of St. Charles, Missouri and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

## 2. District Description

The Fairgrounds Road Community Improvement District (the "District") encompasses approximately 55 acres of real property located in the City of St. Charles, St. Charles County, Missouri.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | June 19, 2007 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 07-173 | |
| Date Annual Budget Adopted: | September 25, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 N. 2nd Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| District Legal Counsel: | Hamilton Weber, LLC<br>200 North 3rd Street<br>St. Charles, Missouri 63301 | |
| Governing Board of Directors: | Chair: | Jeffery Kolb |
| | Vice Chair: | Mark Roden |
| | Secretary: | Brad Kazmaier |
| | Treasurer: | Steve Krause |
| | Director: | Robert Kahn |

## 3. District Purpose

The primary purpose of the District was to help provide a means to construct certain public infrastructure improvements including, roadways and related transportation improvements, lighting and landscaping within its boundaries; waterworks improvements; and sewerage system improvements within the boundaries of the CID.

## 4. District Legal Description

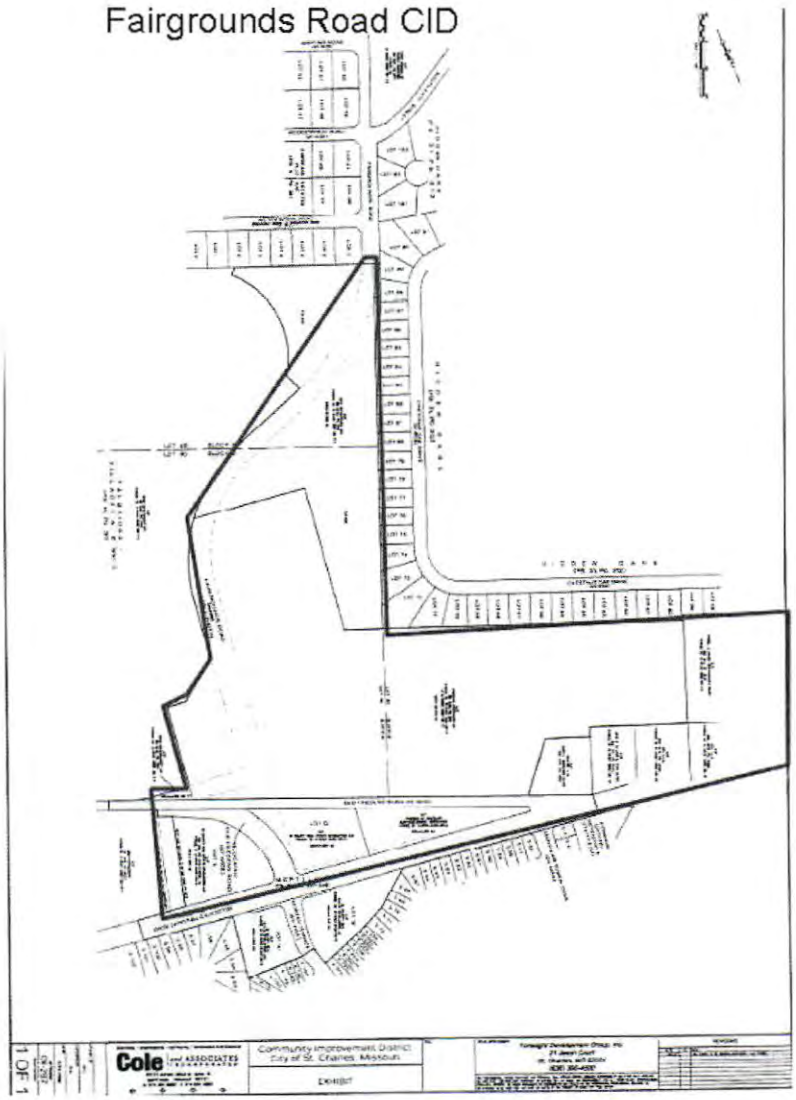
A tract of land being part of lots 42, 43, 44, 45, 50, 51, 61, and 62 of block 9 of the Steen & Cunningham Subdivision of the St. Charles Commons, and Lot D and part of Lot E of Montclair, a subdivision, as recorded in Plat Book 40, Pages 237-243 of the St. Charles County, Missouri Recorder's Office, all located in US Survey 2982 and US Survey 3280, Township 46 North, Range 4 and Range 5 East, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Southwest corner of Hidden Oaks, a subdivision, as recorded in Plat Book 31, pages 312-315 of said recorder's office; thence along the Southern prolongation of the West line of said Hidden Oaks, South 22 degrees 02 minutes 40 seconds West, a distance of 20.00 feet to the true Point of Beginning; thence along a line 20.00 feet South of and parallel to the South line of said Hidden Oaks, South 67 degrees 49 minutes 46 seconds East, a distance of 1120.18 feet to the West line of land now or formerly of Russell Crider, as recorded by deed in Book 923, Page 1619 of said recorder's office; thence along said West line, South 21 degrees 11 minutes 13 seconds West, a distance of 388.51 feet to the North line of land now or formerly of APH, LLC as recorded by deed in Book 2436, Page 1455 of said recorder's office; thence along said North line and the North line of John R. and June E. Kain, (H/W) as recorded by deed in Book 704, Page 1557 of said recorder's office, North 68 degrees 39 minutes 17 seconds West, a distance of 361.44 feet to the Northwest corner thereof; thence along the West line of said Kain land, South 21 degrees 20 minutes 43 seconds West, a distance of 36.46 feet to the North line of land now or formerly of Michael J. and Mary L. Dickinson (H/W) as recorded by deed in Book 3131, Page 296 of said recorder's office; thence along said North line, North 68 degrees 39 minutes 17 seconds West, a distance of 169.94 feet to the Northwest corner thereof; thence along the Northwest line of said land, South 40 degrees 58 minutes 00 seconds West, a distance of 216.68 feet to the North right-of-way line of Old Friedens (40 foot wide) Road; thence along said North right-of-way line, South 67 degrees 11 minutes 21 seconds East, a distance of 242.79 feet; thence leaving said North right-of-way line, South 08 degrees 09 minutes 16 seconds west, a distance of 80.00 feet to the South right-of-way line of relocated Friedens Road; thence along said South right-of-way line, North 81 degrees 50 minutes 44 seconds West, a distance of 763.64 feet to the Southeast line of Lot B of Montclair, a subdivision according to the plat thereof recorded in Platbook 40, Page 237-243 of said recorder's office; thence along said Southeast line of Lot B, the following courses and distances: South 52 degrees 13 minutes 20 seconds West, a distance of 153.80 feet; along a curve to the right, having a radius of 100.00 feet, (central angle of 14 degrees 10 minutes 07 seconds) which chord bears South 59 degrees 18 minutes 24 seconds West, a chord distance of 24.67 feet, through an arc distance of 24.73 feet; South 66 degrees 23 minutes 27 seconds West, a distance of 127.41 feet; and South 70 degrees 56 minutes 54 seconds West, a distance of 155.90 feet to the East right-of-way line of Moreau (variable width) Terrace; thence along said East right-of-way line, along a non-tangent curve to the right, having a radius of 225.00 feet, (central angle of 17 degrees 52 minutes 33 seconds) which chord bears North 14 degrees 12 minutes 52 seconds West, a chord distance of 69.91 feet, through an arc distance of 70.20 feet; thence across said Moreau Terrace, South 79 degrees 11 minutes 52 seconds West, a distance of 54.22 feet to the intersection of the West right-of-way line of said Moreau Terrace with the South line of Lot A of the aforementioned subdivision, known as Montclair; thence along said South line, North 87 degrees 51 minutes 18 seconds West, a distance of 217.98 feet to the Southwest corner, thereof; thence along the West line of said Lot A, North 09 degrees 43 minutes 36 seconds East, a distance of 240.20 feet to the South right-of-way line of the aforementioned relocated Friedens Road; thence along said South right-of-way line, North 81 degrees 50 minutes 44 seconds West, a distance of 341.78 feet; thence leaving said South right-of-way line, North 08 degrees 09 minutes 16 seconds East, a distance of 80.00 feet to the North right-of-way line of said relocated Friedens Road; thence along said North right-of-way line, South 81 degrees 50 minutes 44 seconds East, a

distance of 182.81 feet to the West line of land now or formerly of Bi-County Real Estate Developers, LLC as recorded by deed in Book 3194, Page 1618 of said Recorder's Office; thence along said West line and its Northern prolongation, North 16 degrees 05 minutes 24 seconds East, a distance of 344.32 feet to the South right-of-way line of relocated Old Friedens (80 foot wide) Road; thence along said South right-of-way line, North 66 degrees 35 minutes 18 seconds West, a distance of 57.00 feet; thence leaving said South right-of-way line of relocated old Friedens Road, North 23 degrees 08 minutes 13 seconds East, a distance of 26.06 feet to the South right-of-way line of Old Friedens (40 foot wide) Road; thence along said South right-of-way line of Old Friedens Road, North 66 degrees 51 minutes 47 seconds West, a distance of 177.60 feet; thence leaving said South right-of-way line of Old Friedens Road, North 23 degrees 38 minutes 47 seconds East, a distance of 40.17 feet to the North right-of-way line of proposed Old Friedens (50 foot wide) Road; thence along said North right-of-way line of proposed Old Friedens Road the following courses and distances: South 66 degrees 21 minutes 13 seconds East, a distance of 63.31 feet; along a curve to the right, having a radius of 375.00 feet (central angle of 15 degrees 30 minutes 31 seconds) which chord bears South 74 degrees 06 minutes 28 seconds East, a chord distance of 101.19 feet, through an arc distance of 101.50 feet; South 81 degrees 51 minutes 44 seconds East, a distance of 126.56 feet; and South 85 degrees 17 minutes 41 seconds East, a distance of 11.55 feet to the West line of the hereinafter described Community Improvement District; thence along said West line the following courses and distances: North 08 degrees 08 minutes 16 seconds East, a distance of 303.54 feet; South 81 degrees 51 minutes 44 seconds East, a distance of 70.82 feet; North 53 degrees 22 minutes 19 seconds East, a distance of 189.45 feet; North 08 degrees 08 minutes 16 seconds East, a distance of 227.07 feet; along a curve to the right, having a radius of 575.00 feet (central angle of 55 degrees 36 minutes 29 seconds) which chord bears North 35 degrees 56 minutes 31 seconds East, a chord distance of 536.42 feet, through an arc distance of 558.06 feet; along a compound curve to the right, having a radius of 1000.00 feet (central angle of 07 degrees 47 minutes 02 seconds) which chord bears North 67 degrees 38 minutes 16 seconds East, a chord distance of 135.75 feet, through an arc distance of 135.85 feet; North 71 degrees 44 minutes 34 seconds East, a distance of 215.28 feet; along a curve to the left, having a radius of 795.97 feet (central angle of 2 degrees 33 minutes 45 seconds) which chord bears North 70 degrees 27 minutes 42 seconds East, a chord distance of 35.59 feet, through an arc distance of 35.60 feet; North 20 degrees 59 minutes 14 seconds West, a distance of 69.00 feet; along a curve to the left, having a radius of 333.20 feet (central angle of 80 degrees 25 minutes 25 seconds) which chord bears North 05 degrees 13 minutes 18 seconds West, a chord distance of 430.24 feet, through an arc distance of 467.70 feet; and North 44 degrees 33 minutes 59 seconds East, a distance of 27.332 feet to the South line of Fairways Estates Plat One, a subdivision as recorded in Plat Book 10, Page 38 of said recorder's office; thence along said South line and its Eastern prolongation, South 67 degrees 53 minutes 03 seconds East, a distance of 543.21 feet to the East right-of-way line of Fairgrounds (variable width) Road, also being the West line of the aforementioned subdivision known as Hidden Oaks; thence along said East right-of-way line and said West line of Hidden Oaks, the following courses and distances: South 22 degrees 02 minutes 40 seconds West, a distance of 140.74 feet; and along a curve to the right, having a radius of 330.00 feet (central angle of 22 degrees 26 minutes 44 seconds) which chord bears South 33 degrees 16 minutes 02 seconds West, a chord distance of 128.45 feet, through an arc distance of 129.28 feet; thence leaving said East right-of-way line and continuing along said West line and its Southern prolongation, South 22 degrees 01 minutes 40 seconds West, a distance of 1097.22 feet to the true **Point of Beginning.**

The above described boundary contains 54.448 acres and is based upon available records compiled by Cole and Associates, Inc. during the month of October 2006 and is subject to an actual boundary survey done in accordance with the current minimum standards for property boundary surveys along with all easements, restrictions, reservations and conditions of record.

## 5. District Boundary Map




## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of the District revenues, expenditures, outstanding debt, and fund balances.

**Attachments:**

- Financial Statement for the year ending December 31, 2024

## Fairgrounds Road Community Improvement District
## Annual Report of Financial Transactions
## For the Fiscal Year January 1, 2024 to December 31, 2024

**A. Beginning Balance** $ -

No open account

**B. Summary of Receipts**

| | | |
|---|---|---|
| CID Sales Tax | $ - | |
| Interest Earnings | $ - | |
| **Total Receipts** | | $ - |

**C. Summary of Disbursements**

| | | |
|---|---|---|
| Banking Fees | $ - | |
| Project Fees | $ - | |
| District Administrative Costs | $ - | |
| Total Disbursements | | $ - |

**D. Ending Balance** $ -

**E. Summary of Ending Balance by Depository**

No open account $ -

**F. Statement of Indebtedness**

| | Outstanding on 01/01/2024 | Issued During 2024 | Retired During 2024 | Outstanding on 12/31/2024 |
|---|---|---|---|---|
| Indebtedness | $ - | $ - | $ - | $ - |

**G. Statement of Assessed Valuation and Tax Rates**

The Fairgrounds Road Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 3 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Report Year Ending December 31, 2024 as Submitted by the Board of Directors of the Plaza at Noah's Ark 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 Year Ending December 31, 2024 for the Plaza at Noah's Ark 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Plaza at Noah's Ark
# Community Improvement District

Annual Report for
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

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6. District Financials ..... 5

*Signatures on documents attached have been redacted for security purposes.*

## 1. Overview

This Annual Report is submitted to City of St. Charles, Missouri (the "City") and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

## 2. District Description

The Plaza at Noah's Ark Community Improvement District (the "District"), is an approximately 26-acre site located at the southeast quadrant of the intersection of Interstate-70 and South Fifth Street in the City, St. Charles County, Missouri and includes a mixed-use, new urbanism style development, with retail, restaurant, office, entertainment, and residential components.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | January 23, 2007 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 07-21 | |
| Date Annual Budget Adopted: | November 14, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 North 2nd Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| District Legal Counsel: | Hamilton Weber<br>200 North 3rd Street<br>St. Charles, Missouri 63301 | |
| Governing Board of Directors: | Chair | Stephanie Webster |
| | Treasurer | Wayne Wozniak |
| | Secretary | Michael Tchang |
| | Director | Anthony Weeden |
| | Director | Larry Dobrosky |

## 3. District Purpose

The District improvements include; real property acquisition, demolition of structures, environmental remediation, streets, water, and sewer improvements, other public Improvements including a parking structure and additional authority granted under section 67.1461.2 of the CID Act. District revenues include a combination of TIF revenues, CID Sales

tax revenue, and to the extent required, a CID Special Assessment. Much of the project elements are complete and the District has issued notes/bonds to provide funds to construct the improvements.

## 4. District Legal Description

A TRACT OF LAND BEING PART OF LOT 57 IN BLOCK 9 OF STEEN AND CUNNINGHAM'S SURVEY OF THE ST. CHARLES COMMONS AND PART OF LOTS 5 AND 6 IN BLOCK 1 OF EVANS SURVEY OF THE COMMONS OF ST. CHARLES, TOWNSHIP 46 NORTH, RANGE 5 EAST, ST. CHARLES COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 70 (VARIABLE WIDTH) WITH THE WEST RIGHT OF WAY LINE OF SOUTH MAIN (VARIABLE WIDTH) STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 45 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 390.72 FEET; SOUTH 32 DEGREES 22 MINUTES 44 SECONDS WEST, A DISTANCE OF 337.55 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, WITH A CENTRAL ANGLE OF 27 DEGREES 28 MINUTES 23 SECONDS (WHICH CHORD BEARS SOUTH 46 DEGREES 06 MINUTES 56 SECONDS WEST, A CHORD DISTANCE OF 225.58 FEET) THROUGH AN ARC DISTANCE OF 227.76 FEET; SOUTH 59 DEGREES 51 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.86 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 388.00 FEET, WITH A CENTRAL ANGLE OF 09 DEGREES 50 MINUTES 27 SECONDS (WHICH CHORD BEARS SOUTH 64 DEGREES 46 MINUTES 27 SECONDS WEST, A CHORD DISTANCE OF 66.56 FEET) THROUGH AN ARC DISTANCE OF 66.64 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 412.00 FEET, WITH A CENTRAL ANGLE OF 13 DEGREES 16 MINUTES 15 SECONDS (WHICH CHORD BEARS SOUTH 63 DEGREES 03 MINUTES 33 SECONDS WEST, A CHORD DISTANCE OF 95.21 FEET) THROUGH AN ARC DISTANCE OF 95.43 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 537.00 FEET, WITH A CENTRAL ANGLE OF 11 DEGREES 04 MINUTES 11 SECONDS (WHICH CHORD BEARS SOUTH 50 DEGREES 53 MINUTES 20 SECONDS WEST, A CHORD DISTANCE OF 103.59 FEET) THROUGH AN ARC DISTANCE OF 103.75 FEET; AND SOUTH 45 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 45.78 FEET TO THE NORTH LINE OF LAND NOW OR FORMERLY OF ST. CHARLES COUNTY, AS RECORDED BY DEED IN BOOK 2180, PAGE 967 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE, BEING THE NORTH RIGHT OF WAY LINE OF SOUTH FIFTH STREET EXTENSION, NORTH 65 DEGREES 16 MINUTES 18 SECONDS WEST, A DISTANCE OF 118.53 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF SAID SOUTH FIFTH STREET EXTENSION THE FOLLOWING COURSES AND DISTANCES: NORTH 44 DEGREES 46 MINUTES 09 SECONDS WEST, A DISTANCE OF 254.10 FEET; NORTH 38 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 97.89 FEET; AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 435.00 FEET, WITH A CENTRAL ANGLE OF 31 DEGREES 15 MINUTES 47 SECONDS (WHICH CHORD BEARS NORTH 16 DEGREES 13 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 234.42 FEET) THROUGH AN ARC DISTANCE OF 237.35 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH FIFTH (VARIBLE WIDTH) STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 81 DEGREES 19 MINUTES 19 SECONDS EAST, A DISTANCE OF 4.98 FEET; NORTH 04 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 34.05 FEET; NORTH 25 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 418.99 FEET; NORTH 68 DEGREES 32 MINUTES 34 SECONDS WEST, A DISTANCE OF 25.06 FEET; AND NORTH 25 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 207.67 FEET TO THE SOTH RIGHT OF WAY LINE OF THE AFOREMENTIONED INTERSTATE 70; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 64 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 31.91 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE,

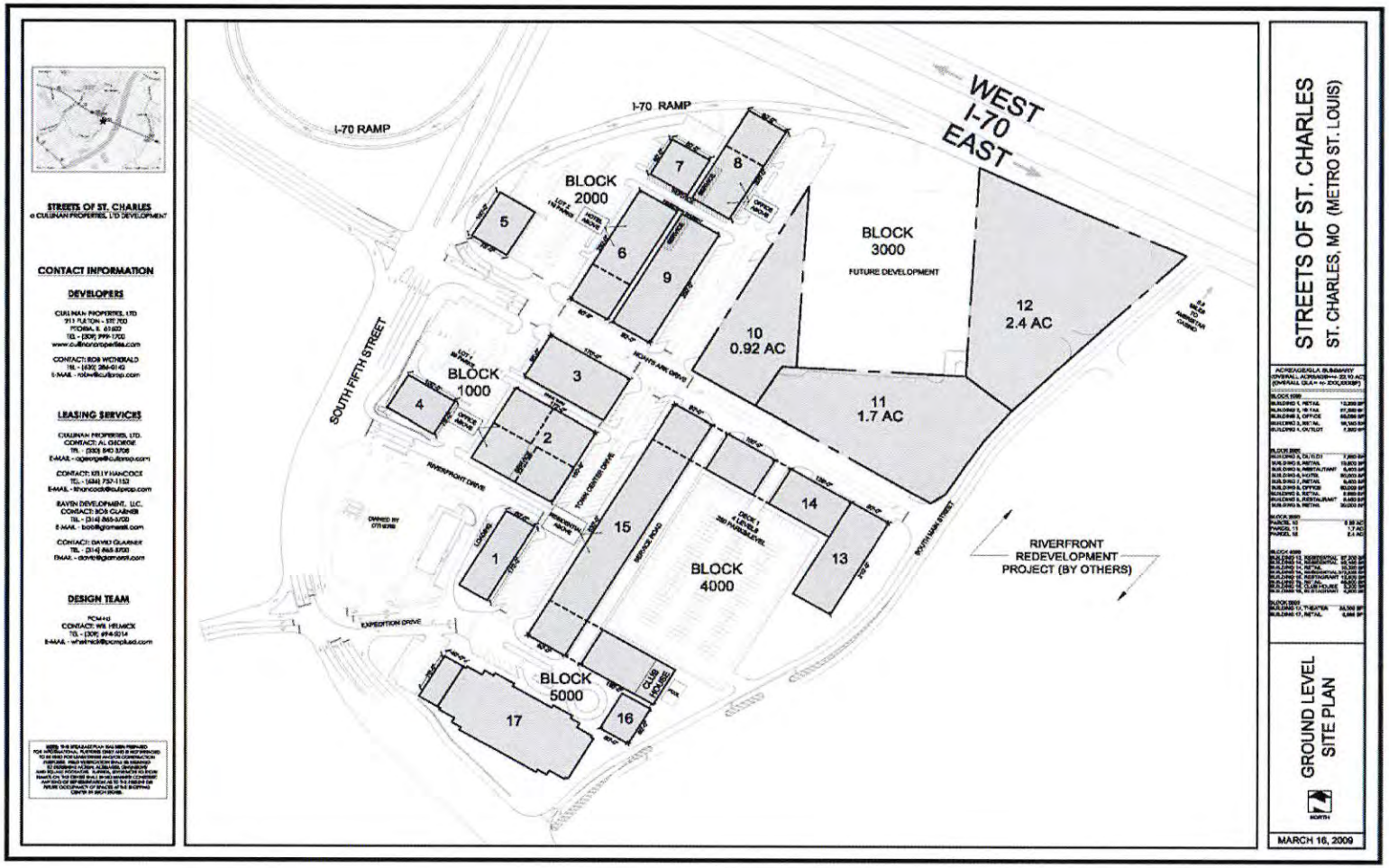
NORTH 68 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 56.83 FEET TO THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID INTERSTATE 70; THENCE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES:

ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2985.50 FEET, WITH A CENTRAL ANGLE OF 02 DEGREES 35 MINUTES 34 SECONDS (WHICH CHORD BEARS NORTH 58 DEGREES 42 MINUTES 02 SECONDS EAST, A CHORD DISTANCE OF 135.10 FEET) THROUGH AN ARC DISTANCE OF 135.11 FEET

ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 664.70 FEET, WITH A CENTRAL ANGLE OF 35 DEGREES 16 MINUTES 52 SECONDS (WHICH CHORD BEARS NORTH 80 DEGREES 00 MINUTES 36 SECONDS EAST, A CHORD DISTANCE OF 402.87 FEET) THROUGH AN ARC DISTANCE OF 409.30 FEET; AND SOUTH 81 DEGREES 26 MINUTES 10 SECONDS EAST, A DISTANCE OF 58.23 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID INTERSTATE 70; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 78 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 193.54 FEET; SOUTH 64 DEGREES 25 MINUTES 29 SECONDS EAST, A DISTANCE OF 246.59 FEET; SOUTH 55 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 91.97 FEET; AND SOUTH 38 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 155.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 27.59 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF FEBRUARY 2008 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND CONDITIONS OF RECORD, IF ANY.

## 5. District Boundary Map



## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

**Attachments:**

- Resolutions adopted during the year ending December 31, 2024:
  - **Resolution 24-001,** Conflict of Interest
  - **Resolution 24-002,** Special Assessment 2024
  - **Resolution 24-003,** Approving actions of the district
  - **Resolution 24-004,** Approving License Agreements and Service Agreement wo backups
  - **Resolution 24-005,** Authorizing 2024 1 CID Note Jun 21, 2024 $350,778.07 t
  - **Resolution 24-006,** Authorizing 2024 2 CID Note Nov 15, 2024 $462,206.86
  - **Resolution 24-007,** Amending 2024 Budget & Approving 2025 Budget
- Financial Statement for the year ending December 31, 2024

# Plaza at Noah's Ark Community Improvement District
## Annual Report of Financial Transactions
## For the Fiscal Year January 1, 2024 to December 31, 2024

| | | | |
|---|---|---|---|
| **A. Beginning Balance** | | | **$ 3,747,014.34** |
| **B. Summary of Receipts** | | | |
| Interest | $ | 186,761.56 | |
| TIF PILOTS | $ | 1,838,739.61 | |
| TIF EATS | $ | 1,223,035.33 | |
| CID Sales Tax | $ | 745,372.53 | |
| CID Use Tax | $ | 48,843.69 | |
| CID Special Assessment | $ | 816,590.11 | |
| Total Receipts | | | **$4,859,342.83** |
| **C. Summary of Disbursements** | | | |
| Bank Fees | $ | (2,978.12) | |
| Debt Service - Principal | $ | (2,875,000.00) | |
| Debt Service- Interest | $ | (767,668.76) | |
| Note Repayment | $ | (812,984.93) | |
| Project Expense - Insurance | $ | (19,205.87) | |
| Project Expense - Parking Lot Maintenance | $ | (83,707.29) | |
| Project Expense - Security | $ | (154,000.00) | |
| Drury Rebate | $ | (111,961.51) | |
| District Administration Costs | $ | (10,009.75) | |
| City of St. Charles Administration Costs | $ | - | |
| Continuing Disclosure | $ | (10,000.00) | |
| Trustee Fees | $ | (3,392.00) | |
| Legal Expense | $ | (5,303.40) | |
| Insurance Expenditures | $ | (51,279.60) | |
| Total Disbursements | | | $ (4,907,491.23) |
| **Net Income (Loss)** | | | -$48,148.40 |
| **D. Ending Balance** | | | **$ 3,698,865.94** |

**E. Other Financing Sources/(uses)**

| | | |
|---|---|---|
| To Debt Serv From EATS | $ | 1,066,242.04 |
| To Debt Service from Revenue | $ | 798,371.61 |
| To Debt Svs From DSR | $ | 149,146.05 |
| To Debt Svs From PILOTS | $ | 1,621,352.58 |
| To EATS From Sales Tax | $ | 1,130,484.00 |
| To Maintenance From Sales Tax | $ | 174,000.00 |
| To PILOTS from Sales Tax | $ | 1,609,982.00 |
| To Revenue From Tax Trust | $ | 1,555,847.00 |
| To Sales Tax From Revenue | $ | 812,984.93 |
| From CID Net Proceeds to Trustee | $ | (1,555,847.00) |
| From EATS to Trustee EATS | $ | (1,130,484.00) |
| From CID Rev to Sales Tax | $ | (756,669.79) |
| From DSR to Debt Svs | $ | (149,146.05) |
| From EATS to Debt Serv | $ | (1,066,242.04) |
| From EATS to Sales Tax | $ | (56,315.14) |
| From Sales Tax to Maintenance | $ | (174,000.00) |
| From PILOTS to Debt Svs | $ | (1,621,352.58) |
| From Revenue To Debt Service | $ | (798,371.61) |
| From PILOTS transfer to Trustee | $ | (1,609,982.00) |
| Total | | **$0.00** |

**F. Summary of Ending Balance by Depository**

| | | |
|---|---|---|
| UMB Trustee Accounts | | |
| PILOTS Fund | $ | 6.72 |
| EATS Fund | $ | 125,255.67 |
| CID Revenue Fund | $ | 123,616.71 |
| Debt Service Fund | $ | 748.57 |
| Debt Service Reserve Fund | $ | 3,162,491.46 |
| Enterprise Bank - Sales Tax Fund | $ | 249,419.88 |
| Enterprise Bank - Sales Tax Sweep Fund | $ | 37,086.05 |
| Maintenance Fund | $ | 240.88 |
| | **$** | **3,698,865.94** |

**G. Statement of Indebtedness**

| | Outstanding on 01/01/2024 | Issued During 2024 | Retired During 2024 | Outstanding on 12/31/2024 |
|---|---|---|---|---|
| Bonded Indebtedness Series 2021 | $ 26,790,000.00 | $ - | $ (2,875,000.00) | $ 23,915,000.00 |
| Note - NID Reimbursement | 4,574,698.39 | - | (812,984.93) | 3,761,713.46 |
| Total Outstanding Indebtedness | $ 31,364,698.39 | $ - | $ (3,687,984.93) | $ 27,676,713.46 |

## H. Statement of Assessment and Tax Rates

The Plaza at Noah's Ark CID imposes a Special Assessment Fee based on $2.50 per $100.00 assessed value.

| Account No. | Parcel ID No. | 2024 Total Assessed Value | 2024 Assessment Amount |
|---|---|---|---|
| T140800043 | 6-014D-C063-00-005B.00000 | $ 1,248,000 | $ 31,200.00 |
| T110800027 | 6-014C-A807-00-0001.00000 | $ 534,178 | $ 13,354.45 |
| T110800028 | 6-014D-A807-00-0001.00000 | $ 101,615 | $ 2,540.38 |
| T120800017 | 6-014C-A871-00-0002.00000 | $ 144,229 | $ 3,605.73 |
| T140800041 | 6-014D-C063-00-0003 | $ - | $ - |
| T130800023 | 6-014D-A930-00-00R2 | $ - | $ - |
| T140800044 | 6-014D-C063-00-005C.00000 | $ 26,949 | $ 673.73 |
| T120800015 | 6-014D-A871-00-0001.00000 | $ 6,171,284 | $ 154,282.10 |
| T120800016 | 6-014D-A871-00-0002.00000 | $ 142,791 | $ 3,569.78 |
| T120800018 | 6-014C-A871-00-0003.00000 | $ 16,727 | $ 418.18 |
| T120800019 | 6-014C-A871-00-0004.00000 | $ 33,588 | $ 839.70 |
| T140800042 | 6-014D-C063-00-005A.00000 | $ 33,672 | $ 841.80 |
| T160800037 | 6-014D-C217-00-0CID | $ - | $ - |
| T160800038 | 6-014D-C318-00-0001.00000 | $ 593,488 | $ 14,837.20 |
| T160800083 | 6-014D-C318-00-0002.00000 | $ 732,405 | $ 18,310.13 |
| T160800084 | 6-014D-C241-01-0001.00000 | $ 597,486 | $ 14,937.15 |
| T160800042 | 6-014D-C241-02-0001.00000 | $ 7,377,545 | $ 184,438.63 |
| T160800046 | 6-014D-C241-00-0004.00000 | $ 65,802 | $ 1,645.05 |
| T160800047 | 6-014D-A930-00-0001.00000 | $ 65,234 | $ 1,630.85 |
| T130800015 | 6-014D-C241-01-002A.00000 | $ 1,392,006 | $ 34,800.15 |
| T160800043 | 6-014D-C241-01-002B.00000 | $ 1,361,246 | $ 34,031.15 |
| T160800044 | 6-014D-C241-01-0003.00000 | $ 164,912 | $ 4,122.80 |
| T160800045 | 6-014D-C342-00-0002.00000 | $ 4,575,125 | $ 114,378.13 |
| T170800015 | 6-014D-C342-00-0005.00000 | $ - | $ - |
| T170800020 | 6-014D-C342-00-0001.00000 | $ 33,769 | $ 844.23 |
| T170800014 | 6-014D-D109-00-012A.00000 | $ 216,937 | $ 5,423.43 |
| T220800004 | 6-014D-C424-00-0002.00000 | $ 80,893 | $ 2,022.33 |
| T170800053 | 6-014D-C424-00-0001.0000C | $ 1,726,807 | $ 43,170.18 |
| T170800052 | 6-014D-C468-00-003A.00000 | $ 113,605 | $ 2,840.13 |
| T180800001 | 6-014D-C468-00-003B.00000 | $ 187,212 | $ 4,680.30 |
| T180800002 | 6-014D-C468-00-004A.00000 | $ 368,904 | $ 9,222.60 |
| T180800003 | 6-014D-C468-00-004B.00000 | $ 144,555 | $ 3,613.88 |
| T180800004 | 6-014D-C468-00-004C.00000 | $ 6,221 | $ 155.53 |
| T180800005 | 6-014D-D109-00-012B.00000 | $ 394,503 | $ 9,862.58 |
| T220800005 | 6-014D-C783-00-000A.00000 | $ 3,687,228 | $ 92,180.70 |
| | | **$ 32,338,916** | **$ 808,473** |

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# RESOLUTION NO. 24-001

## A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

**WHEREAS,** the Plaza at Noah's Ark Community Improvement District (the "District") is a community improvement district and political subdivision, established pursuant to a Petition to Establish the Plaza at Noah's Ark Community Improvement District filed with the City of Saint Charles, Missouri (the "City") and approved by Ordinance No. 07-21 passed by the Council of the City January 23, 2007 and approved by the Mayor on January 25, 2007, in accordance with Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended; and

**WHEREAS,** on July 20, 2007, the Board of Directors of the District imposed, subject to approval by the qualified voters of the District, a CID Sales Tax. The qualified voters of the District approved the imposition of the CID Sales Tax and the District began collecting the CID Sales Tax on January 1, 2008, all in accordance with the CID Act; and

**WHEREAS,** on July 20, 2007, the Board of Directors of the District, pursuant to a petition of the required majority of the property owners within the District, levied a CID Assessment against all taxable real property within the District, and

**WHEREAS**, the District's Board of Directors reasonably anticipates that, in one or more future fiscal years, its annual operating budget may be in excess of one million dollars; and

**WHEREAS**, pursuant to Section 105.483, RSMo., "Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the general counsel, if employed full time, of each political subdivision with an annual operating budget in excess of one million dollars, and each official or employee of a political subdivision who is authorized by the governing body of the political subdivision to promulgate rules and regulations with the force of law or to vote on the adoption of rules and regulations with the force of law; unless the political subdivision adopts an ordinance, order or resolution pursuant to subsection 4 of section 105.485;" and

**WHEREAS**, the Board of Directors of the District desires to provide a procedure to disclose potential conflicts of interest and substantial interests for certain of its officials in compliance with subsection 4 of Section 105.485, RSMo.;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** Declaration of Policy. The proper operation of political subdivisions requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the District.

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**Section 2.** Disclosure Reports.

A. As required by applicable Missouri law, the chief administrative officer, the chief purchasing officer, and each official or employee of the District who is authorized by the Board of Directors of the District to promulgate rules and regulations with the force of law or to vote on the adoption of rules and regulations with the force of law shall disclose the following described transactions within thirty (30) days of the adoption of this Resolution and by January 1 of each subsequent year if any of the following transactions occurred during the previous calendar year:

1. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the District, other than compensation received as an employee or payment of any tax, fee or penalty due to the District, and other than transfers for no consideration to the District.

2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the District, other than transfers for no consideration to the District.

B. The chief administrative officer and chief purchasing officer of the District shall disclose in writing the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars ($1,000) or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship which he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partners' units; and the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver;

**Section 3.** Filing of Reports.

A. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

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1. Every person required to file a financial interest statement shall file the statement annually not later than within thirty days of the adoption of this resolution and by January 1 of each subsequent year, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any person may supplement his or her financial interest statement at any time.

2. Each person appointed to an office provided for in Section 3 shall file the statement within thirty days of such appointment or employment;

B. Financial disclosure reports giving the financial information required in Section 3 hereof shall be filed with the District and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Section 4. Filing of Resolution**. The Secretary or designee shall send a certified copy of this Resolution to the Missouri Ethics Commission within ten days of its adoption.

**Section 5. Severability**. 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 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 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 6. Effective Date**. This Resolution shall take effect and be in full force upon its passage by the District.

(Remainder of page intentionally left blank)

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Passed this 10th day of September, 2024.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 10, 2024.

Plaza at Noah's Ark Community Improvement District
State of Missouri

**PLAZA AT NOAHS ARK**
**COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

WITNESS my hand and official seal this 10th day of September 2024.

ATTEST:

[redacted]

Docusign Envelope ID: 090C5B62-9C4F-4B24-B5D3-7B243F16AADA

# EXHIBIT A

## FORM OF FINANCIAL DISCLOSURE STATEMENT FOR POLITICAL SUBDIVISIONS

(Attached hereto.)

Docusign Envelope ID: 090C5B62-9C4F-4B24-B5D3-7B243F16AADA

Missouri Ethics Commission (MEC)
PO Box 1370, Jefferson City MO 65102, Fax: 573-526-4506, pfdonline@mec.mo.gov

Office Use:

# Financial Disclosure Statement for Political Subdivisions

105.485(4), RSMo

## 1. Statement Information (select one)

Type: ☐ New ☐ Amended

## 2. Filing Status & Time Period Covered (select one & insert time period)

A. Filing Status

- ☐ **Annual Filer:** file from Jan 1 to Dec 31 of prior year (if no longer serving, enter the time period served), due by May 1
- ☐ **Newly Appointed/Employed:** file for calendar year before start date, due within 30 days
- ☐ **Incumbent Candidate:** file from Jan 1 of prior year to closing date for candidacy (may be longer than 12-month period), due within 14 days of closing date for candidacy
- ☐ **New Candidate:** file for the 12-month period before the closing date for candidacy, due within 14 days of closing date for candidacy

B. Time Period Covered: From ____/____/_____ to ____/____/_____ (mm/dd/yyyy)

## 3. Filer Information

Filer's name (First, Middle, Last) _____ Spouse's name (First, Middle, Last) _____

Mailing address _____ City, State, Zip _____

Dependent child's name* (First, Middle, Last) _____ Dependent child's name* (First, Middle, Last) _____

Political Subdivision or State Agency _____ Title (Position/Office Seeking) _____

☐ Check if spouse is filing separate from yourself (if your spouse is not required to file a PFD, this statement MUST disclose his/her information).

*Includes all children, stepchildren, foster children and wards under the age of eighteen residing in the person's household and who receive in excess of 50% of their support from the person.

## 4. Transaction Information

A. List the transactions, valued at more than $500, you, your spouse, or any relative within the first degree of blood or marriage had with the political subdivision listed above. *Do not include* compensation received as an employee, payment of taxes, fees or penalties or transfers for no consideration.

Date (mm/dd/yyyy) _____ Parties involved in transaction _____

Date (mm/dd/yyyy) _____ Parties involved in transaction _____

B. List the transactions for any business entity, in which you, your spouse, or dependent child(ren) held a substantial interest, that conducted business with the political subdivision listed above valued at more than $500. *Do not include* payments of taxes, fees or penalties due to the political subdivision or transactions involving payment for providing utility service to the political subdivision or transfers for no consideration. (NOTE: Substantial interest includes ownership of 10% of the business entity or interest valued at $10,000 or more, or from which a salary, gratuity or other compensation of $5,000 or more is paid per calendar year).

Date (mm/dd/yyyy) _____ Name of Business _____ Parties involved in transaction _____

Date (mm/dd/yyyy) _____ Name of Business _____ Parties involved in transaction _____

## 5. Signature (select one, sign & date)

- ☐ I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.
- ☐ I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate and that my spouse has refused or failed to provide information concerning his or her financial interest and that I have no working knowledge of such interests. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.

Filer's Signature (Required) _____ Date (mm/dd/yyyy) _____

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**NOTE:** The following information is required from the **Chief Administrative Officer** and **Chief Purchasing Officer** *only*. Include information for filer, spouse and dependent child(ren).

6. **Employment**

List the name and address of each employer from whom you, your spouse, or dependent child(ren) received income of $1,000 or more during the time period covered by this statement.

| Employer Name | Employer Address/City/State/Zip | Person's name whom received income |
|---|---|---|
| | | |
| | | |

7. **Sole Proprietorships**

List each sole proprietorship owned by you, your spouse or dependent child(ren) during the time period covered by this statement.

| Sole Proprietorship Name | Sole Proprietorship Address/City/State/Zip |
|---|---|
| | |
| | |

8. **General Partnerships, Joint Ventures**

List each general partnership and joint venture in which you, your spouse or dependent child(ren) were a partner or participant, and the names of partners or co-participants, unless such names and addresses are filed with the Secretary of State, during the time period covered by this statement.

| General Partnership or Joint Venture Name | Address/City/State/Zip | Nature of Business | Partner/Coparticipant's Name & Address | Party Involved |
|---|---|---|---|---|
| | | | | |
| | | | | |

9. **Stocks, Bond & Other holdings**

EXCEPTION: Interest in any qualified plan or annuity pursuant to the Employees Retirement Income Security Act (ERISA) is not required to be listed.

A. *Limited Partnerships, Closely-held Corporations:* List the name of any closely-held corporation/limited partnership in which you, your spouse, or dependent child(ren) own ten percent (10%) or more of any class of the outstanding stock or units during the time period covered by this statement.

| Limited Partnership/Closely-held Corporation Name | Address/City/State/Zip | Nature of business | Party Involved |
|---|---|---|---|
| | | | |
| | | | |

B. *Publicly Traded Corporation or Limited Partnership:* List the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which you, your spouse or dependent child(ren) own two percent (2%) or more of any class of outstanding stock, units or other equity interests during the time period covered by this statement.

| Corporation/Limited Partnership Name | Party Involved |
|---|---|
| | |
| | |

10. **Corporations**

List the name and address of each corporation for which you, your spouse, or dependent child(ren) served in the capacity of a director, officer or receiver during the time period covered by this statement.

| Corporation Name | Corporation Address/City/State/Zip | Person's name who served in this capacity |
|---|---|---|
| | | |
| | | |

This form is required to be filed with the Missouri Ethics Commission and with the governing body of your political subdivision. All elected and appointed officials as well as employees of a political subdivision must comply with §105.454 RSMo., on conflicts of interest and their own local code of ethics.

Docusign Envelope ID: 090C5B62-9C4F-4B24-B5D3-7B243F16AADA

# RESOLUTION NO. 24-002

## A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT RATIFYING AND APPROVING A CID SPECIAL ASSESSMENT AT THE RATE OF $2.50 PER $100.00 ASSESSED VALUATION FOR THE TAX YEAR ENDING DECEMBER 31, 2024; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

**WHEREAS,** the Plaza at Noah's Ark Community Improvement District (the ***"District"***) is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the ***"CID Act"***); and

**WHEREAS,** on December 30, 2011, the Board of Directors of the District adopted Resolution 2011-04 imposing a CID special assessment by class on certain real property located within the boundaries of the District; and

**WHEREAS,** Section 67.1521 of the CID Act authorizes the District upon receipt of a petition signed by (a) the owners of real property owning more than fifty percent by assessed value of real property within the boundaries of the District; and (b) more than fifty percent per capita of the owners of all real property within the boundaries of the District to impose, by resolution of the District, one or more CID special assessments against real property within the District boundaries; and

**WHEREAS,** the Board of Directors of the District desires to confirm and approve the CID special assessment to be imposed and levied upon the real property within the boundaries of the District at $2.50 per $100.00 assessed valuation for the tax years ending December 31, 2024, as set forth on the tax roll attached hereto as **Exhibit A**, both of which are incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Approval of CID Special Assessment for the Tax Year Ending December 31, 2024.** The Board of Directors hereby approves the CID special assessment to be imposed and levied upon the real property within the boundaries of the District at $2.50 per $100.00 assessed valuation for the tax year ending December 31, 2024 and incorporated herein by reference.

**Section 2. Submittal of Resolution to County Collector.** The District Administrator shall provide a certified copy of this Resolution to the Collector of Revenue of St. Charles County, Missouri.

**Section 3. Further Authority**. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, 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.

**Section 4. Severability**. 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 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 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. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 10th day of September, 2024.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 10, 2024.

**PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

Plaza at Noah's Ark Community Improvement District
State of Missouri

WITNESS my hand and official seal this 10th day of September 2024.

ATTEST:

[redacted]

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# EXHIBIT A

## CID SPECIAL ASSESSMENT FOR FOR YEAR ENDING DECEMBER 31, 2024

# Plaza at Noah's Ark Community Improvement District
## 2024 Assessment Verification

$ 2.50 per $100 AV (max is $2.50 per $100 AV)

| Parcel[1] | Account No. | Parcel ID No. | Owner | Mailing Address | Market Value | Residential AV | Commercial AV | 2024 Total Assessed Value | Assessment Rate |
|---|---|---|---|---|---|---|---|---|---|
| M-2 | T140800043 | 6-014D-C063-00-005B.0000000 | SCND Block 1000 LLC | 420 Main St East Peoria, IL 61611 | 3,900,000.00 | | 1,248,000 | $ 1,248,000 | $ 31,200.00 |
| Z-1 | T110800027 | 6-014C-A807-00-0001.0000000 | Omaha Fort St LLC | PO Box 3475 Tulsa, OK 74101 | 1,669,306.25 | | 534,178 | $ 534,178 | $ 13,354.45 |
| Z-2 | T110800028 | 6-014D-A807-00-0001.0000000 | Omaha Fort St LLC | PO Box 3475 Tulsa, OK 74101 | 317,546.88 | | 101,615 | $ 101,615 | $ 2,540.38 |
| C | T120800017 | 6-014C-A871-00-0002.0000000 | St. Charles - Noah Development LLC | 420 Main St East Peoria, IL 61611 | 450,715.63 | | 144,229 | $ 144,229 | $ 3,605.73 |
| | T140800041 | 6-014D-C063-00-0003 | Plaza at Noah's Ark CID | 1500 S 5th St St. Charles, MO 63303 | - | | - | $ - | $ - |
| | T130800023 | 6-014D-A930-00-00R2 | Plaza at Noah's Ark CID | 1500 S 5th St St. Charles, MO 63303 | - | | - | $ - | $ - |
| M-3 | T140800044 | 6-014D-C063-00-005C.0000000 | St Charles-Noah Development LLC | 420 Main St East Peoria, IL 61611 | 84,215.63 | | 26,949 | $ 26,949 | $ 673.73 |
| E | T120800015 | 6-014D-A871-00-0001.0000000 | SCND Block 1000 LLC | 420 Main St East Peoria, IL 61611 | 19,285,262.50 | | 6,171,284 | $ 6,171,284 | $ 154,282.10 |
| D | T120800016 | 6-014D-A871-00-0002.0000000 | St Charles-Noah Development LLC | 420 Main St East Peoria, IL 61611 | 446,221.88 | | 142,791 | $ 142,791 | $ 3,569.78 |
| B | T120800018 | 6-014C-A871-00-0003.0000000 | SCND Block 1000 LLC | 420 Main St East Peoria, IL 61611 | 52,271.88 | | 16,727 | $ 16,727 | $ 418.18 |
| A | T120800019 | 6-014C-A871-00-0004.0000000 | St Charles-Noah Development LLC | 420 Main St East Peoria, IL 61611 | 104,962.50 | | 33,588 | $ 33,588 | $ 839.70 |
| M-1 | T140800042 | 6-014D-C063-00-005A.0000000 | St Charles-Noah Development LLC | 420 Main St East Peoria, IL 61611 | 105,225.00 | | 33,672 | $ 33,672 | $ 841.80 |
| | T160800037 | 6-014D-C217-00-0CID | Plaza at Noah's Ark CID | 1500 S 5th St St. Charles, MO 63303 | - | | - | $ - | $ - |
| F-1 | T160800083 | 6-014D-C318-00-0001.0000000 | SCND Block 1000 LLC | 420 Main St East Peoria, IL 61611 | 1,854,650.00 | | 593,488 | $ 593,488 | $ 14,837.20 |
| F-2 | T160800084 | 6-014D-C318-00-0002.0000000 | SCND Block 1000 LLC | 420 Main St East Peoria, IL 61611 | 2,288,765.63 | | 732,405 | $ 732,405 | $ 18,310.13 |
| S | T160800042 | 6-014D-C241-01-0001.0000000 | TLF II Streets LLC | 520 W Erie St Ste 100 Chicago, IL 60654 | 3,144,663.16 | 597,486 | - | $ 597,486 | $ 14,937.15 |
| S-1 | T160800046 | 6-014D-C241-02-0001.0000000 | TLF II Streets LLC | 520 W Erie St Ste 100 Chicago, IL 60654 | 38,829,184.21 | 7,377,545 | - | $ 7,377,545 | $ 184,438.63 |
| N | T160800047 | 6-014D-C241-00-0004.0000000 | TLF II Streets LLC | 520 W Erie St Ste 100 Chicago, IL 60654 | 346,326.32 | 65,802 | - | $ 65,802 | $ 1,645.05 |
| L | T130800015 | 6-014D-A930-00-0001.0000000 | St Charles-Noah Development LLC | 420 Main St East Peoria, IL 61611 | 203,856.25 | | 65,234 | $ 65,234 | $ 1,630.85 |
| O | T160800043 | 6-014D-C241-01-002A.0000000 | SCND Block 4000 LLC | 420 Main St East Peoria, IL 61611 | 4,350,018.75 | | 1,392,006 | $ 1,392,006 | $ 34,800.15 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| O-2 | T160800044 | 6-014D-C241-01-002B.0000000 | SCND Block 4000 LLC | 420 Main St<br>East Peoria, IL 61611 | 4,253,893.75 | | 1,361,246 | $ | 1,361,246 | $ 34,031.15 |
| O-1 | T160800045 | 6-014D-C241-01-0003.0000000 | SCND Block 4000 LLC | 420 Main St<br>East Peoria, IL 61611 | 515,350.00 | | 164,912 | $ | 164,912 | $ 4,122.80 |
| J-2 | T170800015 | 6-014D-C342-00-0002.0000000 | Drury Development Corp | 721 Emerson Rd Ste 200<br>St. Louis, MO 63141 | 14,297,265.63 | | 4,575,125 | $ | 4,575,125 | $ 114,378.13 |
| J-1 | T170800020 | 6-014D-C342-00-0005.0000000 | Plaza at Noah's Ark CID | 150 Beale St Ste 147<br>St. Charles, MO 63303 | - | | - | $ | - | $ - |
| H | T170800014 | 6-014D-C342-00-0001.0000000 | St Charles-Noah Development LLC | 420 Main St<br>East Peoria, IL 61611 | 105,528.13 | | 33,769 | $ | 33,769 | $ 844.23 |
| K-2 | T220800004 | 6-014D-D109-00-012A.0000000 | BIT Streets of St. Charles LLC | 35 E Wacker Dr. Ste 1300<br>Chicago, IL 60601 | 1,141,773.68 | 216,937 | | $ | 216,937 | $ 5,423.43 |
| R | T170800053 | 6-014D-C424-00-0002.0000000 | St Charles-Noah Development LLC | 420 Main St<br>East Peoria, IL 61611 | 252,790.63 | | 80,893 | $ | 80,893 | $ 2,022.33 |
| Q | T170800052 | 6-014D-C424-00-0001.0000000 | TRU - St Charles Hotel Associates LLC | 2 Quail Creek Rd<br>North Liberty, IA 52317 | 5,396,271.88 | | 1,726,807 | $ | 1,726,807 | $ 43,170.18 |
| | T180800001 | 6-014D-C468-00-003A.0000000 | SCND Block 1000 LLC | 420 N Main St<br>East Peoria, IL 61611 | 355,015.63 | | 113,605 | $ | 113,605 | $ 2,840.13 |
| | T180800002 | 6-014D-C468-00-003B.0000000 | SCND Block 1000 LLC | 420 N Main St<br>East Peoria, IL 61611 | 585,037.50 | | 187,212 | $ | 187,212 | $ 4,680.30 |
| | T180800003 | 6-014D-C468-00-004A.0000000 | SCND Block 1000 LLC | 420 N Main St<br>East Peoria, IL 61611 | 1,152,825.00 | | 368,904 | $ | 368,904 | $ 9,222.60 |
| | T180800004 | 6-014D-C468-00-004B.0000000 | SCND Block 1000 LLC | 420 N Main St<br>East Peoria, IL 61611 | 451,734.38 | | 144,555 | $ | 144,555 | $ 3,613.88 |
| | T180800005 | 6-014D-C468-00-004C.0000000 | SCND Block 1000 LLC | 420 N Main St<br>East Peoria, IL 61611 | 19,440.63 | | 6,221 | $ | 6,221 | $ 155.53 |
| | T220800005 | 6-014D-D109-00-012B.0000000 | St Charles-Noah Development LLC | 420 N Main St<br>East Peoria, IL 61611 | 1,232,821.88 | | 394,503 | $ | 394,503 | $ 9,862.58 |
| | T200800008 | 6-014D-C783-00-000A.0000000 | SCND Building 300 LLC | 420 N Main St<br>East Peoria, IL 61611 | 11,522,587.50 | | 3,687,228 | $ | 3,687,228 | $ 92,180.70 |
| | | | | | **$ 103,396,066** | **$ 8,257,770** | **$ 24,081,146** | **$** | **32,338,916** | **$ 808,473** |

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**RESOLUTION NO. 24-003**

**A RESOLUTION OF THE PLAZA AT NOAH'S ARK CENTER COMMUNITY IMPROVEMENT DISTRICT APPROVING PAST ACTIONS; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** 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. 5239 adopted by the City of St. Charles, Missouri (the "City" ), on January 23,2007 (the "Approving Ordinance"), the Plaza at Noah's Ark Center Community Improvement District (the "District") was formed as a Missouri political subdivision of the State of Missouri for the purpose of financing certain community improvements referenced in the Approving Ordinance (the "Project"); and

**WHEREAS,** the CID is a political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

**WHEREAS,** the CID is authorized and empowered under the CID Act to pay for improvements and other costs, or to assist in any such activity to accomplish the objectives of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK CENTER COMMUNITY IMPROVMENT DISTRICT AS FOLLOWS:**

**Section 1. Authorization and Approval of Payments.** The District Administrator has been directed and authorized to take any and all reasonable actions to initiate the payment of available District funds towards District operational costs and outstanding CID Project Costs.

**Section 2. Approval of Past Actions.** Actions taken by or on behalf of the District for purposes and in furtherance of the proposed projects and ongoing operations of the District are hereby ratified, acknowledged and accepted.

**Section 3. Execution of the Resolution**. The Chair of the Board of Directors is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and that the Secretary of the Board of Directors is hereby authorized and directed to attest to this Resolution.

**Section 5. Further Authority**. All actions heretofore taken by the authorized representatives of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed and the representatives 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 reimbursement and payment.

**Section 6. Severability**. 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 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 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.

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**Section 7. Governing Law**. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date**. This Resolution shall take effect and be in full force upon its adoption by the Board of Directors of the District.

Passed this 14th day of November, 2024.

I, the undersigned, Chair of the Plaza at Noah's Ark Center Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on November 14, 2024.

**PLAZA AT NOAH'S ARK CENTER COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

Plaza at Noah's Ark Community Improvement District
State of Missouri

WITNESS my hand and official seal this 14th day of November, 2024.

ATTEST:

[redacted]

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11/11/24
Cash Basis

# Plaza @ Noah's Ark CID
## Transaction Detail By Account
### November 1, 2023 through November 11, 2024

| | Date | Num | Name | Memo | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| **Administration Expenses** | | | | | | | |
| **Administration Fee** | | | | | | | |
| | 11/02/2023 | 1363 | Development Dynamics LLC | Administration Fee Invoice #2023-11-2010 | 5,000.00 | | 5,000.00 |
| | 03/05/2024 | 1372 | Development Dynamics LLC | Invoice# 2024-03-2010 | 5,000.00 | | 10,000.00 |
| | 11/01/2024 | 1380 | Development Dynamics LLC | Invoice# 2024-11-2010 | 5,009.75 | | 15,009.75 |
| Total Administration Fee | | | | | 15,009.75 | 0.00 | 15,009.75 |
| **Continuing Disclosure** | | | | | | | |
| | 10/03/2024 | 1379 | Development Dynamics LLC | Administration Expenses:Continuing Disclosure | 10,000.00 | | 10,000.00 |
| Total Continuing Disclosure | | | | | 10,000.00 | 0.00 | 10,000.00 |
| **Insurance** | | | | | | | |
| | 11/15/2023 | 1365 | Selective Insurance | 170-825-333 | 10,364.00 | | 10,364.00 |
| | 01/16/2024 | 1366 | Selective Insurance | 170-825-333 | 10,364.00 | | 20,728.00 |
| | 02/21/2024 | | | Insurance Claim Check #432970 | | 9,771.00 | 10,957.00 |
| | 02/21/2024 | | | Insurance Claim Check #434418 | | 281.40 | 10,675.60 |
| | 04/12/2024 | 1374 | Selective Insurance | | 10,364.00 | | 21,039.60 |
| | 07/23/2024 | 1377 | Selective Insurance | | 10,362.00 | | 31,401.60 |
| | 09/30/2024 | | Selective Insurance | | 30.00 | | 31,431.60 |
| Total Insurance | | | | | 41,484.00 | 10,052.40 | 31,431.60 |
| **Legal** | | | | | | | |
| | 11/15/2023 | 1364 | Hamilton Weber LLC | Invoice # 0105540 | 1,187.58 | | 1,187.58 |
| | 02/15/2024 | 1367 | Hamilton Weber LLC | -MULTIPLE- | 0.00 | | 1,187.58 |
| | 02/15/2024 | 1369 | Hamilton Weber LLC | -MULTIPLE- | 0.00 | | 1,187.58 |
| | 03/05/2024 | 1370 | Hamilton Weber LLC | -MULTIPLE- | 1,668.38 | | 2,855.96 |
| | 06/17/2024 | 1376 | Hamilton Weber LLC | Invoice#0107564 | 754.30 | | 3,610.26 |
| | 08/15/2024 | 1378 | Hamilton Weber LLC | Invoice#0108168 | 1,129.14 | | 4,739.40 |
| Total Legal | | | | | 4,739.40 | 0.00 | 4,739.40 |
| Total Administration Expenses | | | | | 71,233.15 | 10,052.40 | 61,180.75 |
| **Banking Fees** | | | | | | | |
| **Service Charge** | | | | | | | |
| | 11/11/2023 | | | Service Charge | 284.76 | | 284.76 |
| | 12/11/2023 | | | Service Charge | 295.53 | | 580.29 |

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# Plaza @ Noah's Ark CID
## Transaction Detail By Account
### November 1, 2023 through November 11, 2024

| | Date | Num | Name | Memo | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| | 01/11/2024 | | | Service Charge | 254.46 | | 834.75 |
| | 02/16/2024 | | | Service Charge | 258.92 | | 1,093.67 |
| | 03/16/2024 | | | Service Charge | 299.11 | | 1,392.78 |
| | 04/16/2024 | | | Service Charge | 263.32 | | 1,656.10 |
| | 05/16/2024 | | | Service Charge | 270.63 | | 1,926.73 |
| | 06/16/2024 | | | Service Charge | 147.06 | | 2,073.79 |
| | 07/16/2024 | | | Service Charge | 155.02 | | 2,228.81 |
| | 08/16/2024 | | | Service Charge | 348.02 | | 2,576.83 |
| | 09/16/2024 | | | Service Charge | 390.52 | | 2,967.35 |
| | 10/16/2024 | | | Service Charge | 329.07 | | 3,296.42 |
| Total Service Charge | | | | | 3,296.42 | 0.00 | 3,296.42 |
| Total Banking Fees | | | | | 3,296.42 | 0.00 | 3,296.42 |
| **Drury Rebate** | | | | | | | |
| | 02/20/2024 | WIRE | Drury Development Corp | | 100,528.70 | | 100,528.70 |
| | 08/15/2024 | WIRE | Drury Development Corp | | 11,432.81 | | 111,961.51 |
| Total Drury Rebate | | | | | 111,961.51 | 0.00 | 111,961.51 |
| **Note Repayment** | | | | | | | |
| | 11/10/2023 | | SCND Block 1000, LLC | Cancellation of CID Note/Reimbursement | 700,000.00 | | 700,000.00 |
| | 06/21/2024 | | SCND Block 1000, LLC | Cancellation of CID Note/Reimbursement | 350,778.07 | | 1,050,778.07 |
| Total Note Repayment | | | | | 1,050,778.07 | 0.00 | 1,050,778.07 |
| **Project Expenses** | | | | | | | |
| **Insurance** | | | | | | | |
| | 09/12/2024 | 1096 | St Charles Noah Development LLC | Reimbursement for Invoice 4404 | 19,205.87 | | 19,205.87 |
| Total Insurance | | | | | 19,205.87 | 0.00 | 19,205.87 |
| **Parking Lot Maintenance** | | | | | | | |
| | 04/11/2024 | 1095 | St Charles Noah Development LLC | Reimbursement for Parking Garage Fire Line Br | 83,707.29 | | 83,707.29 |
| Total Parking Lot Maintenance | | | | | 83,707.29 | 0.00 | 83,707.29 |
| **Security** | | | | | | | |
| | 01/16/2024 | 1094 | SCND Block 1000, LLC | 2023 CID Reimbursement Request | 77,000.00 | | 77,000.00 |
| Total Security | | | | | 77,000.00 | 0.00 | 77,000.00 |
| Total Project Expenses | | | | | 179,913.16 | 0.00 | 179,913.16 |

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# Plaza @ Noah's Ark CID
## Transaction Detail By Account
### November 1, 2023 through November 11, 2024

| | Date | Num | Name | Memo | Debit | Credit | Balance |
|---|---|---|---|---|---|---|---|
| **UMB Trustee Expense** | | | | | | | |
| **UMB Debt Service** | | | | | | | |
| **Interest** | | | | | | | |
| | 11/30/2023 | 87 | | | 405,396.88 | | 405,396.88 |
| | 05/31/2024 | 94 | | | 405,396.88 | | 810,793.76 |
| Total Interest | | | | | 810,793.76 | 0.00 | 810,793.76 |
| **Principal** | | | | | | | |
| | 05/31/2024 | 94 | | | 2,875,000.00 | | 2,875,000.00 |
| Total Principal | | | | | 2,875,000.00 | 0.00 | 2,875,000.00 |
| Total UMB Debt Service | | | | | 3,685,793.76 | 0.00 | 3,685,793.76 |
| **UMB EATS Expense** | | | | | | | |
| **Trustee Fee** | | | | | | | |
| | 11/30/2023 | 87 | | | 1,696.00 | | 1,696.00 |
| Total Trustee Fee | | | | | 1,696.00 | 0.00 | 1,696.00 |
| Total UMB EATS Expense | | | | | 1,696.00 | 0.00 | 1,696.00 |
| **UMB Revenue** | | | | | | | |
| **Trustee Fee** | | | | | | | |
| | 05/31/2024 | 94 | | | 1,696.00 | | 1,696.00 |
| Total Trustee Fee | | | | | 1,696.00 | 0.00 | 1,696.00 |
| Total UMB Revenue | | | | | 1,696.00 | 0.00 | 1,696.00 |
| Total UMB Trustee Expense | | | | | 3,689,185.76 | 0.00 | 3,689,185.76 |
| **TOTAL** | | | | | **5,106,368.07** | **10,052.40** | **5,096,315.67** |

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# RESOLUTION NO. 24-004

**A RESOLUTION OF PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT APPROVING AS TO FORM THE CONCERT LICENSE AGREEMENT, THE SPECIAL EVENT LICENSE AGREEMENT AND THE CONTINUING SERVICE AGREEMENT AND AUTHORIZING THE DISTRICT ADMINSITRATOR OR THE CHAIR OF THE BOARD OF DIRECTORS TO EXECUTE SAME**

**WHEREAS**, the Plaza at Noah's Ark Community Improvement District (the "District") was formed pursuant to Sections 10 through 13, inclusive, of Ordinance No. 07-021 of the City of St. Charles, Missouri (the "City"), a Missouri municipal corporation and constitutional charter city located in St. Charles County, Missouri, adopted and approved on January 23, 2007, by the City Council of the City (the "City Council") in accordance with the requirements of the Community Improvement District Act, Sections 67.1401 through 67.1571, of the Revised Statutes of Missouri, as amended (the "CID Act"); and

**WHEREAS**, the District owns or controls certain parcels of real property located within the District (the "District Properties"); and

**WHEREAS**, for the purposes of contracting for the provision of music and producing and promoting tourism, recreational and cultural activity and special events within the District, the District desires to, from time to time, to allow the use of all or part of the District Properties and enter into contracts for providing services within the District; and

**WHEREAS**, upon due consideration, the Board of Directors of the District desire to approve the execution of a Concert License Agreements, a Special Event License Agreement, and Continuing Service Agreement to carry out the above services within the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Approval of the Concert License Agreement.**

A. That the form, terms, and provisions of the Concert License Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "License Agreements"), are hereby approved and the District Administrator or Chair of the Board of Directors of the District is hereby authorized, empowered and directed to further execute, acknowledge and deliver on behalf of the District the Concert License Agreement in substantially the form attached hereto.

B. The District Administrator or Chair of the Board of Directors is hereby further authorized and directed for and on behalf of and in the name of the District to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be

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necessary or appropriate to consummate the above mentioned Concert License Agreement. The execution by the District Administrator or Chair of the Board of Directors of any agreement, document, instrument, check or certificate referred to in this Resolution and the Concert License Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the District Administrator or Chair of the Board of Directors may do or perform in conformance with the powers conferred upon them by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

**Section 2. Approval of the Special Event License Agreement.**

A. That the form, terms, and provisions of the Special Event License Agreement attached hereto, marked as **Exhibit B**, and incorporated by reference herein (the "License Agreements"), are hereby approved and the District Administrator or Chair of the Board of Directors of the District is hereby authorized, empowered and directed to further execute, acknowledge and deliver on behalf of the District the Special Event License Agreement in substantially the form attached hereto.

B. The District Administrator or Chair of the Board of Directors is hereby further authorized and directed for and on behalf of and in the name of the District to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the above mentioned Special Event License Agreement. The execution by the District Administrator or Chair of the Board of Directors of any agreement, document, instrument, check or certificate referred to in this Resolution and the Special Event License Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the District Administrator or Chair of the Board of Directors may do or perform in conformance with the powers conferred upon them by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

**Section 3. Approval of the Continuing Service Agreement.**

A. That the form, terms, and provisions of the Continuing Service Agreement attached hereto, marked as **Exhibit C**, and incorporated by reference herein (the "Continuing Service Agreement"), is hereby approved and the District Administrator or Chair of the Board of Directors of the District is hereby authorized, empowered and directed to further execute, acknowledge and deliver on behalf of the District the Continuing Service Agreement in substantially the form attached hereto.

B. The District Administrator or Chair of the Board of Directors is hereby further authorized and directed for and on behalf of and in the name of the District to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the above mentioned Continuing Service Agreement. The execution by the District Administrator or Chair of the Board of

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Directors of any agreement, document, instrument, check or certificate referred to in this Resolution and the Continuing Service Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the District Administrator or Chair of the Board of Directors may do or perform in conformance with the powers conferred upon them by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

**Section 4. Severability**. 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 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 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. Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed and approved by the Board of Directors of Plaza at Noah's Ark Community Improvement District this 14th day of November, 2024.

**PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

ATTEST:

[redacted]

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# RESOLUTION NO. 24-005

**A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ISSUANCE OF A CID NOTE ON JUNE 21, 2024 IN THE AMOUNT OF $350,778.07 IN ACCORDANCE WITH PROVISIONS WITHIN THE SERIES 2021 CID BOND TRANSCRIPT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** on February 25, 2016, the City of St. Charles, Missouri (the "City"), St. Charles – Noah Development, LLC (the "Developer"), and the Plaza at Noah's Ark Community Improvement District (the "District") entered into that certain Second Amended and Restated Redevelopment Agreement (the "SARRA"), which provides in Article V thereof, among other things, for the District to issue to Developer from time to time CID Notes in the amount of NID Assessments paid by Developer and not previously reimbursed; and

**WHEREAS,** as of January 1, 2021, the Developer paid for and was originally not reimbursed for $9,933,188.39 for NID Assessments; and

**WHEREAS,** the District issued Tax Increment and Improvement District Revenue Bonds, Series 2021 (the "Series 2021 Bonds") to refund certain outstanding indebtedness of the District, reimbursement the Developer for previously-paid NID Assessments, refund certain CID Notes, finance additional public improvements within the District, fund a Debt Service Reserve Fund for the Series 2021 Bonds, and pay costs related to the issuance of the Series 2021 Bonds; and

**WHEREAS,** in order to reimburse the Developer for a portion of the previously-paid NID Assessments, CID Notes are authorized to be issued and then redeemed with available CID revenues after payment of the TIF Obligations and other District operating expenses.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The findings and recitations hereinabove set forth are adopted and found to be true.

**Section 2.** The District previously authorized the issuance of CID Notes in an amount not to exceed $9,933,188.39 for reimbursement to the Developer for NID Assessment payments.

**Section 3.** The Board of Directors hereby authorizes officers and agents of the District to issue, execute and deliver for and on behalf of the District, a CID Note on June 21, 2024 in the amount of $350,778.07 for immediate redemption in accordance with provisions within the Series 2021 CID Bond transcript.

**Section 4.** Nothing contained in this Resolution shall preclude the issuance of further CID Notes for any remaining balance due the Developer for NID Assessment payments or for reimbursement for capital improvement projects in accordance with the SARRA and upon request of the Developer and submission of supporting documentation.

**Section 5.** 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

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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 Board of Directors 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 6.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7.** Any director of the District is hereby authorized and directed to execute and deliver for and on behalf of the District, and the Secretary or Assistant Secretary is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments contemplated by this Resolution. Any director of the District is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonably incidental to the implementation of this Resolution.

**Section 8.** This Resolution shall be in full force and effect from and after the date of its passage by the Board of Directors.

**Adopted and approved** by the Board of Directors of the Plaza at Noah's Ark Community Improvement District this 14th day of November, 2024.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on November 14, 2024.

Plaza at Noah's Ark Community Improvement District
State of Missouri

**PLAZA AT NOAHS ARK**
**COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

ATTEST:

[redacted]

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# EXHIBIT A

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**UNITED STATES OF AMERICA**
**STATE OF MISSOURI**

# PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT

## REVENUE NOTE

| | |
|---|---|
| **REGISTERED OWNER:** | **St. Charles – Noah Development, LLC** |
| **PRINCIPAL AMOUNT:** | **$350,778.07** |
| **DATED DATE:** | **June 21, 2024** |
| **MATURITY DATE:** | **June 21, 2024** |
| **INTEREST RATE:** | **9%** |

**PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "District"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount of three hundred thousand fifty seven hundred seventy-eight dollars and 07/cents ($350,778.07) on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above, from the Project Fund as defined in that certain Trust Indenture by and between the Plaza at Noah's Ark Community Improvement District and UMB Bank, NA., as Trustee, dated June 1, 2021 (the "Indenture") relating to $31,290,000 Plaza at Noah's Ark Community Improvement District Revenue Bonds Series 2021 (the "2021 CID Bonds").

The principal and interest of this Note shall be paid at maturity or upon earlier redemption, to the Registered Owner upon presentation and cancellation of this Note at the maturity or redemption date thereof, by UMB Bank, N.A. (the "Trustee"), by electronic transfer to such registered Owner upon written notice given to the Trustee not less than 5 days prior to the Maturity Date, containing the electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

This Note is issued pursuant to that certain Resolution of the Plaza at Noah's Ark Community Improvement District Approving the Issuance of CID Notes in an Amount Not to Exceed the Amount for which the Developer Can Be Reimbursed for NID Assessment Payments from the Proceeds of the Series 2021 CID Bonds; which such Resolution was duly adopted on May 21, 2021, and pursuant to authority as set forth in Article V of that certain Second Amended and Restated Redevelopment Agreement dated

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February 25, 2016, by and between the City of St. Charles, Missouri, the Plaza at Noah's Ark Community Improvement District, and St. Charles – Noah Development, LLC.

The Note constitutes special, limited obligations of the District payable as to principal, premium, if any, and interest solely from calculation of available CID revenues amounts set forth in within the 2021 Bond transcript. The Note shall not constitute debts or liabilities of the District, the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, charter or statutory debt limitation or restriction.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law.

**IN WITNESS WHEREOF, PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT** has executed this Note by causing it to be signed by the manual or facsimile signature of its Chairman and attested by the manual or facsimile signature of its Secretary, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the Dated Date shown above.

Registration Date: November 14, 2024

Plaza at Noah's Ark Community Improvement District
State of Missouri

**PLAZA AT NOAH'S ARK**
**COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

ATTEST:

[redacted]

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# RESOLUTION NO. 24-006

**A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ISSUANCE OF A CID NOTE ON NOVEMBER 15, 2024 IN THE AMOUNT OF $462,206.86 IN ACCORDANCE WITH PROVISIONS WITHIN THE SERIES 2021 CID BOND TRANSCRIPT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS,** on February 25, 2016, the City of St. Charles, Missouri (the "City"), St. Charles – Noah Development, LLC (the "Developer"), and the Plaza at Noah's Ark Community Improvement District (the "District") entered into that certain Second Amended and Restated Redevelopment Agreement (the "SARRA"), which provides in Article V thereof, among other things, for the District to issue to Developer from time to time CID Notes in the amount of NID Assessments paid by Developer and not previously reimbursed; and

**WHEREAS,** as of January 1, 2021, the Developer paid for and was originally not reimbursed for $9,933,188.39 for NID Assessments; and

**WHEREAS,** the District issued Tax Increment and Improvement District Revenue Bonds, Series 2021 (the "Series 2021 Bonds") to refund certain outstanding indebtedness of the District, reimbursement the Developer for previously-paid NID Assessments, refund certain CID Notes, finance additional public improvements within the District, fund a Debt Service Reserve Fund for the Series 2021 Bonds, and pay costs related to the issuance of the Series 2021 Bonds; and

**WHEREAS,** in order to reimburse the Developer for a portion of the previously-paid NID Assessments, CID Notes are authorized to be issued and then redeemed with available CID revenues after payment of the TIF Obligations and other District operating expenses.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

**Section 1.** The findings and recitations hereinabove set forth are adopted and found to be true.

**Section 2.** The District previously authorized the issuance of CID Notes in an amount not to exceed $9,933,188.39 for reimbursement to the Developer for NID Assessment payments.

**Section 3.** The Board of Directors hereby authorizes officers and agents of the District to issue, execute and deliver for and on behalf of the District, a CID Note on November 15, 2024 in the amount of $462,206.86 for immediate redemption in accordance with provisions within the Series 2021 CID Bond transcript.

**Section 4.** Nothing contained in this Resolution shall preclude the issuance of further CID Notes for any remaining balance due the Developer for NID Assessment payments or for reimbursement for capital improvement projects in accordance with the SARRA and upon request of the Developer and submission of supporting documentation.

**Section 5.** 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

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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 Board of Directors 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 6.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7.** Any director of the District is hereby authorized and directed to execute and deliver for and on behalf of the District, and the Secretary or Assistant Secretary is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments contemplated by this Resolution. Any director of the District is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonably incidental to the implementation of this Resolution.

**Section 8.** This Resolution shall be in full force and effect from and after the date of its passage by the Board of Directors.

**Adopted and approved** by the Board of Directors of the Plaza at Noah's Ark Community Improvement District this 14th day of November, 2024.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on November 14, 2024.

Plaza at Noah's Ark Community Improvement District
State of Missouri

**PLAZA AT NOAHS ARK**
**COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

ATTEST:

[redacted]

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# EXHIBIT A

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**UNITED STATES OF AMERICA**
**STATE OF MISSOURI**

# PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT

## REVENUE NOTE

| | |
|---|---|
| **REGISTERED OWNER:** | **St. Charles – Noah Development, LLC** |
| **PRINCIPAL AMOUNT:** | **$462,206.86** |
| **DATED DATE:** | **November 15, 2024** |
| **MATURITY DATE:** | **November 15, 2024** |
| **INTEREST RATE:** | **9%** |

**PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "District"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount of four hundred sixty-two thousand two hundred six dollars and 86/cents ($462,206.86) on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above, from the Project Fund as defined in that certain Trust Indenture by and between the Plaza at Noah's Ark Community Improvement District and UMB Bank, NA., as Trustee, dated June 1, 2021 (the "Indenture") relating to $31,290,000 Plaza at Noah's Ark Community Improvement District Revenue Bonds Series 2021 (the "2021 CID Bonds").

The principal and interest of this Note shall be paid at maturity or upon earlier redemption, to the Registered Owner upon presentation and cancellation of this Note at the maturity or redemption date thereof, by UMB Bank, N.A. (the "Trustee"), by electronic transfer to such registered Owner upon written notice given to the Trustee not less than 5 days prior to the Maturity Date, containing the electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

This Note is issued pursuant to that certain Resolution of the Plaza at Noah's Ark Community Improvement District Approving the Issuance of CID Notes in an Amount Not to Exceed the Amount for which the Developer Can Be Reimbursed for NID Assessment Payments from the Proceeds of the Series 2021 CID Bonds; which such Resolution was duly adopted on May 21, 2021, and pursuant to authority as set forth in Article V of that certain Second Amended and Restated Redevelopment Agreement dated

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February 25, 2016, by and between the City of St. Charles, Missouri, the Plaza at Noah's Ark Community Improvement District, and St. Charles – Noah Development, LLC.

The Note constitutes special, limited obligations of the District payable as to principal, premium, if any, and interest solely from calculation of available CID revenues amounts set forth in within the 2021 Bond transcript. The Note shall not constitute debts or liabilities of the District, the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, charter or statutory debt limitation or restriction.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law.

**IN WITNESS WHEREOF, PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT** has executed this Note by causing it to be signed by the manual or facsimile signature of its Chairman and attested by the manual or facsimile signature of its Secretary, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the Dated Date shown above.

Registration Date: November 15, 2024

Plaza at Noah's Ark Community Improvement District
State of Missouri

**PLAZA AT NOAH'S ARK**
**COMMUNITY IMPROVEMENT DISTRICT**

[redacted]

ATTEST:

[redacted]

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# RESOLUTION NO. 24- 007

**A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2024; APPROVING A PRELIMINARY BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, THE MISSOURI DEPARTMENT OF REVENUE, AND THE OFFICE OF THE STATE AUDITOR OF MISSOURI IN COMPLIANCE WITH PROVISIONS WITHIN THE COMMUNITY IMPROVEMENT DISTRICT ACT**

**WHEREAS**, Section 67.010, RSMo., as amended, requires each political subdivision to prepare an annual budget; and

**WHEREAS,** pursuant to Section 67.1471.1, RSMo., "the fiscal year for the district shall be the same as the fiscal year of the municipality;" and

**WHEREAS,** pursuant to Section 39.01 of the Code of Ordinances for the City of St. Charles, Missouri, "the fiscal year of the city shall commence on January 1 and terminate on December 31 in each year…"; and

**WHEREAS,** pursuant to Section 67.1471.2, RSMo., "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board shall submit to the governing body of the city a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year;".

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Approval of the amended budget for the year ending December 31, 2024.** The budget of the District for the year ending December 31, 2024, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

**Section 2. Approval of the preliminary budget for the year ending December 31, 2025.** The preliminary budget of the District for the year ending December 31, 2025, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The Board of Directors authorizes amending the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

**Section 3. District to Forward Budget to the City.** The District's Administrator shall send a copy of the preliminary budget to the City of St. Charles, Missouri for review and comment.

**Section 4. Further Authority.** The District shall, and the officers and agents 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.

**Section 5. Severability**. 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 this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District

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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 6. Governing Law**. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7. Effective Date**. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 14th day of November, 2024.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on November 14, 2024.

**PLAZA AT NOAH'S ARK**
**COMMUNITY IMPROVEMENT DISTRICT**

Plaza at Noah's Ark Community Improvement District
State of Missouri

[redacted]

WITNESS my hand and official seal this 14th day of November, 2024.

ATTEST:

[redacted]

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# Plaza at Noah's Ark
# Community Improvement District

## PRELIMINARY BUDGET
## YEAR ENDING DECEMBER 31, 2025

## AMENDED BUDGET
## YEAR ENDING DECEMBER 31, 2024

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## BUDGET MESSAGE

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 Plaza at Noah's Ark Community Improvement District (the *"District"*) was formed by Ordinance No. 07-21 of the City of St. Charles, Missouri (the *"City"*) passed on January 23, 2007, (the *"Ordinance"*). The District is a political subdivision of the State of Missouri.

On July 20, 2007, the District approved Resolution No. 2007-05, levying a special assessment on real property tax in an amount not to exceed $2.50 per one hundred dollars ($100) of assessed valuation of taxable improvements on each parcel, tract, or lot within the District (the *"CID Special Assessment"*). The CID Assessment became effective on January 1, 2009 in accordance with Section 67.1531 of the CID Act. Pursuant to Section 67.1541.2 of the CID Act, the St. Charles County Collector collects the CID Special Assessment in the same manner as real property taxes are collected and deducts the reasonable costs of such collection from the CID Special Assessment revenues collected.

Tax increment financing economic activity taxes (TIF EATs") are a combination of City EATs and County EATs. The City EATs calculations are prepared by the City of St. Charles and forwarded to the District monthly. The County EATs calculation are prepared by St. Charles County, annually.

Tax increment financing "PILOTS" are 100% of the real property taxes generated from certain levies on the incremental ad valorem taxable assessed value over the established base value. PILOTS are calculated by multiplying the appropriate annual tax rates by the incremental assessed value calculated for each year. St. Charles County prepares the calculations to determine the "increment" based upon the specific levies that generate the Real Property Tax Revenues and TIF PILOTS funds are deposited in CID account once annually.

In 2023, the District began the year with a fund balance of $5,503,275.87. The District received combined CID Sales Tax, CID Special Assessment, and TIF revenues in the amount of $4,508,206. The District further incurred operational, maintenance, and debt service expenses in the amount of $6,264,468. The year end fund balance was $3,747,014. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements were $26,790,000 and $4,574,698, respectively.

In 2024, the District began the year with a fund balance of approximately $3,747,014. The District anticipates combined CID Sales Tax, CID Special Assessment, and TIF revenues of approximately $4,935,330. The District further anticipates incurring operational, maintenance, and debt service expenses of approximately $4,934,167. The year end fund balance is expected to be approximately $3,748,177. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements are anticipated to be $23,915,000 and $3,761,713, respectively.

In 2025, the District anticipated beginning the year with a fund balance of approximately $3,748,177. The District anticipates combined CID Sales Tax, CID Special Assessment, and TIF revenues of approximately $4,805,670. The District further anticipates incurring operational, maintenance, and debt service expenses of approximately $4,989,563. The year end fund balance is expected to be approximately $3,564,284. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements are anticipated to be $20,935,000 and $2,914,291, respectively.

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# PLAZA AT NOAH'S ARK CID
## Preliminary Budget
## Year Ending Dec. 31, 2025

| | Proposed Budget | |
|---|---|---|
| **Income** | | |
| **CID Special Trust Revenue Accounts** | | |
| **CID Sales Tax Revenue** | 750,000.00 | |
| **CID Special Assessment Revenue** | 808,500.00 | |
| **CID Use Tax** | 40,000.00 | |
| **Interest** | 165,000.00 | |
| **TIF EATS** | 1,250,000.00 | 1 |
| **TIF PILOTS** | 1,792,170.00 | 2 |
| **Total CID Special Trust Revenue Accounts** | 4,805,670.00 | |
| **Expense** | | |
| **CID Special Trust Expense Accounts** | | |
| **Enterprise Bank - CID Special Trust Account** | | |
| **Transfer to UMB Trustee - Net Proceeds** | | |
| Transfer TIF PILOTS to Trustee | 1,423,770.00 | |
| Transfer CID Revenues to Trustee (CID Assessment & Sales Tax) | 1,598,500.00 | |
| Transfer TIF EATS Revenues to Trustee | 1,250,000.00 | |
| **Total Net Proceeds Transferred** | 4,272,270.00 | |
| **UMB Revenue Expense** | | |
| Trustee Fee | 1,696.00 | |
| **Total UMB Revenue Expense** | 1,696.00 | |
| **UMB Debt Service** | | |
| Interest | 679,843.76 | |
| Principal | 2,980,000.00 | |
| **Total UMB Debt Service** | 3,659,843.76 | |
| **Administration Expenses** | | |
| Administration Fee | 10,000.00 | |
| City of St. Charles Admin | 30,000.00 | |
| Continuing Disclosure | 10,000.00 | |
| D/O Insurance | 2,400.00 | |
| Insurance | 35,000.00 | |
| Legal | 4,000.00 | |
| **Total Administration Expenses** | 91,400.00 | |
| **Banking Fees** | | |
| Service Charge | 2,200.00 | |
| **Total Banking Fees** | 2,200.00 | |
| **CID Note Payment** | 847,422.93 | 3 |
| **Drury Rebate** | 110,000.00 | |
| **Total Enterprise Bank CID Special Trust Expenses** | 1,051,022.93 | |
| **American Bank - Maintenance Account Expense** | | |
| Maintenance | 200,000.00 | 4 |
| Security | 77,000.00 | |
| **Total American Bank Maintenance Expenses** | 277,000.00 | |
| **Total CID Special Trust Account Expenses** | 3,661,539.76 | |
| **Total Expense** | 4,989,562.69 | |
| **Net Income** | **-183,892.69** | |

| | |
|---|---|
| **Beginning Balance** | $ 3,748,176.99 |
| **Ending Balance** | $ 3,564,284.30 |

| **Fund Balance** | **1/1/2025** | **Additions** | **Subtractions** | **12/31/2025** |
|---|---|---|---|---|
| American Bank-Maintenance Account | $ 83,154.04 | $ 277,000.00 | $ (277,000.00) | 83,154.04 |
| Enterprise Bank-Special Trust Deposit Account | $ 88,511.68 | 5,744,492.93 | (5,691,692.93) | 141,311.68 |
| Enterprise Bank - Operating Account | $ 4,415.06 | $ 91,400.00 | $ (91,400.00) | $ 4,415.06 |
| Total Trust Accounts | $ 3,572,096.21 | $ 4,272,270.00 | $ (4,508,962.69) | $ 3,335,403.52 |
| **Total CID Accounts** | **$ 3,748,176.99** | **$ 10,385,162.93** | **$ (10,569,055.61)** | **$ 3,564,284.30** |

| **Debt Outstanding** | **1/1/2025** | **Issued** | **Retired** | **12/31/2025** |
|---|---|---|---|---|
| Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021 | $ 23,915,000 | $ - | $ (2,980,000) | $ 20,935,000 |

| **Outstanding Project Reimbursement Obligation** | **1/1/2025** | **Issued** | **Retired** | **12/31/2025** |
|---|---|---|---|---|
| Maximum NID Note Reimbursements | $ 3,761,713 | $ - | $ (847,423) | $ 2,914,291 |

**CID Income Analytic Review:**

1 TIF EATS revenue: "City EATS" calculations prepared by City of St. Charles, and forwarded to CID, monthly.

2 TIF "PILOTS": 100% of the real property taxes generated from certain levies on the incremental ad valorem taxable assessed value over the established base value; PILOTS are calculated by multiplying the appropriate annual tax rates by the incremental assessed value calculated for each year. St. Charles County prepares the calculations to determine the "increment" based upon the specific levies that generate the Real Property Tax Revenues and TIF PILOTS funds are deposited in CID account once annually. TIF PILOTS revenue is on track to slightly exceed intitial budget estimates.

3 The Excess Funds are a transfer from the Trustee to the CID of excess revenues from the PILOTs, EATS and CID revenues. The Excess Funds are used to reimburse the Developer for the NID Note Payment.

4 Maintenance expenditures for fiscal year 2025 were estimated based on the fiscal year 2024 total.

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# PLAZA AT NOAH'S ARK CID
## Amended Budget
## Year Ending - Dec. 31, 2024

| | Actual January - October 2024 | Amended Budget | Original Budget |
|---|---|---|---|
| **Income** | | | |
| CID Special Trust Revenue Accounts | | | |
| **CID Sales Tax Revenue** | 628,940.85 | 750,000.00 | 600,000.00 |
| **CID Special Assessment Revenue** | 816,590.11 | 816,590.11 | 798,000.00 |
| **CID Use Tax** | 42,437.85 | 50,000.00 | 10,000.00 |
| **Interest** | 162,639.19 | 180,000.00 | 130,000.00 |
| **TIF EATS** | 1,098,512.91 | 1,300,000.00 | 850,000.00 |
| **TIF PILOTS** | 1,838,739.61 | 1,838,739.61 | 1,792,170.06 |
| **Total CID Special Trust Revenue Accounts** | 4,587,860.52 | 4,935,329.72 | 4,180,170.06 |
| **Expense** | | | |
| CID Special Trust Expense Accounts | | | |
| **Enterprise Bank - CID Special Trust Account** | | | |
| **Transfer to UMB Trustee - Net Proceeds** | | | |
| Transfer TIF PILOTS to Trustee | 1,609,982.00 | 1,609,982.00 | 1,792,170.06 |
| Transfer CID Revenues to Trustee (CID Assessment & Sales Tax) | 1,433,009.00 | 1,560,741.85 | 1,241,100.00 |
| Transfer TIF EATS Revenues to Trustee | 1,005,962.00 | 1,300,000.00 | 850,000.00 |
| **Total Net Proceeds Transferred** | 4,048,953.00 | 4,470,723.85 | 3,883,270.06 |
| **UMB Revenue Expense** | | | |
| Trustee Fee | 1,696.00 | 1,696.00 | 1,696.00 |
| **Total UMB Revenue Expense** | 1,696.00 | 1,696.00 | 1,696.00 |
| **UMB Debt Service** | | | |
| Interest | 405,396.88 | 767,668.76 | 767,668.76 |
| Principal | 2,875,000.00 | 2,875,000.00 | 2,875,000.00 |
| **Total UMB Debt Service** | 3,280,396.88 | 3,642,668.76 | 3,642,668.76 |
| **Administration Expenses** | | | |
| Administration Fee | 5,000.00 | 10,000.00 | 10,000.00 |
| City of St. Charles Admin | 0.00 | 30,000.00 | 30,000.00 |
| Continuing Disclosure | 10,000.00 | 10,000.00 | 10,000.00 |
| D/O Insurance | 0.00 | 2,400.00 | 2,400.00 |
| Insurance | 21,067.60 | 35,000.00 | 35,000.00 |
| Legal | 3,551.82 | 4,000.00 | 1,000.00 |
| **Total Administration Expenses** | 39,619.42 | 91,400.00 | 88,400.00 |
| **Banking Fees** | | | |
| Service Charge | 2,716.13 | 3,250.00 | 2,200.00 |
| **Total Banking Fees** | 2,716.13 | 3,250.00 | 2,200.00 |
| **CID Note Payment** | 350,778.07 | 812,984.93 | 815,000.00 |
| **Drury Rebate** | 111,961.51 | 111,961.51 | 100,000.00 |
| **Total Enterprise Bank CID Special Trust Expenses** | 505,075.13 | 1,019,596.44 | 1,005,600.00 |
| **American Bank - Maintenance Account Expense** | | | |
| Maintenance | 83,707.29 | 97,000.00 | 0.00 |
| Insurance | 19,205.87 | 19,205.87 | 0.00 |
| Security | 77,000.00 | 154,000.00 | 77,000.00 |
| **Total American Bank Maintenance Expenses** | 179,913.16 | 270,205.87 | 77,000.00 |
| **Total CID Special Trust Account Expenses** | 3,282,092.88 | 3,644,364.76 | 3,644,364.76 |
| **Total Expenses** | 3,967,081.17 | 4,934,167.07 | 4,726,964.76 |
| **Net Income** | **620,779.35** | **1,162.65** | **-546,794.70** |

| | |
|---|---|
| **Beginning Balance** | $ 3,747,014.34 |
| **Ending Balance** | $ 3,748,176.99 |

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| Fund Balance | 1/1/2024 | Additions | Subtractions | 12/31/2024 |
|---|---|---|---|---|
| American Bank-Maintenance Account | $ 83,154.04 | $ 270,205.87 | $ (270,205.87) | 83,154.04 |
| Enterprise Bank-Special Trust Deposit Account | $ 190,723.19 | 5,748,314.65 | (5,850,526.16) | 88,511.68 |
| Enterprise Bank - Operating Account | $ 5,815.06 | $ 90,000.00 | $ (91,400.00) | $ 4,415.06 |
| Total Trust Accounts | $ 3,467,322.05 | $ 4,470,723.85 | $ (4,365,949.69) | $ 3,572,096.21 |
| **Total CID Accounts** | **$ 3,747,014.34** | **$ 10,579,244.37** | **$ (10,578,081.72)** | **$ 3,748,176.99** |

| Debt Outstanding | 1/1/2024 | Issued | Retired | 12/31/2024 |
|---|---|---|---|---|
| Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021 | $ 26,790,000 | $ - | $ (2,875,000) | $ 23,915,000 |

| Outstanding Project Reimbursement Obligation | 1/1/2024 | Issued | Retired | 12/31/2024 |
|---|---|---|---|---|
| Maximum NID Note Reimbursements | $ 4,574,698 | $ - | $ (812,985) | $ 3,761,713 |

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# PLAZA AT NOAH'S ARK CID
## Budget to Actual
## Year Ending - Dec. 31, 2023

| | Actual | Amended Budget | Original Budget |
|---|---|---|---|
| **Income** | | | |
| CID Special Trust Revenue Accounts | | | |
| CID Sales Tax Revenue | 749,578.11 | 700,000.00 | 600,000.00 |
| CID Special Assessment Revenue | 769,503.66 | 798,000.00 | 798,000.00 |
| CID Use Tax | 25,158.28 | 20,000.00 | 5,000.00 |
| Interest | 177,618.11 | 150,000.00 | 2,500.00 |
| TIF EATS | 1,119,145.65 | 1,110,000.00 | 600,000.00 |
| TIF PILOTS | 1,667,202.25 | 1,792,170.06 | 1,792,170.06 |
| Total CID Special Trust Revenue Accounts | 4,508,206.06 | 4,570,170.06 | 3,797,670.06 |
| **Expense** | | | |
| CID Special Trust Expense Accounts | | | |
| Enterprise Bank - CID Special Trust Account | | | |
| Transfer to UMB Trustee - Net Proceeds | | | |
| Transfer TIF PILOTS to Trustee | 1,441,920.00 | 1,792,170.06 | 1,792,170.06 |
| Transfer CID Revenues to Trustee (CID Assessment & Sales Tax) | 1,507,355.00 | 1,351,100.00 | 1,236,100.00 |
| Transfer TIF EATS Revenues to Trustee | 1,119,144.00 | 1,110,000.00 | 600,000.00 |
| Total Net Proceeds Transferred | 4,068,419.00 | 4,253,270.06 | 3,628,270.06 |
| UMB Revenue Expense | | | |
| Trustee Fee | 3,392.00 | 1,696.00 | 1,696.00 |
| Total UMB Revenue Expense | 3,392.00 | 1,696.00 | 1,696.00 |
| UMB Debt Service | | | |
| Interest | 847,168.75 | 847,168.76 | 847,168.76 |
| Principal | 2,425,000.00 | 2,425,000.00 | 2,425,000.00 |
| Total UMB Debt Service | 3,272,168.75 | 3,272,168.76 | 3,272,168.76 |
| Operational Expenses | | | |
| Administration Fee | 10,000.00 | 10,000.00 | 10,000.00 |
| City of St. Charles Admin | 62,053.02 | 30,000.00 | 30,000.00 |
| Continuing Disclosure | 10,000.00 | 10,000.00 | 10,000.00 |
| D/O Insurance | 0.00 | 2,400.00 | 2,400.00 |
| Insurance | 37,687.00 | 35,000.00 | 35,000.00 |
| Legal | 4,979.21 | 3,418.57 | 0.00 |
| Total Administration Expenses | 124,719.23 | 90,818.57 | 87,400.00 |
| Banking Fees | | | |
| Service Charge | 3,221.41 | 2,500.00 | 1,200.00 |
| Total Banking Fees | 3,221.41 | 2,500.00 | 1,200.00 |
| CID Note Payment | 2,753,490.00 | 2,053,490.00 | 900,000.00 |
| Drury Rebate | 107,476.20 | 107,476.20 | 120,000.00 |
| Total Enterprise Bank CID Special Trust Expenses | 6,264,467.59 | 5,528,149.53 | 4,382,464.76 |
| American Bank - Maintenance Account Expense | | | |
| Security | 0.00 | 77,000.00 | 77,000.00 |
| Total American Bank Maintenance Expenses | 0.00 | 77,000.00 | 77,000.00 |
| Total CID Special Trust Account Expenses | 6,264,467.59 | 5,605,149.53 | 4,459,464.76 |
| **Net Income** | **-1,756,261.53** | **-1,034,979.47** | **-661,794.70** |

| | | |
|---|---|---|
| Beginning Balance | $ | 5,503,275.87 |
| Ending Balance | $ | 3,747,014.34 |

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| Fund Balance | 1/1/2023 | Additions | Subtractions | 12/31/2023 |
|---|---|---|---|---|
| American Bank-Maintenance Account | $ 6,154.04 | $ 77,000.00 | $ - | 83,154.04 |
| Enterprise Bank-Special Trust Deposit Account | $ 2,148,703.95 | 4,508,206.06 | (6,466,186.82) | 190,723.19 |
| Enterprise Bank - Operating Account | $ 5,815.06 | $ 124,719.23 | $ (124,719.23) | $ 5,815.06 |
| Total Trust Accounts | $ 3,342,602.82 | $ 4,068,419.00 | $ (3,943,699.77) | $ 3,467,322.05 |
| **Total CID Accounts** | **$ 5,503,275.87** | **$ 8,778,344.29** | **$ (10,534,605.82)** | **$ 3,747,014.34** |

| Debt Outstanding | 1/1/2023 | Issued | Retired | 12/31/2023 |
|---|---|---|---|---|
| Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021 | $ 29,215,000 | $ - | $ (2,425,000) | $ 26,790,000 |

| Outstanding Project Reimbursement Obligation | 1/1/2023 | Issued | Retired | 12/31/2023 |
|---|---|---|---|---|
| CID Note Issue per Reso 21-002 | $ 7,328,188 | $ - | $ (2,753,490) | $ 4,574,698 |

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# Request for Council Action

**Ward(s):** 6 **Sponsor(s):** N/A

**Description:**
Receipt of the Annual Report Year Ending December 31, 2024 as Submitted by the Board of Directors of the Suits U Mexico 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 for Year Ending December 31, 2024 for the Suits U Mexico 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

# Suits U Mexico
# Community Improvement District

Annual Report
Year Ending December 31, 2024

St. Charles, Missouri

**DEVELOPMENT DYNAMICS, LLC**
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602

# Table of Contents

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4. District Legal Description ..... 3
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*Signatures on any documents have been redacted for security purposes.*

## 1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

## 2. District Description

The Suits U Mexico Community Improvement District is located in the City of St. Charles, Missouri (the "City") and encompasses approximately 2.02 acres of real property along the south side of Mexico Road near the intersection with Muegge Road. The District is a political subdivision, separate from the City, established after the adoption of an ordinance by the City Council. As a political subdivision, the District is managed by a board of directors (the "Board"), appointed by the Mayor with the consent of the City Council.

| | | |
|---|---|---|
| Reporting Period: | January 1, 2024 through December 31, 2024 | |
| Date District Established: | March 5, 2019 | |
| Enacting Ordinance: | City of St. Charles Ordinance No. 19-059 | |
| CID Sales Tax Effective Date: | Sales tax election yet to be held | |
| Date Annual Budget Adopted: | September 25, 2024 | |
| Date Proposed Budget Submitted to Municipality: | September 25, 2024 | |
| Date Annual Report Submitted to Municipal Clerk: | April 29, 2024 | |
| Municipality: | City of St. Charles<br>200 N. Second Street<br>St. Charles, MO 63301 | |
| County: | St. Charles County | |
| District Administrator: | Development Dynamics, LLC<br>2897 Highway K, Suite 210<br>O'Fallon, MO 63368<br>Phone: 636/561-8602 | |
| Governing Board of Directors: | Gary Grewe | Director |
| | Bill Appelbaum | Director |
| | Bruce Evans | Director |
| | Michael Grewe | Director |
| | Kyle Lenzen | Director |

## 3. Purpose

The District was formed in 2019 to address improvements (i.e., transportation, utility, and similar capital improvements within the District.

## 4. District Legal Description

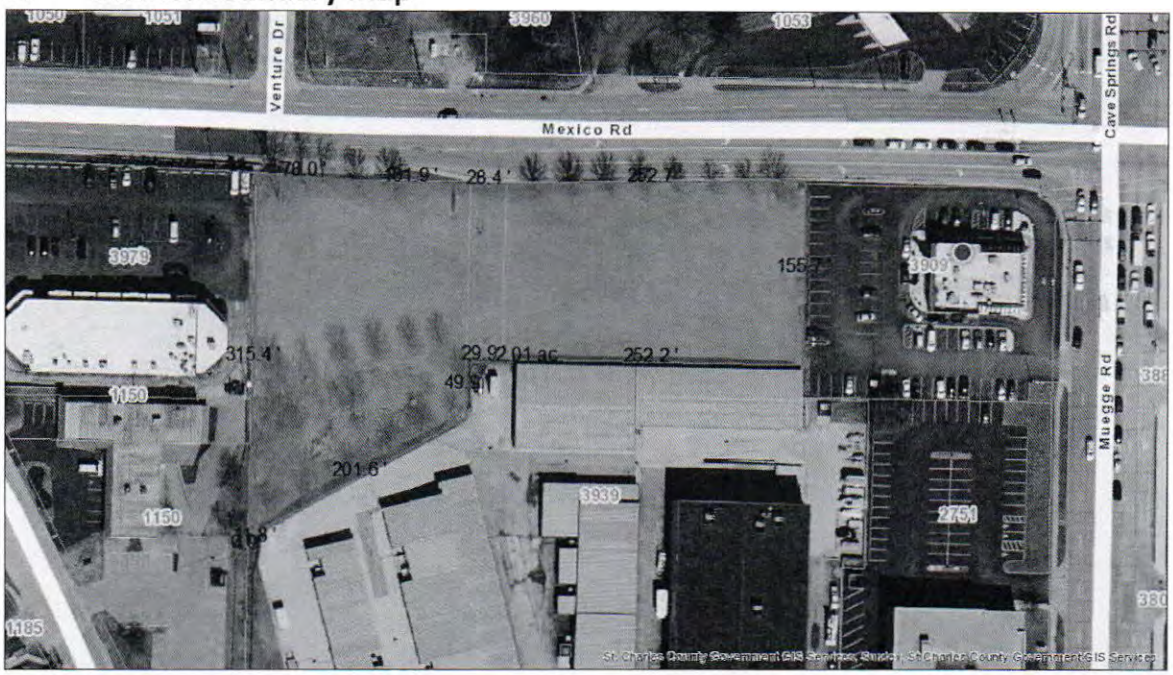
"Re-Subdivision Plat of Lot 1 of Liberty Plaza Center", a subdivision in St. Charles County, Missouri, according to the plat thereof recorded in Plat Book 47 page 309 of the St. Charles County Records

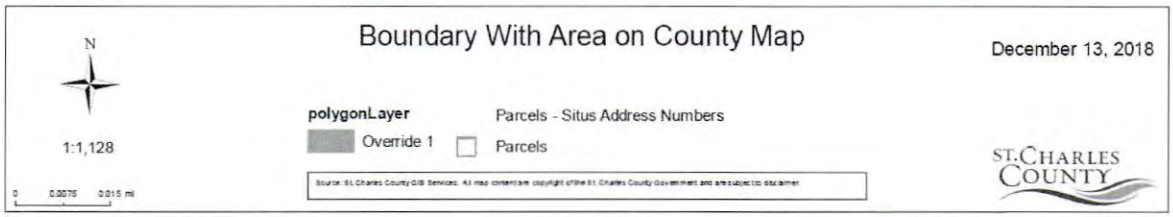
Legal Description - Lot 1A (Tax Locator Number: T151000001): A parcel of ground in the West fractional half of fractional Section 34, Township 47 North, Range 4 East, being part of Lot 1 of Liberty Plaza Center, recorded in Plat Book 32 Page 282, St. Charles Recorders office, St Charles County, Missouri more particularly described as follows: Beginning at the southern line of Mexico Road, irregular width, with the northeast corner of said Lot 1, thence along the southern line of said Mexico Road, the following courses and distances, South 86 degrees 46 minutes 16 seconds East 72.56 feet to a point; and south 88 degrees 45 minutes 46 seconds East 107.84 feet, to a point; thence south 01 degrees 33 minutes 44 seconds West 198.58 feet, along a line parallel with the western line of said Lot 1, to a point; thence south 61 degrees 13 minutes 18 seconds west 201.26 feet to a point; thence south 01 degrees 12 minutes 37 seconds west 12.00 feet, to a point; thence north 88 degrees 47 minutes 23 seconds West 6.75 feet to a point in the Western line of said Lot 1; thence north 01 degrees 33 minutes 44 seconds east 313.79 feet, along the western line of said Lot 1, to the Southern line of said Mexico Road, and to the point of beginning and containing 45,406 square feet or 1.0424 acres.

Legal Description - Lot 1B (Tax Locator Number: T151000002): A parcel of ground in the West fractional half of fractional Section 34, Township 47 North, Range 4 East, being part of Lot 1 of Liberty Plaza Center, recorded in Plat Book 32 Page 282, St. Charles Recorders office, St Charles County, Missouri more particularly described as follows: Beginning at the Northeastern corner of said Lot 1, and the Southern line of Mexico Road, irregular width; thence South 01 degrees 14 minutes 14 seconds West 156.00 feet, along the Eastern line of said Lot 1, to a point; thence North 88 degrees 47 minutes 23 seconds West 252.00 feet, to a point; thence North 01 degrees 33 minutes 44 seconds East 148.12 feet, along a line parallel with the Western line of said Lot 1, to a point in the Southern line of said Mexico Road; thence South 88 degrees 45 minutes 46 seconds East 22.16 feet, along the Southern line of said Mexico Road, to a point; thence North 89 degrees 14 minutes 12 seconds East 229.14 feet, along the Southern line of said Mexico Road, to the point of beginning and containing 38,165 feet or .8761 acres.

Legal Description – a portion of Lot 1C (Tax Locator Number: T151000003): That portion of Lot 1-C comprised of a rectangular strip of land, approximately 30 feet wide, dividing Lot 1-A from Lot 1-B and running approximately 148 feet south from Mexico Road to the south property line of Lot 1-B or approximately 0.1019 acres.

## 5. District Boundary Map




## 6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

**Attachments:**

- Financial Statement for the Year Ending December 31, 2024

## Suits U Mexico Community Improvement District
## Annual Report of Financial Transactions
## For the Fiscal Year January 1, 2024 to December 31, 2024

**A. Beginning Balance** $ -

No open account

**B. Summary of Receipts**

| | | |
|---|---|---|
| CID Sales Tax | $ - | |
| Interest Earnings | $ - | |
| **Total Receipts** | | $ - |

**C. Summary of Disbursements**

| | | |
|---|---|---|
| Banking Fees | $ - | |
| Project Fees | $ - | |
| District Administrative Costs | $ - | |
| Total Disbursements | | $ - |

**D. Ending Balance** $ -

**E. Summary of Ending Balance by Depository**

No open account $ -

**F. Statement of Indebtedness**

| | Outstanding on 01/01/2024 | Issued During 2024 | Retired During 2024 | Outstanding on 12/31/2024 |
|---|---|---|---|---|
| Indebtedness | $ - | $ - | $ - | $ - |

**G. Statement of Assessed Valuation and Tax Rates**

The Suits U Mexico Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

**Bill #** N/A

# 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 501 South Main Street 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 501 South Main Street 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 City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

HUSCH BLACKWELL

Matthew D. Ahlers
Partner

8001 Forsyth Boulevard, Suite 1500
St. Louis, MO 63105
Direct: 314.345.6624
Fax: 314.480.1505
Matthew.Ahlers@huschblackwell.com

May 2, 2025

**CERTIFIED MAIL**
Ms. Kimberly Hudson
City Clerk
City of Saint Charles
200 North Second Street
Saint Charles, MO 63301

**VIA EMAIL**
Ms. Michelle Hataway
Director
Missouri Department of Economic Development
301 W. High Street
Jefferson City, MO 65102

Re: 501 South Main Street Community Improvement District 2024 Annual Report

Dear Ms. Hudson and Ms. Hataway:

Enclosed is the 2024 Fiscal Year Report for the 501 South Main Street Community Improvement District (the "District"). This report is being submitted to you pursuant to RSMo 67.1471.4. Also pursuant to RSMo 67.1471.4, the municipal clerk shall retain this report as part of the official records of the City of Saint Charles and shall also cause this report to be spread upon the records of the governing body.

Sincerely,

Matthew D. Ahlers

Matthew D. Ahlers

cc: Missouri State Auditor (via email)
Missouri Department of Revenue (via email)

# 501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT

## 2024 FISCAL YEAR REPORT

This report is being provided by the 501 South Main Street Community Improvement District (the "District") to the municipal clerk of the City of Saint Charles (the "City"), the Missouri Department of Economic Development, the Missouri Department of Revenue, and the Missouri State Auditor, pursuant to the requirements of Section 67.1471.4 RSMo. The District was established by the City pursuant to Ordinance No. 2018-257. The Missouri Community Improvement District Act (the "CID Act") requires the District, within one hundred twenty days of the end of each fiscal year, to submit a report stating the services provided, revenues collected, and expenditures made by the District during the previous fiscal year; state the dates the District adopted its annual budget, submitted its proposed annual budget to the City, and submitted its annual report to the municipal clerk of the City; and include copies of written resolutions approved by the District board during the fiscal year. The fiscal year of the District is, pursuant to the CID Act, the same as the fiscal year of the City, which runs from January 1 to December 31 of each year. This report pertains to the activities of the District during the period from January 1, 2024 to December 31, 2024 (the "2024 Fiscal Year").

1. SERVICES PROVIDED: Except for the repayment of District obligations, no services were provided by the District in the 2024 Fiscal Year.

2. REVENUES COLLECTED: The District had the following revenues during the 2024 Fiscal Year:

TOTAL REVENUE: $56,625.90

3. EXPENDITURES: The District made the following expenditures during the 2024 Fiscal Year:

TOTAL EXPENDITURES: $56,655.96

4. ANNUAL BUDGET: The District adopted its annual budget on October 15, 2024. The District submitted its proposed annual budget to the City on September 30, 2024. The District submitted its annual report for fiscal year 2023 to the municipal clerk of the City on April 29, 2024.

5. RESOLUTIONS APPROVED: The following resolutions were approved by the District during the 2024 Fiscal Year (attached):

a) Resolution No. 2024-01 – Electing Officers
b) Resolution No. 2024-02 – Adopting Annual Budget

**RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE 501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT ELECTING OFFICERS AND RATIFYING PAST ACTIONS.**

**WHEREAS**, following receipt of a proper petition submitted to the City of St. Charles, Missouri (the "City") pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended, and conclusion of a duly noticed public hearing, the 501 South Main Street Community Improvement District (the "District") was formed by the City by Ordinance No. 2018-257 (the "Ordinance") as a political subdivision; and

**WHEREAS**, the initial members ("Directors") of the Board of Directors of the District (the "Board") were named in the Ordinance; and

**WHEREAS**, the Board desires to elect officers of the Board including a Chairman, Vice-Chairman, Secretary and Treasurer (collectively, the "Officers"); and

**WHEREAS**, the Board desires to ratify, acknowledge and accept all lawful actions taken by or on behalf of the District prior to this date; and

**WHEREAS**, at a duly noticed meeting of the Board, at which was present a quorum of the Directors, the Board took the action further described herein.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

1. Pending the Board's approval of Resolution 2024-03, the following Directors are elected Officers of the Board for a term of one (1) calendar year or until Officers of the Board are re-elected, as follows:

| Director Name: | Office: |
|---|---|
| Tom Schmidt | Chairman |
| Rick Yackey | Vice-Chairman |
| Genny Cortinovis | Treasurer |
| Jerry Garbutt | Secretary |
| Adam Tilford | Officer |

2. The Officers shall have such duties and responsibilities, and shall serve for the terms set forth in this resolution and upon the conditions set forth in the Bylaws of the District.

3. All lawful actions taken by or on behalf of the District for purposes of its formation and in furtherance of the proposed projects to be undertaken by the District are hereby ratified, acknowledged and accepted.

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 Board 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.

5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

[Remainder of page intentionally left blank.]

**ADOPTED** this 15th day of October, 2024.

**501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT**

By: Tom Schmidt
Title: Chairman

ATTEST:

By: Jerry Garbutt
Title: Secretary

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE 501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT ADOPTING AN ANNUAL BUDGET FOR FY 2025, AUTHORIZING EXPENDITURES CONTAINED THEREIN, AND APPROPRIATING FUNDS WITH RESPECT THERETO; AUTHORIZING THE PREPARATION AND SUBMITTAL OF AN ANNUAL REPORT TO THE CITY OF ST. CHARLES, MISSOURI AND THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, MISSOURI DEPARTMENT OF REVENUE, AND THE MISSOURI STATE AUDITOR FOR FY 2025; AUTHORIZING THE PREPARATION AND SUBMITTAL OF AN ANNUAL FINANCIAL REPORT TO THE MISSOURI STATE AUDITOR FOR FY 2025.**

**WHEREAS**, following receipt of a proper petition submitted to the City of St. Charles, Missouri (the "City") pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), and conclusion of a duly noticed public hearing, the 501 South Main Street Community Improvement District (the "District") was formed by the City by Ordinance No. 2018-257 as a political subdivision; and

**WHEREAS**, pursuant to Section 67.1471.1 of the CID Act, the fiscal year (the "Fiscal Year") of the District shall be the same as the City, which is the same as the calendar year; and

**WHEREAS**, Section 67.1471.2 of the Act requires that the District submit to the City, Missouri Department of Revenue ("DOR"), and the Missouri State Auditor ("Auditor"), no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the start of each fiscal year, a "proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any" for such fiscal year;

**WHEREAS**, on or before September 30, 2024, Husch Blackwell LLP ("District Counsel") submitted to the City, DOR and the Auditor a preliminary budget for the Fiscal Year ending December 31, 2025 ("FY 2025");

**WHEREAS**, Section 67.1471.4 of the Act requires the District to submit a report to the City Register, the Missouri Department of Economic Development ("DED"), DOR and the Auditor stating the services provided, revenues collected and expenditures made by the District during the FY 2025, and provide copies of written resolutions approved by the Board during the FY 2025 (the "Annual Report");

**WHEREAS**, Section 105.145, RSMo., requires the District to prepare and submit to the Auditor an annual report of the financial transactions of the District (the "Annual Financial Report");

**WHEREAS**, pursuant 15 CSR 40-3.030(5), the Auditor has proscribed by rule that the Annual Financial Report should be filed within four (4) months after the end of a political subdivision's fiscal year if unaudited and six (6) months after the end of the political subdivision's fiscal year if audited by a certified public accountant;

**WHEREAS**, the Board of Directors of the District (the "Board") desires to adopt an annual budget for FY 2025 and authorize the preparation and submittal of the Annual Report and the Annual Financial Report; and

**WHEREAS**, at a duly noticed meeting of the Board, at which was present a quorum of the Directors, the Board took the action further described herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

1. The Board hereby adopts the budget for the FY 2025, attached as Exhibit A, authorizes the expenditures therein, and makes appropriations with respect thereto, subject to any adjustments the Board deems necessary following the City's comments to the preliminary annual budget, if any. The attached budget, however, is merely a statement as to expected revenues and expenditures of the District for FY 2025, and as such, actual revenues or expenditures may vary from those set forth herein, and nothing in the attached budget shall restrict or limit the District in any way in the event that actual revenues and expenditures differ from those referenced.

2. The Board hereby authorizes the Chairman, or a designated representative of the Chairman, to submit the Annual Report to the City, DED, DOR and the Auditor as required by the Act.

3. The Board hereby authorizes the Chairman, Treasurer, or a designated representative of the Chairman or Treasurer, to submit the Annual Financial Report to the Auditor as required by Section 105.145, RSMo., and within the time periods proscribed by 15 CSR 40-3.030(5).

4. All actions heretofore taken by the officers, agents, and employees of the District related to the transactions contemplated by this Resolution, including the preparation of FY 2025 budget and District Counsel's submission of the preliminary budget to the City, are hereby ratified and confirmed.

5. The portions of this Resolution shall be severable. In the event that any portion 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 and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board would have enacted the valid portions without the invalid 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.

6. The Chairman of the Board is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and that the Secretary of the District is hereby authorized and direct to attest to this Resolution.

7. That the District shall, and the officers and agents 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.

8. This Resolution shall be in full force and effect immediately from and after its adoption as provided by law.

[remainder of page intentionally blank]

**ADOPTED** this 15th day of October, 2024.

**501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT**

By: Tom Schmidt
Title: Chairman

ATTEST:

By: Jerry Garbutt
Title: Secretary

**EXHIBIT A**
**501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT**

**FY 2025 ANNUAL BUDGET**

This FY 2025 Annual Budget of 501 South Main Street Community Improvement District (the "CID" or the "District") constitutes the annual budget of the CID pursuant to Section 67.1471.3 RSMo. The CID was established by the City of St. Charles, Missouri (the "City") pursuant to Ordinance No. 2018-257. The fiscal year of the CID is, pursuant to the CID Act, the same as the fiscal year of the City, which is the same as the calendar year. This budget sets forth the expected and estimated revenues and expected and proposed expenditures of the CID as contemplated by its Board of Directors for the fiscal year beginning on January 1, 2025, and ending on December 31, 2025 ("FY 2025") as of the date of adoption. Actual revenues and expenditures may vary due to a variety of factors that are at this time unknown, including, but not limited to, the amount of taxable retail sales within the CID. This budget is not intended to and does not limit the CID or its Board of Directors in any way in the event that actual revenues or expenditures vary from those stated herein.

1. Expected and Proposed Expenditures

The only expected expenditures of the CID for FY 2025 are the payment of principal and interest on that certain CID Note dated March 27, 2020, issued in order to finance certain improvements to the buildings or structures within the District pursuant to that certain Development Agreement and the payment of formation costs of the District. It is expected that all revenues received by the District, after the cost of collection and administration, will be expended to pay the principal and interest on such CID Note. The exact amount of such expenditures is not yet determined and is contingent upon the actual retail sales generated within the District.

The expected and proposed expenditures of the CID for FY 2025 are set forth in more detail in the attached worksheet.

2. Expected and Estimated Revenues

The revenues expected are uncertain depending on the amount of taxable retail sales within the District in FY 2025. It is estimated that the amount of such revenues will equal approximately $45,000.00, which amount is detailed in the attached worksheet. This amount is only a projected estimate and is subject to change depending on that actual amount of taxable retail sales within the District in FY 2025.

3. Rates of Taxes

Pursuant to Resolution No. 2018-04 of the CID, which resolution was subsequently approved by the qualified voters of the District, the CID has imposed a sales and use tax upon all taxable retail sales within the District in the amount of one percent (1%). The CID has not imposed any real property tax.

4. Rates of Assessment

The CID has not imposed any special assessments upon real property within the District.

5. Comparative Statement

A comparative statement of actual or estimated revenues and expenditures for Fiscal Year 2024 and Fiscal Year 2023, itemized by fund and source, are in the attached worksheet.

**501 SOUTH MAIN STREET**
**COMMUNITY IMPROVEMENT DISTRICT**

**Budget for the 2025 Fiscal Year**
**(January 1, 2025 through December 31, 2025)**

| | |
|---|---|
| BEGINNING BALANCE: | $73.87 |
| ESTIMATED INCOME: | |
| CID 1% Sales and Use Tax | $45,000.00 |
| TOTAL RECEIPTS | $45,073.87 |
| ESTIMATED DISBURSEMENTS: | |
| District Administrative Costs | ($2,500.00) |
| Payment of Principal and Interest on Obligations | ($40,073.87) |
| TOTAL DISBURSEMENTS | ($42,573.87) |
| ESTIMATED ENDING BALANCE | $2,500.00 |

**501 SOUTH MAIN STREET**
**COMMUNITY IMPROVEMENT DISTRICT**

COMPARATIVE STATEMENT FOR FISCAL YEAR 2024 ANNUAL BUDGET

| | | Approved 2024 Budget | Estimated as of October, 2024* |
|---|---|---|---|
| | BEGINNING BALANCE: | $461.14 | $69.82 |
| | | | |
| | RECEIPTS: | | |
| | CID 1% Sales and Use Tax | $56,000.00 | $46,000.00 |
| | | | |
| | TOTAL RECEIPTS | $56,461.14 | $46,069.82 |
| | | | |
| | DISBURSEMENTS: | | |
| | | | |
| | District Administrative Costs | ($2,500.00) | ($2,000.00) |
| | Payment of Principal and Interest on Obligations | ($51,461.14) | ($41,569.82) |
| | | | |
| | TOTAL DISBURSEMENTS | ($53,961.14) | ($43,569.82) |
| | | | |
| | ENDING BALANCE | $2,500.00 | $2,500.00 |

*Estimated based on Approved 2024 Budget.

COMPARATIVE STATEMENT FOR FISCAL YEAR 2023 ANNUAL BUDGET

| | | Approved 2023 Budget | Actual 2023 |
|---|---|---|---|
| | BEGINNING BALANCE: | $18,887.87 | $461.14 |
| | | | |
| | RECEIPTS: | | |
| | CID 1% Sales and Use Tax | $45,000.00 | $62,617.68 |
| | | | |
| | TOTAL RECEIPTS | $63,887.87 | $63,078.82 |
| | | | |
| | DISBURSEMENTS: | | |
| | | | |
| | District Administrative Costs | ($3,800.00) | ($159.0) |
| | Payment of Principal and Interest on Obligations | ($58,887.87) | ($62,850.00) |
| | | | |
| | TOTAL DISBURSEMENTS | ($62,687.87) | ($63,009.00) |
| | | | |
| | ENDING BALANCE | $1,200.00 | $69.82 |

***CITY OF ST. CHARLES***

***INTERDEPARTMENTAL COMMUNICATION***

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: May 12, 2025

Subject: Monies collected and deposited April, 2025

---

Remarks: The Municipal Division collected and deposited a total of ***$108,268.72*** from the court during the month of ***April, 2025***

**GRAND TOTAL DISBURSED TO CITY FOR APRIL, 2025 $95,192.22**

Report : CZR0068a

**MISSOURI JUDICIARY**
**ST. CHARLES CITY MUNICIPAL**
**CIRCUIT COURT DISBURSEMENT LISTING**
**SUMMARY REPORT**
**FROM 01-Apr-2025 TO 30-Apr-2025**

Date : 30-Apr-202
Time : 4:12:24PI
Page :

**ST CHARLES CITY MUNICIPAL**
**Account Number : 709992758**

| PAYMENT DESCRIPTION | CODE | AMOUNT | COUNT |
|---|---|---|---|
| **Total Checks Issued** | | | |
| Restitution | 5034 | 1,385.50 | (2) |
| Due To Debt Collection | 5074 | 1,939.01 | (12) |
| Clerk Fee-Municipal | 6002 | 3,106.48 | (1) |
| Court Automation | 6008 | 4,483.83 | (1) |
| CVC Surcharge State | 6016 | 4,567.10 | (1) |
| CVC Surcharge Muni | 6018 | 95.75 | (1) |
| Law Enf Arrest-Local | 6020 | 987.89 | (1) |
| LET-County | 6022 | 1,279.50 | (1) |
| POST-State | 6024 | 640.56 | (1) |
| Dom Viol - Muni | 6032 | 2,555.50 | (1) |
| Fine-Muni Ordin Other | 6040 | 33,952.54 | (1) |
| Inmate Security Fund | 6056 | 1,276.00 | (1) |
| Clerk Fee-E/R | 6102 | 4,580.07 | (1) |
| CVC Surcharge-E/R | 6118 | 141.21 | (1) |
| Fines-E/R | 6141 | 40,364.18 | (1) |
| Overpayment-E/R | 6168 | 3.10 | (1) |
| Overpayments Detail Code | 7506 | 60.50 | (1) |
| Bond Forfeit-E/R | 9201 | 3,200.00 | (1) |
| Bonds Forfeited | 9202 | 3,650.00 | (1) |
| Bonds Refunded | 9204 | 2,445.50 | (15) |
| **Net Cash Out** | | **110,714.22** | **(46)** |

-2,445.50 Bonds Refunded
108,268.72 End of month Disbursements.

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

| **I. COURT INFORMATION** | Municipality: St. Charles City Municipal | Reporting Period: Apr 1, 2025 - Apr 30, 2025 |
|---|---|---|
| Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303 | | |
| Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303 | County: St. Charles County | Circuit: 11 |
| Telephone Number: | Fax Number: | |
| Prepared by: Miranda Scott | E-mail Address: MIRANDA.SCOTT@COURTS.MO.GOV | |
| Municipal Judge: NICHOLAS BROCKMEYER | | |

| **II. MONTHLY CASELOAD INFORMATION** | Alcohol & Drug Related Traffic | Other Traffic | Non-Traffic Ordinance |
|---|---|---|---|
| A. Cases (citations/informations) pending at start of month | 157 | 7,976 | 2,070 |
| B. Cases (citations/informations) filed | 7 | 584 | 216 |
| C. Cases (citations/informations) disposed | | | |
| 1. jury trial (Springfield, Jefferson County, and St. Louis County only) | 0 | 0 | 0 |
| 2. court/bench trial - GUILTY | 0 | 0 | 0 |
| 3. court/bench trial - NOT GUILTY | 0 | 0 | 0 |
| 4. plea of GUILTY in court | 3 | 423 | 83 |
| 5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs) | 0 | 136 | 0 |
| 6. dismissed by court | 0 | 20 | 6 |
| 7. *nolle prosequi* | 1 | 39 | 38 |
| 8. certified for jury trial (not heard in Municipal Division) | 0 | 0 | 0 |
| **9. TOTAL CASE DISPOSITIONS** | 4 | 618 | 127 |
| D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9] | 160 | 7,942 | 2,159 |
| E. Trial de Novo and/or appeal applications filed | 0 | 0 | 0 |

| **III. WARRANT INFORMATION (pre- & post-disposition)** | |
|---|---|
| 1. # Issued during reporting period | 317 |
| 2. # Served/withdrawn during reporting period | 440 |
| 3. # Outstanding at end of reporting period | 6,658 |

| **IV. PARKING TICKETS** | |
|---|---|
| 1. # Issued during period | 0 |
| ☐ Court staff does not process parking tickets | |

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

| COURT INFORMATION | Municipality: St. Charles City Municipal | Reporting Period: Apr 1, 2025 - Apr 30, 2025 |
|---|---|---|

## V. DISBURSEMENTS

| **Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)** | |
|---|---|
| Fines - Excess Revenue | $40,364.18 |
| Clerk Fee - Excess Revenue | $4,580.07 |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue | $141.21 |
| Bond forfeitures (paid to city) - Excess Revenue | $3,200.00 |
| **Total Excess Revenue** | $48,285.46 |
| **Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)** | |
| Fines - Other | $33,952.54 |
| Clerk Fee - Other | $3,106.48 |
| Judicial Education Fund (JEF)<br>☐ Court does not retain funds for JEF | $0.00 |
| Peace Officer Standards and Training (POST) Commission surcharge | $640.56 |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to State | $4,567.10 |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other | $95.75 |
| Law Enforcement Training (LET) Fund surcharge | $1,279.50 |
| Domestic Violence Shelter surcharge | $2,555.50 |
| Inmate Prisoner Detainee Security Fund surcharge | $1,276.00 |
| Restitution | $1,385.50 |
| Parking ticket revenue (including penalties) | $0.00 |
| Bond forfeitures (paid to city) - Other | $3,650.00 |
| **Total Other Revenue** | $52,508.93 |

| **Other Disbursements:** Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees. | |
|---|---|
| Court Automation | $4,483.83 |
| Due To Debt Collection | $1,939.01 |
| Law Enf Arrest-Local | $987.89 |
| Overpayment-E/R | $3.10 |
| Overpayments Detail Code | $60.50 |
| **Total Other Disbursements** | $7,474.33 |
| **Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited** | $108,268.72 |
| **Bond Refunds** | $2,316.50 |
| **Total Disbursements** | $110,585.22 |

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular (X) Special () Work Session ()
ATTACHMENT: YES (X) NO ()

# Request for Council Action

**Description:**

A Resolution Expressing Support For The Designation Of The First Friday In June As "National Gun Violence Awareness Day" To Honor And Remember All Victims And Survivors Of Gun Violence And To Declare That We As A Country Must Do More To End This Public Health Crisis.

**Summary:**

A Resolution of the City Council of the City of Saint Charles, Missouri, in support of the designation of the first Friday in June as "National Gun Awareness Day" to honor and remember all victims and survivors of gun violence.

By: Councilmember, Vince Ratchford Date: 05/5/2025

RESOLUTION NO. _____

Sponsors: Vince Ratchford, Michael Galba, Mark Hollander, Denise Mitchell, Justin Foust, Steve Hollander, Brian Gould, Mary West, Bill Otto and Bart Haberstroh

A RESOLUTION EXPRESSING SUPPORT FOR THE DESIGNATION OF THE FIRST FRIDAY IN JUNE AS "NATIONAL GUN VIOLENCE AWARENESS DAY" TO HONOR AND REMEMBER ALL VICTIMS AND SURVIVORS OF GUN VIOLENCE AND TO DECLARE THAT WE AS A COUNTRY MUST DO MORE TO END THIS PUBLIC HEALTH CRISIS.

WHEREAS, every day, 125 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of nearly 19,050 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Missouri has 1,381 gun deaths every year, with a rate of 22.7 deaths per 100,000 people, a crisis that costs the state $17.6 billion each year, of which $455.3 million is paid by taxpayers. Missouri has the 8th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including Saint Charles, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, local governments and law enforcement officers —in partnership with local violence intervention activists and resources —know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 6, 2025 to recognize the 28th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to Hadiya Pendleton and other victims of gun violence; and the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters

wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 6th, the first Friday in June in 2025, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 6, 2025 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

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

SECTION 1. The City Council of the City of Saint Charles, Missouri hereby supports the designation of "National Gun Violence Awareness Month" and the goals and ideas of that month; and the designation of "National Gun Violence Awareness Day" in remembrance of the victims of gun violence.

SECTION 2. The City Council of the City of Saint Charles, Missouri hereby calls on the people of the City of Saint Charles, Missouri to promote greater awareness of gun violence and gun safety, to wear orange, the color that hunters wear to show that they are not targets, on "National Gun Violence Day", to concentrate heightened attention on gun violence during the summer months, when gun violence typically increases and to bring community members and leaders together to discuss ways to make communities safer.

SECTION 3. This resolution 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 5/13/2025

Holly Magdziarz, Acting City Attorney, Date City Clerk

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/6/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

**Bill #** 13976

# 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. JP 5/6/25

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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| | 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| | 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| | 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| 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:

Holly Magdziarz 4/21/2025
Holly Magdziarz, Interim City Attorney Date

Attest:

_____
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)**
MEETING/DATE: 5/6/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

**Bill #** 13977

# 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. Finance Dir. Dir. of Admin.

*AGENDA ITEM #10*

Community Development

# *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.** |

---

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.

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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 (±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.

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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).

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Bill No. 13977 Ordinance No. _____

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:

| | Maximum Permitted Sound Levels (decibels) | |
|---|---|---|
| **Octave Band Frequency (cycles per second)** | **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 (±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

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).

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

**Bill #** 13978

# 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. Jao Dir. of Admin. JP for JO

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.**

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 Magdziarz 4/22/2025

Holly Magdziarz, Acting City Attorney, Date Kimberly Hudson, City Clerk




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**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 5/6/2025

Regular ☑ Special ☐ Work Session ☐

ATTACHMENT: YES ☑ NO ☐

Report ☐ Resolution ☐ Ordinance ☑

**Bill #** 13979

# 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. KL 5/6/25

Bill No. 13979 Ordinance _____

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.

SIGN

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

**Bill #** 13980

# 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. 4/16/25

Bill No. 13980 Ordinance No. _____

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: |
| | | ~~Residential Permit Parking District "RPPD"~~ |
| | | 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.**

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.~~

~~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 "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 <u>VIII</u>~~VII~~. Penalty**

**Section <u>350.440</u>~~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, 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

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/6/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

**Bill #** 13981

# 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. Jao Dir. of Admin. JJ

**BILL NO. 13981** **ORDINANCE NO. _____**

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 |
|---|---|---|---|---|
| **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company | Hemsath Road, St. Charles, MO 63303 | 3-0117-1198-00-0022.1000000 | 0.84 | $6,792.00 |

| | | | | |
|---|---|---|---|---|
| **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company | 350 Hemsath Road<br>St. Charles, MO<br>63303 | 3-0117-1198-00-0022.0000000 | 3.8445 | $70,781.00 |
| **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company | Hemsath Road, St. Charles, MO<br>63303 | 3-0117-1198-00-0022.2100000 | 2.2719 | $18,993.00 |
| **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company | Hemsath Road, St. Charles, MO<br>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 extend 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<br>St. Louis, MO 63131 |
| NAME OF SIGNER AND BASIS OF LEGAL AUTHORITY TO SIGN:<br>SIGNER'S TELEPHONE NUMBER: | Casey Urkevich<br>Manager<br>(314) 974-1989 |
| SIGNER'S MAILING ADDRESS: | 1610 Des Peres Road, Suite 385<br>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)<br><br>3-0117-1198-00-0022.0000000 (3.8445 acres)<br>3-0117-1198-00-0022.2100000 (2.2719 acres)<br>3-0117-1198-00-0021.1000000 (6.73 acres)<br><br>TOTAL: 13.6864 acres |
| ASSESSED VALUE: | 3-0117-1198-00-0022.1000000 (0.84 acres) ($6,792.00)<br>3-0117-1198-00-0022.0000000 (3.8445 acres) ($70,781.00)<br>3-0117-1198-00-0022.2100000 (2.2719 acres) ($18,993.00)<br>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

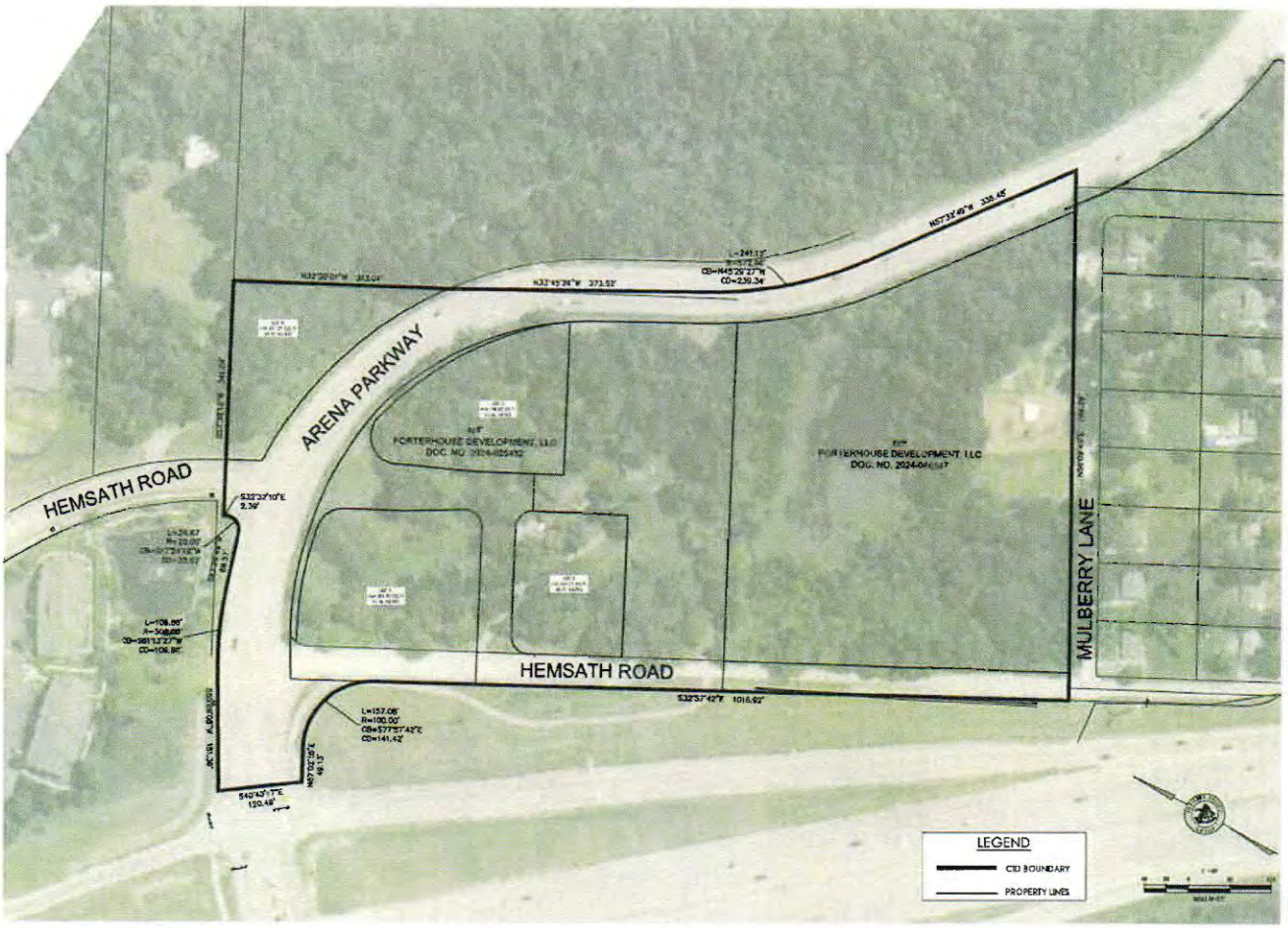
Printed Name: Melissa K. Moore

My Commission Expires: 9/11/25

Melissa K. Moore
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jefferson County
My Commission Expires: September 11, 2025
ID. #12419730

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

SEE FOLLOWING PAGE




PREMIER DESIGN GROUP

ARCO CONSTRUCTION
SOUTHPOINTE
SW HEMSATH ROAD
LOUGHRAN, FLORIDA

FUNDING EXHIBIT

E-01

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

SEE FOLLOWING PAGE

PREMIER
DESIGN GROUP
100 MIDLAND PARK DRIVE, WENTZVILLE, MO 63385
314.925.7444; WWW.PREMIERCIVIL.COM

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]

**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

**SOUTHPOINTE COMMUNITY IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: Chair

[SEAL]

ATTEST:

By: _____
Name: _____
Title: Secretary

**SOUTHPOINTE TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Chair

[SEAL]

ATTEST:

By: _____
Name: _____
Title: Secretary

**PORTERHOUSE DEVELOPMENT LLC**

By: _____
Name: Casey Urkevich
Title: Manager

**EXHIBIT A**

**CID PROJECT AND TDD PROJECT**

| 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 |

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

**Bill #** 13982

# Request for Council Action

**Ward(s):** 4 **Sponsor(s):** Mary We st

**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. Hsm Finance Dir. JAW Dir. of Admin. L

**BILL NO. 13982** **ORDINANCE NO. ____**

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]

# 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:

| | Sales Tax | Use Tax | Total |
|---|---|---|---|
| State of Missouri | $723,540 | $ 356,370 | $1,079,910 |
| St. Charles County | 74,955 | 365,955 | 440,910 |
| City of St. Charles | 40,896 | 470,304 | 511,200 |
| 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]

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(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<br>St. Louis, Missouri 63131 |
| GRANTEE: | CITY OF ST. CHARLES, MISSOURI |
| GRANTEE'S MAILING ADDRESS: | 200 North Second Street<br>St. Charles, Missouri 63301 |
| RETURN DOCUMENTS TO: | Mark D. Grimm, Esq.<br>Gilmore & Bell, P.C.<br>211 North Broadway, Suite 2000<br>St. Louis, Missouri 63102 |
| LEGAL DESCRIPTION: | See **Exhibit A** |

**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]

**IN WITNESS WHEREOF**, the parties hereto have executed this Base Lease as of the Effective Date.

**PORTERHOUSE DEVELOPMENT LLC**

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 2025, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company, and that s/he is authorized to sign the foregoing instrument on behalf of said company, and acknowledged that s/he executed said instrument as said company'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*

**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*

## 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]

**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

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdziarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: 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

(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

and:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: 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:

| ***Date of Project Costs*** | ***Amount Submitted in this Requisition*** | ***Requisitions Submitted to Date (Including this Requisition)*** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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**

| Payee and Address | Description | Amount |
|---|---|---|

**EXHIBIT D**

**TRUST INDENTURE**

[On file in the office of the City Clerk]

**CITY OF ST. CHARLES, MISSOURI,**

**AND**

**UMB BANK, N.A.,**
**as Trustee**

---

# TRUST INDENTURE

**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**

**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(l)**, 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(l)**.

(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(l)**, 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(l)**, 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

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: 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

(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

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

(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.

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**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

**UMB BANK, N.A.,** as Trustee

By: _____
Name: _____
Title: _____

## 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**

| Interest Rate | Maturity Date | Dated Date |
|---|---|---|
| 5.0% | Completion Date[1] | _____ ___, 2025 |

**OWNER:** _____

**MAXIMUM PRINCIPAL AMOUNT:** **SIXTY-TWO MILLION DOLLARS**

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

[1] "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

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## 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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**SCHEDULE I**

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

**CITY OF ST. CHARLES, MISSOURI**
**TAXABLE INDUSTRIAL REVENUE BOND**
**(SOUTHPOINTE DEVELOPMENT PROJECT)**
**SERIES 2025**

**Bond No. 1**

| Date | Principal Amount Advanced | Principal Amount Redeemed | Cumulative Outstanding Principal Amount | Notation Made By |
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**FORM OF ASSIGNMENT**

***(NOTE RESTRICTIONS ON TRANSFERS)***

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

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: _____.

_____

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

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: 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

(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

and:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: 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

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/6/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

**Bill #** 13983

# 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. Gab Dir. of Admin. 9

Bill No. 13983 Ordinance _____

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.

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



**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

**Bill #** 13984

# Request for Council Action

**Ward(s):** N/A **Sponsor(s):** Mary West, Mark Hollander, Denise Mitchell

**Description:**
An Ordinance authorizing a cooperative agreement between Boone County, Missouri and the City of St. Charles, Missouri for assistance with the selection and procurement of a dog

| | | |
|---|---|---|
| **Contract Extension/Renewal:** | **Yes** ☐ | **No** ☑ |
| **Information Paper Attached:** | **Yes** ☐ | **No** ☑ |

| | | |
|---|---|---|
| **Staff Recommendation:** | **Approve** ☑ | **Disapprove** ☐ |
| **Board/Committee/Commission Recommendation:** | **Approve** ☐ | **Disapprove** ☐ |

**Summary:**
St. Charles Fire Department requests authorization to enter into a Cooperative Agreement with the Boone County Sheriff's Department to assist with selecting a canine for purchase, and for the canine to receive training to meet the standards and requirements of the Missouri Police Canine Association. The agreement also provides for the training of a St. Charles City firefighter as that canine's handler through the Boone County Sheriff's Department K-9 Basic Training Program.

**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
**Fiscal Impact:** $ 2,000.00 **N/A** ☐
**Account #:** 001-140-401-761-099
**Project #:** 25PSFIR15

RCA prepared by: Fire Dept. Dir. JH Finance Dir. gao Dir. of Admin. 4

Bill No. 13984 Ordinance No._____

Sponsors: Mary West, Mark Hollander, Denise Mitchell

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN BOONE COUNTY, MISSOURI, AND THE CITY OF ST. CHARLES, MISSOURI FOR ASSISTANCE WITH SELECTION AND PROCUREMENT OF A DOG (K-9) AND FOR TRAINING OF THE K-9 AND HANDLER IN AN AMOUNT NOT TO EXCEED $2,000.00.

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

SECTION 1. A Cooperative Agreement between Boone County, Missouri, by and through the Boone County Sheriff's Department and the City of St. Charles, Missouri, by and through the St. Charles Fire Department for assistance with selection and procurement of a K-9, and for training of the K-9 and handler in an amount not to exceed $2,000.00 is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Agreement 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 Magdziarz 5/7/2025 _____

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.

5-9-25

Director of Finance Date

# COOPERATIVE AGREEMENT
# FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT, dated the ___ day of _____, 2025, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of Saint Charles, Missouri, by and through the Saint Charles City Fire Department (Agency):

**WHEREAS,** BCSO can provide K-9 basic training through its certified K-9 training staff; and

**WHEREAS,** BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS,** Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

**WHEREAS,** County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

**NOW, THEREFORE,** it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.

2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, and searching. The training shall consist of not less than twenty (20) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of four (4) weeks, Monday – Friday, in regularly-scheduled sessions during that 4-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.

3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars ($2,000.00) for the training contemplated herein, calculated at a rate of $100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or $1,000.00, upon execution of this contract and the remaining one-half, or $1,000.00, after ten (10) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 23rd day of June, 2025, and sessions will proceed consecutively, Monday – Friday, for a period of four (4) weeks as scheduled by County. Either party may terminate this

**EXHIBIT 1**

Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of $100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

7. **FUTURE COOPERATION**. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

**CITY OF ST. CHARLES, MISSOURI**

By:

_____
Daniel J. Borgmeyer, Mayor

Date: _____

Attest:

_____
Kimberly Hudson, City Clerk

**AGENCY**

By: _____
Print Name:

Approved as to legal form:

Holly Magdziarz
Holly Magdziarz, Acting City Attorney

**BOONE COUNTY, MISSOURI**

By:

_____
Kip Kendrick, Presiding Commissioner

Date: _____




Attest:

_____
Brianna L. Lennon, County Clerk

Approved:

_____
Dwayne Carey, Sheriff

Approved as to legal form:

_____
CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

_____
Kyle Rieman, Auditor

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.

Jennifer O'Connor 5-9-25

Director of Finance Date
City of St. Charles, Missouri



Exhibit "A"

# INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Single Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

**Signature of Participant/Date**

_____

**Printed Name of Participant**

_____

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 5/20/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

**Bill #** 13985

# 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 #7).

**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 seventh 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. J

Bill No. 13985 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 #7)

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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| 001-000-000-431-999 | Grant Federal Other | $40,226.92 | |

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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| | 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| 001-140-402-874-199 | Machinery & Equipment Other | $40,226.92 | |
| 203-120-258-874-500 | Machinery & Equipment DAG | $200,000.00 | |

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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| | 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| | 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:

| Account Number | Description | Amount | Project |
|---|---|---|---|
| 203-322-062 | Forfeiture Fund Balance | $200,000.00 | |

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:

Holly Magdziarz 5/13/2025
Holly Magdziarz, Asst. City Attorney Date

Attest:

_____
City Clerk



Discover.

May 20, 2025

TO: Members of City Council

FROM: Finance Department

SUBJECT: Proposed Amendment to the 2025 Budget
Budget Amendment #

The following budget amendment summary is presented for your consideration.

GRANTS

- The Fire Department was awarded two Victim Location System Cameras as a STARRS Grant worth $40,226.92. We are requesting an increase in grant revenue for $40,226.92 and a corresponding increase in specialized equipment expense.

POLICE FORFEITURES

- The Police Department would like to use $200,000.00 in Forfeiture Fund Balance for the following purchases:
  - Under Cover Vehicles - $48,000.00
  - Training - $20,000.00
  - Narcotic School/Training - $40,000.00
  - Gun Holsters - $17,000.00
  - Weapon Sights - $17,000.00
  - GPS Equipment - $5,000.00
  - Additional Items to be identified - $53,000.00

*Finance Department*

City of Saint Charles
200 North Second Street
Saint Charles, MO 63301
636.949.3280

**RCA FORM (OFFICE USE ONLY)**
MEETING/DATE: 05/20/2025
Regular (X) Special () Work Session ()
ATTACHMENT: YES () NO (X)

# Request for Council Action

**Description:**

Election of President and Vice President of the City Council

**Summary:**

Ballots will be distributed for election of a Council President. The City Clerk will read the results of the ballots, and a President of the Council will be declared by a majority vote of the members present and voting.

Ballots will then be distributed for election of a Council Vice-President. The City Clerk will read the results of the ballots, and a Vice-President of the Council will be declared by a majority vote of the members present and voting.

In the event of a tie in the voting for the President or Vice-President, the process will be repeated until a majority vote of the members present and voting is accomplished.

**Additional Information: Relative to the number of votes required to elect the President and Vice President of the Council, Section 110.03(A)(2) & (B) of the City Code states as follows:**

**"....The President shall be elected by a majority of those members present and voting."**
**"....After the Council members have selected a President, they shall select a Vice President using the same procedures required for selection of the President."**

By: Kimberly Hudson, City Clerk Date: 05/09/2025
t:\rca\electionpresandvp2025.doc