

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, July 1, 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. Recognition of the City of St. Charles Fire Department - American Heart Association Mission: Lifeline EMS Gold Award

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 have 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. Administration of the Oath of Office to Newly Appointed City Attorney Holly Magdziarz
- B. 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 have elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.

- A. Case No. CU-2025-07 (Kyle Reuther) An application for a Conditional Use Permit per §400.220(C)(1)(a) for liquor sales associated with an indoor/outdoor recreational use (mini-golf, batting cages and arcade) within “C-2” General Business District located at 3541 Veterans Memorial Parkway. The subject property is located in Ward 6. **(RCA Attached)**

- B. Case No. LL-2025-9 – Approval of a Liquor License for Shannon Reuther d/b/a Swing-A-Round located at 3541 Veterans Memorial Parkway. (Ward 6) (***RCA Attached***)
- C. Case No. CU-2025-10 (CRG Cumulus, LLC) An application for a Conditional Use Permit per §400.320(C) for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a planned industrial project within the “I-1/WHP”. The subject property is approx. 440 acres, generally located on the N and S sides of Highway 370 & between Huster Rd. and Harry S Truman Blvd. The subject property is located in Ward 6 and Ward 8. (***RCA Attached***)

This application has been TABLED to the July 14, 2025 Planning & Zoning Commission meeting. Public Hearing should be held open until the August 5, 2025 Regular City Council Meeting.

Action: I move to hold the Public Hearing open on Case No. CU-2025-10 until the August 5, 2025 Regular City Council Meeting.

- D. Case No. CU-2025-11 (Jackson Cox) An application for a Conditional Use Permit per §400.250(C)(1) for a Tattooing Establishment use within the “I-2/WHP” Heavy Industrial District and within the Wellhead Protection District located at 3755 New Town Boulevard. The subject property is located in Ward 8. (***RCA Attached***)
- E. Case No. CU-2025-12 (Natacha Douglas) An application for a Conditional Use Permit from §400.330(C)(3) for outdoor music associated with a permitted restaurant/cafe use within the HCD/SMPD Historic Commercial District within the South Main Preservation District located at 524 South Main Street. The subject property is located in Ward 2. (***RCA Attached***)
- F. Case No. Z-2025-06 (Adam & Jennifer Solomon) An Ordinance Rezoning to City of St. Charles Zoning District “R-1E” Single-Family Residential District from St. Charles County Zoning District “R1E” Single-Family Residential District Approximately 0.5 Acres of Land with an Address of 5 Hardwood Drive. (***Council Bill 13994***)
- G. Case No. Z-2025-05 (Paul Mertz) An Ordinance Rezoning to City of St. Charles Zoning District “R-1D” Single-Family Residential District from St. Charles County Zoning District “R1E” Single-Family Residential District Approximately 15,713 Square Feet of Land Located Adjacent to 424 Blanche Drive. (***Council Bill 13996***)

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
 - 1. Closed Session Meeting of May 6, 2025
 - 2. Regular City Council Meeting of June 3, 2025
 - 3. Public Hearing of June 3, 2025
 - 4. Work Session of June 3, 2025
 - 5. Work Session of June 17, 2025
 - 6. Public Hearing of June 17, 2025

- B. Receipt of Reports from Boards, Commissions and Committees
 - 1. Frenchtown Special Business District Meeting of May 8, 2025
 - 2. Audit Committee Minutes of January 14, 2025
 - 3. St. Charles Parks & Recreation Board Meeting of February 12, 2025
 - 4. St. Charles Parks & Recreation Board Meeting of April 16, 2025
 - 5. St. Charles Parks & Recreation Board Meeting of May 7, 2025
 - 6. St. Charles Parks & Recreation Board Meeting of June 4, 2025
 - 7. Landmarks Board Meeting of May 19, 2025

- C. Receipt of Director of Administration Reports
 - 1. FITS Report – May 2025

- D. Approval of Contracts and Easements
 - 1. Agreement Authorizing Acceptance of a Historic Preservation Fund Grant in the Amount of \$3,120.00
 - 2. Contract with Ford Asphalt Co. Inc. for the 2025 Annual Asphalt Overlay Project in an Amount not to Exceed \$1,000,000.00
 - 3. Contract with Olathe Ford Sales, Inc. for the Purchase of One (1) 2026 Ford F-550 Truck and One (1) F-550 4x4 Chassis Cab in an Amount not to Exceed \$205,851.00
 - 4. Contract with Sweetens Sealing Services, LLC for the Annual Concrete Crack Seal Project 2025 in an Amount not to Exceed \$105,636.48

- E. Preliminary Plats

- F. Miscellaneous
 - 1. Report of the Court Administrator of Monies Collected and Deposited - June 2025
 - 2. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (*City Clerk's Department*)

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

BILL 13988

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 #8) (*SPONSOR: BART HABERSTROH*)

BILL 13989

AN ORDINANCE AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ST. CHARLES, MISSOURI, TO ACCEPT A DONATION OF 0.47 ACRES OF VACANT LAND AT WEST RANDOLPH STREET ADJACENT TO EXISTING CITY-OWNED PROPERTY AND WEST OF THE CITY OF ST. CHARLES ANIMAL SHELTER (*SPONSOR: BRIAN GOULD*)

BILL 13990

AN ORDINANCE AMENDING CHAPTER 400 OF THE ZONING CODE OF THE CITY'S CODE OF ORDINANCES BY REPEALING AND REPLACING THE SIGN REGULATIONS AT ARTICLE XVI OF CHAPTER 400, AND UPDATING OTHER SECTIONS OF THE CITY'S CODE OF ORDINANCES CONCERNING THE NEW SIGN REGULATIONS (*SPONSORS: MICHAEL GALBA AND BART HABERSTROH*)

BILL 13991

AN ORDINANCE AMENDING SECTIONS 600.020, 600.060, 600.070 AND 600.080 OF THE CODE OF ORDINANCES PERTAINING TO THE REGULATION OF ALCOHOLIC BEVERAGES WITH RESPECT TO MINORS AND IN THE FRENCHTOWN DISTRICT DURING CERTAIN HOURS (*SPONSORS: MICHAEL GALBA AND BRIAN GOULD*)

12. BILLS FOR INTRODUCTION

BILL 13992

AN ORDINANCE APPROVING THE RECORD PLAT FOR FOUNTAIN LAKES COMMERCE CENTER PLAT TWELVE, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI (*SPONSOR: MICHAEL GALBA*)

BILL 13993

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY ADAM SOLOMON AND JENNIFER SOLOMON, APPROXIMATELY 0.5 ACRES OF LAND LOCATED AT 5 HARDWOOD DRIVE (*SPONSOR: VINCE RATCHFORD*)

BILL 13994

AN ORDINANCE REZONING TO CITY OF ST. CHARLES ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT APPROXIMATELY 0.5 ACRES OF LAND WITH AN ADDRESS OF 5 HARDWOOD DRIVE (*SPONSOR: VINCE RATCHFORD*)

BILL 13995

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY DUSTIN TRAUTMAN AND JACKIE TRAUTMAN, APPROXIMATELY 15,713 SQUARE FEET OF LAND LOCATED ADJACENT TO 424 BLANCHE DRIVE (*SPONSOR: MARY WEST*)

BILL 13996

AN ORDINANCE REZONING TO CITY OF ST. CHARLES ZONING DISTRICT "R-1D" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT APPROXIMATELY 15,713 SQUARE FEET OF LAND LOCATED ADJACENT TO 424 BLANCHE DRIVE (*SPONSOR: MARY WEST*)

BILL 13997

AN ORDINANCE AUTHORIZING A PROGRAM ORDER TO THE AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PARTICIPATE IN THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) WORK ZONE ENFORCEMENT PROGRAM BY INCREASING THE EXPENSE REIMBURSEMENT ELIGIBILITY BY \$2,500.00 FOR THE PERIOD OF JULY 1, 2024 THROUGH DECEMBER 31, 2025. (SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH, AND STEVE HOLLANDER)

BILL 13998

AN ORDINANCE AUTHORIZING A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI (AS LESSOR) AND NAKED SPIRITS, LLC (AS LESSEE) FOR THE LEASE OF 1116 NORTH SECOND STREET AND THE LEASE OF PART OF BUILDING 93 (THE SAWTOOTH BUILDING) LOCATED IN THE FORMER AMERICAN CAR FOUNDRY COMPLEX AT 755 NORTH MAIN CENTER, CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET OF WAREHOUSE SPACE (SPONSOR: BILL OTTO)

BILL 13999

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF SANITARY SEWER AND MANHOLES, STORM SEWERS AND STRUCTURES, WATER MAIN AND HYDRANTS, STREET PAVEMENT AND STREET LIGHTS AT THE ENCLAVE AT FOXBOROUGH, AND AUTHORIZING RELEASE OF SECURITY RELATED THERETO (SPONSOR: JUSTIN FOUST)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

- A. Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its attorneys (RSMo 610.021(1))
- B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021(2))
- C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021(3))
- D. 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))
- F. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021(13))

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.

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, June 26, 2025 – 5:00 p.m.



TO: City Council
FROM: Office of the Mayor
DATE: June 23, 2025
SUBJECT: Appointment Memorandum for the July 1, 2025 City Council Meeting

Planning & Zoning Commission

- The reappointment of *John Morgan*, whose term expires *July, 2025* to serve another term to expire *July, 2029*.
- The appointment of *Chris DeGuentz*, to replace *Lindsey Devereux*, whose term expired *July 2025*. *Chris DeGuentz's* term will expire *July, 2029*.

Veterans Commission

- The appointment of *Lance Theby*, to replace *Brian Gould* who submitted his resignation effective *May 6, 2025*. *Lancy Theby's* term will expire *March, 2028*.

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

Sincerely,

Daniel J. Borgmeyer
Mayor

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): N/A

Description:

Case No. CU-2025-07. (Kyle Reuther) An application for a Conditional Use Permit per §400.220(C)(1)(a) for liquor sales associated with an indoor/outdoor recreational use (mini-golf, batting cages and arcade) within "C-2" General Business District located at 3541 Veterans Memorial Parkway. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant is requesting a Conditional Use Permit for Liquor Sales associated with an indoor/outdoor recreational use (mini-golf, batting cages and arcade) at Swing-A-Round Fun Town, located at 3541 Veterans Memorial Parkway. Liquor sales for the subject business will consist of beer and wine, as defined by City Code, to be served at their concession stand. The existing business hours of operation will remain 10:00 a.m. - 10:00 p.m., seven days a week.

The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting. There were no speakers from the public on this application. The application was forwarded with a recommendation for approval (6 in favor, 0 opposed) with the attached list of conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-07: 3541 Veterans Memorial Parkway – Recommended Conditions

1. This conditional use permit for liquor sales associated with an Indoor/Outdoor Recreational Use is issued to the applicant (Kyle Reuther & Shannon Reuther) and business (Swing-A-Round Fun Town) only for the property located at 3541 Veterans Memorial Parkway and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the Outdoor Recreational Use.
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, liquor license codes, ordinances concerning disturbances, or conditions of this approval is grounds for revocation of the conditional use approval.
5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.



AGENDA ITEM #7

**STAFF REPORT
CONDITIONAL USE NO. CU-2025-07
LIQUOR SALES
3541 VETERANS MEMORIAL PARKWAY**

**JUNE 9, 2025
BY LARA BERRY**

APPLICANT: Kyle Reuther
Swing-A-Round Fun Town
3541 Veterans Memorial Parkway
St. Charles, MO 63303

OWNER: R&R Games LLC
335 Skinker Lane
Fenton, MO 63026

ADDRESS/LOCATION: 3541 Veterans Memorial Parkway
Ward 6

LOT SIZE: 1.61 Acres

CURRENT ZONING: C-2 General Commercial District

PROPOSED USE: Liquor Sales associated with a permitted Indoor/Outdoor
Recreation Facility

SUMMARY/ANALYSIS

This request is for liquor sales specifically associated with an existing Outdoor Recreation Facility (Swing-A-Round Fun Town) located at 3541 Veterans Memorial Parkway. City Ordinance requires approval of a Conditional Use Permit for establishments that apply for a Liquor License. This request is specific to liquor sales only and is not applicable to the other uses permitted by right at this location.

Liquor sales for the subject business will consist of beer and wine, as defined by City Code, to be served at their concession stand. The concession stand also serves food items like nachos, hot dogs, and soft pretzels. This facility features miniature golf and batting cages and according to the applicant, they often receive requests for beer from patrons. The applicant states their “aim is not to create a bar atmosphere, but rather to offer our patrons the choice to enjoy a drink while playing miniature golf or using the batting cages.” The existing business hours of operation will remain 10:00 a.m. – 10:00 p.m., seven days a week.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located in-between Activity Centers #4 (Cave Springs) and #5 (I-70/ Zumbahl/ West Clay). The proposed liquor license at this location associated with a permitted use can be compatible with its commercial/retail surroundings along Veterans Memorial Parkway.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 3541 Veterans Memorial Parkway, in-between Activity Centers #4 and #5. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

Staff believes the accessory liquor sales/use as proposed can be compatible within its surroundings and should not produce negative effects to neighboring properties or the neighborhood. Staff believes this use will operate in a manner that is consistent with the area.

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

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

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

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

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

STAFF RECOMMENDATION

This conditional use can operate in conformance with City requirements, is compatible with surrounding land uses and complies with the Comprehensive Plan of the City of St. Charles. Staff recommends **approval** of the proposed conditional use for a liquor sales accessory to the permitted Outdoor Recreational use, subject to the following conditions:

1. This conditional use permit for liquor sales associated with an Indoor/Outdoor Recreational Use is issued to the applicant (Kyle Reuther & Shannon Reuther) and business (Swing-A-Round Fun Town) only for the property located at 3541 Veterans Memorial Parkway and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the Outdoor Recreational Use.
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, liquor license codes, ordinances concerning disturbances, or conditions of this approval is grounds for revocation of the conditional use approval.

5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application CU-2025-07 to City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 1: Aerial View of the Subject Site.



Figure 2: Street View of the Subject Site.

Lara Berry

To: Kyle Reuther
Subject: RE: Conditional Use Application - Liquor Sales (3541 VMP)

Lara Berry

Planner
Department of Community Development
City of Saint Charles
200 North Second Street

St. Charles, MO 63301
Phone 636.949.3230



From: Kyle Reuther <kyle@sarfuntown.com>
Sent: Monday, June 2, 2025 10:51 AM
To: Lara Berry <Lara.Berry@stcharlescitemo.gov>
Subject: Re: Conditional Use Application - Liquor Sales (3541 VMP)

Hi Lara,

Thank you for the reminder. Here is a brief narrative regarding our planned liquor sales.

The liquor license would be for beer and light wine only. While we don't currently anticipate serving light wine, we would appreciate having that option available.

Our facility is a small entertainment venue featuring batting cages and miniature golf. We often receive requests for beer from our customers. Our aim is not to create a bar atmosphere, but rather to offer our patrons the choice to enjoy a drink while playing miniature golf or using the batting cages.

We have a small snack bar that offers items like nachos, hot dogs, and soft pretzels. Our hours of operation are from 10:00 a.m. to 10:00 p.m., seven days a week.

Could you also please send me the link to the online payment portal so I can take care of the application fee?

Thank you for your consideration.

Best regards,

Kyle

Kyle Reuther
Swing-A-Round Fun Town
kyle@sarfuntown.com
(636)349-7077

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 6 - FOUST

Sponsor(s): N/A

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-9

Applicant: Shannon Reuther d/b/a Swing-A-Round located at 3541 Veteran's Memorial Pkwy.

License Type: Beer & Wine, By The Drink & Sunday

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a request from Shannon Reuther for the grant of a liquor license for Swing-A-Round located at 3541 Veteran's Memorial Pkwy. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of malt liquor and wine containing not in excess of fourteen percent (14%) of alcohol by weight. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: NAC Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. C

10/25
6-25

05/09/2025

Liquor License Application Departmental Approval Form

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

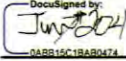
Before the attached liquor license application submitted by:

Applicant name: Shannon Reuther
d/b/a: Swing-A-Round
Location: 3541 Veterans Memorial Pkwy

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

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

Police Department:

Approved Signature:  _____ Date: 5/9/2025

Not Approved Reason(s): _____

05/09/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: Shannon Reuther
d/b/a: Swing-A-Round
Location: 3541 Veterans Memorial Pkwy

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Grayhani Date: 5/9/2025

05/09/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: Shannon Reuther
d/b/a: Swing-A-Round
Location: 3541 Veterans Memorial Pkwy

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

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

Community Development

Zoning District C-2 Historic Preservation District NA Occupancy Permit Yes

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

Conditions of Approval _____

Reason(s) for denial: _____

Signature: DocuSigned by:
Eachary Tusinger Date: 6/10/2025

Finance Department

Approved Signature: DocuSigned by:
Jessica Steffen Date: 6/10/2025

Not Approved Reason(s): _____

SWING-A-ROUND
3541 VETERANS MEMORIAL PKWY



RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6 & 8

Sponsor(s): N/A

Description:

Case No. CU-2025-10. (CRG Cumulus, LLC) An application for a Conditional Use Permit per §400.320(C) for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a planned industrial project within the "I-1/WHP". The subject property is approx. 440 acres, generally located on the N and S sides of Highway 370 & between Huster Rd. and Harry S Truman Blvd.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application was TABLED to the July 14, 2025 Planning and Zoning Commission meeting. City Council should anticipate this application for consideration at their August 5, 2025 meeting.

While this application was tabled, the advertised public hearing was opened for comment. There were three (3) speakers from the public that wished to speak on this application. The Public Hearing was left open to the July 14, 2025 Commission meeting. A summary of these and any additional public comments will be provided at the August 5, 2025 City Council meeting.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 8

Sponsor(s): N/A

Description:

Case No. CU-2025-11. (Jackson Cox) An application for a Conditional Use Permit per §400.250(C)(1) for a Tattooing Establishment use within the "I-2/WHP" Heavy Industrial District and within the Wellhead Protection District located at 3755 New Town Boulevard. The subject property is located in Ward 8.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for a new Conditional Use Permit for a Tattooing Establishment use for Rooster Ink located at 3755 New Town Boulevard. The property is located within the I-2/WHP Heavy Industrial District and within the Wellhead Protection District, and City Ordinance requires approval of a Conditional Use Permit for establishments with a tattoo use. This request does not trigger any of the WHP development standards. Additionally, this request is fully compliant with Ordinance 21-030, which permits the operation of tattoo establishments within the City of St. Charles.

The Planning and Zoning Commission considered this item at their June 9, 2025 meeting where the applicant was present and there were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (6 in favor, 0 opposed) subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-11: 3755 New Town Boulevard– Recommended Conditions

1. This conditional use permit for a tattoo establishment use is issued to the applicant (Jackson Cox) and business (Rooster Ink) only for the property located at 3755 New Town Boulevard and is not transferable to another location and/or tenant/business.
2. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.



AGENDA ITEM #8

**STAFF REPORT
CONDITIONAL USE NO. CU-2025-11
TATTOO ESTABLISHMENT
3755 NEW TOWN BOULEVARD**

**JUNE 9, 2025
BY MADELYN P. BROWN**

APPLICANT: Jackson Cox
Rooster Ink
130 Cedar Cove Trail, Apt 11
Lake St. Louis, MO 63367

OWNER: Emily Swift
3741 New Town Boulevard
St. Charles, MO 63301

ADDRESS/LOCATION: 3755 New Town Boulevard
Ward 8

LOT SIZE: Approx. 0.62 acres (overall)

CURRENT ZONING: "I-2/WHP" Heavy Industrial District and within the
Wellhead Protection District

PROPOSED USE: Tattoo Establishment

SUMMARY/ANALYSIS

The applicant is requesting approval of a conditional use permit for a tattoo establishment, Rooster Ink, located at 3755 New Town Boulevard. The property is zoned I-2/WHP Heavy Industrial District within the Wellhead Protection District. City Ordinance requires approval of a Conditional Use Permit for establishments with a tattoo use. While the proposed location is within the City's WHP Wellhead Protection District, there are no issues or additional requirements associated with the proposed business's location as the proposed use does not trigger any of the WHP's development standards (is a Conditional Use of the I-2 district and not the WHP).

In February 2021, the City Council approved Ordinance 21-030 which would permit the opening of tattoo establishments within the City subject to certain design criteria. This would be the second location within the City of St. Charles, with the first location having received approval July of 2021 and being located at 911 N 2nd Street in Frenchtown. Per Ordinance 21-030, tattooing establishments shall not be within a distance of seven thousand five hundred (7,500) feet of a similar establishment. This business would be located approximately seventeen thousand nine hundred (17,900) feet from 911 N 2nd Street.

The applicant has submitted a written development/business plan which outlines the proposed tattoo establishment. Per the applicant, the business will be staffed by four (4) to five (5) employees on a regular basis. The services will included custom tattooing by licensed artists, professional body piercing, and sale of associated products. These products will include body jewelry, aftercare products, and other related merchandise.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located in-between Activity Centers #14 (370 Corridor- East) and #15 (370 Corridor- West). The proposed tattoo establishment use at this location can be compatible with its commercial/industrial surroundings along New Town Boulevard.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 3755 New Town Boulevard, in-between the Activity Centers #14 and #15. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

- c) Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Zoning

Ordinance, Comprehensive Plan, or any other plan, program, or ordinance adopted or under consideration pursuant to official notice by the city.

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

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

Staff believes the tattoo establishment use as proposed can be compatible within its commercial/industrial surroundings and should not produce negative effects to adjacent properties or the neighborhood. Staff believes this use will operate in a manner that is consistent with the area.

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

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

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

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

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

STAFF RECOMMENDATION

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

1. This conditional use permit for a tattoo establishment use is issued to the applicant (Jackson Cox) and business (Rooster Ink) only for the property located at 3755 New Town Boulevard and is not transferable to another location and/or tenant/business.
2. 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.

Recommended Motion:

Motion to forward the Conditional Use Permit application for a tattoo establishment use at 3755 New Town Boulevard to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 1: Aerial view of the subject site.



Figure 2: Street view of the subject site.

Madelyn P. Brown

From: Jackson Cox <jacksonittai2003@gmail.com>
Sent: Tuesday, May 27, 2025 10:22 AM
To: Madelyn P. Brown
Subject: Re: CUP Application- 3755 New Town Blvd Comment Letter
Attachments: Rooster Ink Building Photo.MOV

Hello Madelyn,

Thank you so much for your email and friendliness.

Business Plan:

Rooster Ink will a modern tattoo and body art studio that will provide professional tattooing, body piercing, and limited retail merchandise. The shop will be staffed by 4–5 employees and will operate with a focus on cleanliness, professionalism, and aesthetic appeal, setting a new standard for body art services in the area.

Rooster Ink will operate Monday through Saturday from 12:00 PM to 8:00 PM. While no new appointments will be scheduled after 8:00 PM, any appointments that run past this time will be completed as necessary.

Services offered include:

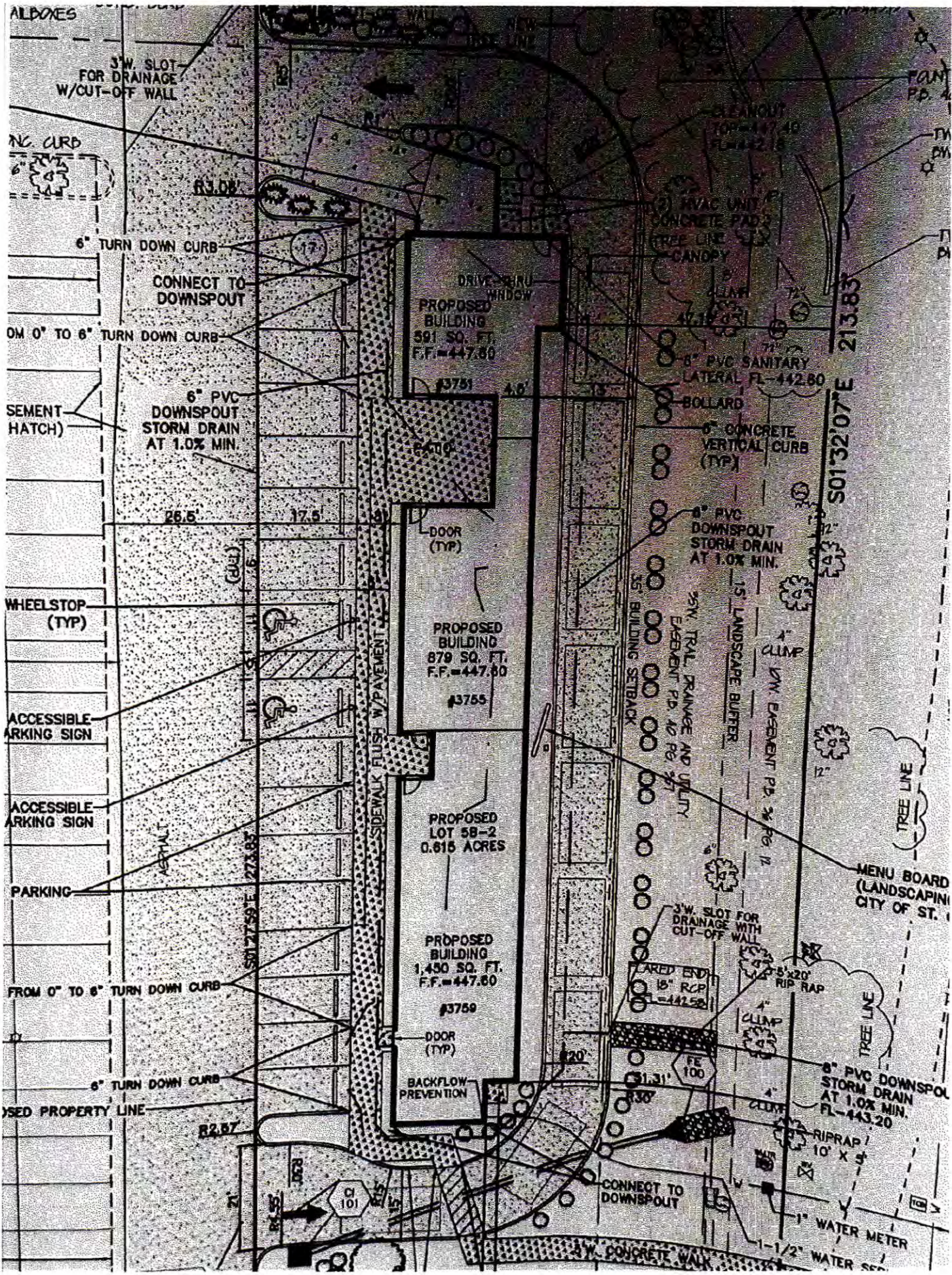
- Custom tattooing by licensed artists
- Professional body piercing
- Sale of body jewelry, tattoo aftercare products, branded apparel, and related merchandise

The shop is designed to maintain a clean, safe, and welcoming environment that adheres strictly to all local health codes and safety regulations. Rooster Ink aims to be an advanced body art studio unlike any other in the region, blending high-end artistic services with a modern, customer-friendly atmosphere.

I have attached a video of the space and can send more as they clean it out.

Thank you again for your help and please let me know if you need anything else!

Jackson Cox



ALDOXES

3" W. SLOT FOR DRAINAGE W/CUT-OFF WALL

6" TURN DOWN CURB

CONNECT TO DOWNSPOUT

FROM 0" TO 6" TURN DOWN CURB

6" PVC DOWNSPOUT STORM DRAIN AT 1.0% MIN

CEMENT HATCH

WHEELSTOP (TYP)

ACCESSIBLE PARKING SIGN

ACCESSIBLE PARKING SIGN

PARKING

FROM 0" TO 6" TURN DOWN CURB

6" TURN DOWN CURB

PROPOSED PROPERTY LINE

DRIVE THRU WINDOW
PROPOSED BUILDING
591 SQ. FT.
F.F. = 447.60

DOOR (TYP)
PROPOSED BUILDING
879 SQ. FT.
F.F. = 447.80

PROPOSED LOT 58-2
0.615 ACRES

PROPOSED BUILDING
1,430 SQ. FT.
F.F. = 447.60

DOOR (TYP)
BACKFLOW PREVENTION

CLEANOUT
TOP = 447.40
F.L. = 442.15

HVAC UNIT
CONCRETE PADS
TREE LINE
CANOPY

6" PVC SANITARY LATERAL F.L. = 442.80

BOLLARD
6" CONCRETE VERTICAL CURB (TYP)

6" PVC DOWNSPOUT STORM DRAIN AT 1.0% MIN.

35' BUILDING SETBACK
3" W. TRAIL DRAINAGE AND UTILITY EASEMENT PD. 10' PG. 11

15' LANDSCAPE BUFFER

15' LANDSCAPE BUFFER
CLIMB
L.W. EASEMENT PD. 3' PG. 11

TREE LINE

MENU BOARD (LANDSCAPING CITY OF ST. ...)

3" W. SLOT FOR DRAINAGE WITH CUT-OFF WALL

FLARED END
18" RCP
F.L. = 442.58

5' x 20' RIP RAP

FE 100

8" PVC DOWNSPOUT STORM DRAIN AT 1.0% MIN. F.L. = 443.20

10' x 5' RIP RAP

1" WATER METER
1-1/2" WATER SERVICE

CONNECT TO DOWNSPOUT

3" W. CONCRETE WALK

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

9. Case No. CU-2025-12. (Natacha Douglas) An application for a Conditional Use Permit from §400.330(C)(3) for outdoor music associated with a permitted restaurant/cafe use within the HCD/SMPD Historic Commercial District within the South Main Preservation District located at 524 South Main Street. The subject property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for a new Conditional Use Permit for outdoor music for La Vie Vegan French Bistro located at 524 South Main Street. The property is located within the HCD/SMPD Historic Commercial District and within the South Main Preservation District, and City Ordinance requires approval of a Conditional Use Permit for establishments within this overlay to have outdoor music. Additionally, this request is fully compliant with Section 400.330(C)(3), which requires all outdoor music to be non-amplified and comply with set hours.

The Planning and Zoning Commission considered this item at their June 9, 2025 meeting where the applicant was present and there were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (6 in favor, 0 opposed) subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-12: 524 South Main Street– Recommended Conditions

1. This conditional use permit for Non-Amplified Live Music associated with permitted use is issued to the applicant (Natacha Douglas) only for 524 South Main Street and is not transferable to another location, owner and/or tenant/business.
2. The use of non-amplified live music shall only be during business hours (10:00am to 6:00pm daily).
3. Musicians shall not amplify instruments in any way. Any violation of this condition will make this Conditional Use permit null and void.
4. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.



AGENDA ITEM #6

**STAFF REPORT
CONDITIONAL USE NO. CU-2025-12
NON-AMPLIFIED LIVE MUSIC
524 SOUTH MAIN STREET**

**JUNE 9, 2025
BY TAYLOR MOORE**

APPLICANT/OWNER: Natacha Douglas
524 South Main Street
St. Charles, Missouri 63301

ADDRESS/LOCATION: 524 South Main Street
Ward 2

ACREAGE/SIZE: 13,860 Sqft (approx.)

CURRENT ZONING: HCD/SMPD Historic Commercial District within the South Main Preservation District

PROPOSED USE: Non-Amplified Live Music

SUMMARY/ANALYSIS

This request is for a Conditional Use Permit to have Non-Amplified Live Music at 524 South Main Street, location of the La Vie Began Bistro (restaurant). The property is located within the HCD/SMPD Historic Commercial District within the South Main Preservation District. Per Section 400.330(C)(3) "SMPD" South Main Preservation District standards, "live music is prohibited at these uses unless approved as a conditional use". This section further states:

"The performance of live music in restaurants, cafes or cafeterias. For purposes of this Section, the performance of live music shall be limited to the playing of musical instruments or vocals, both of which shall not be amplified by any means, electronic or otherwise. Sunday through Thursday the performance of live music shall stop at or before 8:00 P.M. when performed on the exterior of the premises, and shall stop at or before 9:00 P.M. when performed inside a restaurant, cafe or cafeteria. Friday and Saturday the performance of live music shall stop at or before 10:00 P.M., whether performed on the exterior of the premises or inside a restaurant, cafe or cafeteria. The times of performance of live music may be limited as a condition to a conditional use permit."

This location, as described above, is an existing restaurant which has both external and internal seating areas. The property also contains three additional retail units, all which are in use. Per the submitted written development, the applicant is requesting the music within the courtyard patio area to the north of the structure. The applicant originally proposed live music one to two days per week between 10:00am and 2:00pm. During the review process, Staff noted limiting music to an unspecified one or two days per week would create challenges in verifying compliance with the

condition, as there would be no clear way to determine whether the use is occurring as described. To address this, the applicant revised their proposal to allow live music seven (7) days a week during regular business hours (10:00am to 6:00pm), providing clarity and consistency in how the condition would be applied. Performances will feature solo musicians only and will be light, ambient background music to enhance the outdoor dining experience. Information was provided on the type of instruments, consisting of acoustic guitars, violins, and light instrumentals. No instruments will be amplified, as required by code. While code language specifically prohibits amplified music, an additional condition has been added to this recommendation to help ensure further compliance with this use if approved by the City.

As proposed, the times of music would comply with the above code standards; however, can be further limited via this Conditional Use if appropriate. The subject property sits directly on South Main Street, and the area is predominantly commercial with restaurants and shops. There is one single-family residence in the area just south of the property (615 South Main Street) and residential uses within second-story apartments along South Main. Generally, staff believes the ordinance limitations of hours of music can be appropriate given the mix of land uses in the area. Multiple locations are identified for approved non-amplified band/music performances in the area (See Figure 4 on Page 7). Due to the music only being proposed during business hours and within the permitted times, Staff finds the proposal appropriate for the business and the area. Upon the writing of this report, staff has not received any feedback (positive or negative) from area property owners.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located nearest to Activity Center #6 (Historic Downtown). The proposed non-amplified music at this location associated with a permitted use can be compatible with its commercial surroundings along within downtown.

Consistency with Conditional Use standards

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

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

notice by the city.

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 524 South Main Street, within Activity Center #6. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

Staff believes the non-amplified music at a restaurant/cafe as proposed can be compatible within its commercial/residential surroundings and should not produce negative effects to adjacent properties or the neighborhood, especially due to only being proposed for lunch time hours. Staff believes this use will operate in a manner that is consistent with the area.

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

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

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

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

Furthermore, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to

location in the recommendations. The proposed use complies with the above standards.

STAFF RECOMMENDATION

This conditional use operates in conformance with City requirements, is compatible with surrounding land uses and complies with the Comprehensive Plan of the City of St. Charles. Staff recommends approval of the proposed conditional use for Non-Amplified Live Music associated with a permitted use subject to the following conditions:

1. This conditional use permit for Non-Amplified Live Music associated with permitted use is issued to the applicant (Natacha Douglas) only for 524 South Main Street and is not transferable to another location, owner and/or tenant/business.
2. The use of non-amplified live music shall only be during business hours (10:00am to 6:00pm daily).
3. Musicians shall not amplify instruments in any way. Any violation of this condition will make this Conditional Use permit null and void.
4. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

Recommended Motion:

Motion to forward the Conditional Use Permit application for Non-Amplified Live Music associated with a restaurant use at 524 South Main Street to the City Council with a favorable recommendation, subject to the conditions recommended by Staff.



Figure 1: Subject property and restaurant seen from South Main Street.



Figure 2: Subject location for musicians.



Figure 3: Subject property's location.



Figure 4: Additional restaurant-uses in the South Main Preservation District with approved non-amplified music (blue) in proximity to the subject property (red).

BUSINESS PLAN & EMAIL CORRESPONDENCE:

Bonjour Taylor,

Thank you so much for following up. I apologize for missing your earlier message. Let me know if you need anything else:)

We would like to request approval for occasional outdoor live music at **La Vie Vegan**, located at **524 S. Main Street, Courtyard Area, St. Charles, MO 63301**.

Details of the Business Plan for Outdoor Music:

- **Location:** Courtyard area of La Vie Vegan, within our shared pedestrian-friendly zone.
- **Schedule:** Live music would take place **once or twice a week** during **lunchtime hours from 10:00 AM to 2:00 PM**, depending on the week. Some weeks may have no live music at all.
- **Performers:** Performances would feature **a solo musician only** (e.g., acoustic guitar, violin, light instrumental).
- **Style of Music:** Light, ambient background music intended to enhance the outdoor dining experience. There will be **no amplified or disruptive sound**, and performances will remain mindful of surrounding businesses and the community environment.
- **Purpose:** To create a charming and relaxing atmosphere for guests enjoying plant-based dining in the heart of historic St. Charles.

Please let me know if you need this in a different format or if additional details would be helpful for your report. I'm happy to provide whatever is needed.

■ ■ *Merci Beaucoup!*



Natacha Douglas

Founder & CEO

French Crêperie | La Vie Vegan Bistro | La Pâtisserie Paris Café

2103 Quathem Drive, Wildwood, MO 63005

480-229-7412

Natachacru@hotmail.com

Bonjour Taylor!

To make things easier, would it be possible to have a schedule that simply aligns with our business hours—Monday through Sunday, 10 AM to 6 PM? That way, we're covered throughout the week, since we can't always anticipate when musicians might be available.

Merci beaucoup!

RCA FORM (OFFICE USE ONLY)

Bill # 13994

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): Vince Ratchford

Description:

Case No. Z-2025-06. (Adam & Jennifer Solomon) An application to annex and establish the zoning for 0.5-acres (more or less) located at 5 Hardwood Dr, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-1E" Single Family Residential District. The subject property is located on the east side of Hardwood Drive and south of Shady Lane. The subject property will be located in Ward 3 upon annexation.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for 5 Hardwood Drive, upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is an approx. 0.5-acre parcel. The annexation of this tract will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting where the applicant spoke and there were 0 speakers from the public. The Commission voted 6 in favor, 0 opposed to forward the application 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: MPB Dept. Dir. [Signature] Finance Dir. 900 Dir. of Admin. [Signature]



AGENDA ITEM #5

**STAFF REPORT
CASE NO. Z-2025-06
5 HARDWOOD DRIVE**

**JUNE 9, 2025
BY MADELYN P. BROWN**

APPLICANT/ OWNER: Adam & Jennifer Solomon
5 Hardwood Drive
St. Charles, Missouri 63303

ADDRESS/LOCATION: 5 Hardwood Drive
Ward 3 upon annexation

ACREAGE: 0.5-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	County R1E Single-Family Residential District	Single-Family Residential
South	County R1E Single-Family Residential District	Single-Family Residential
East	County R1E Single-Family Residential District	Single-Family Residential
West	R-1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to rezone 5 Hardwood Drive upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a half (0.5) acre lot and is located on the east side of Hardwood Drive and south of Shady Lane. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing residential use and the owner wishes to annex to the City in order to tie into the City’s utilities at a future date. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.



Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located in-between Activity Center #11 (Page Ave/Upper Bottom Rd. Exchange) and Activity Center #12 (Family Arena). The zoning of properties immediately adjacent to the subject site are single-family residential and all are also developed for this use. The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motion:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-06. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-06.*

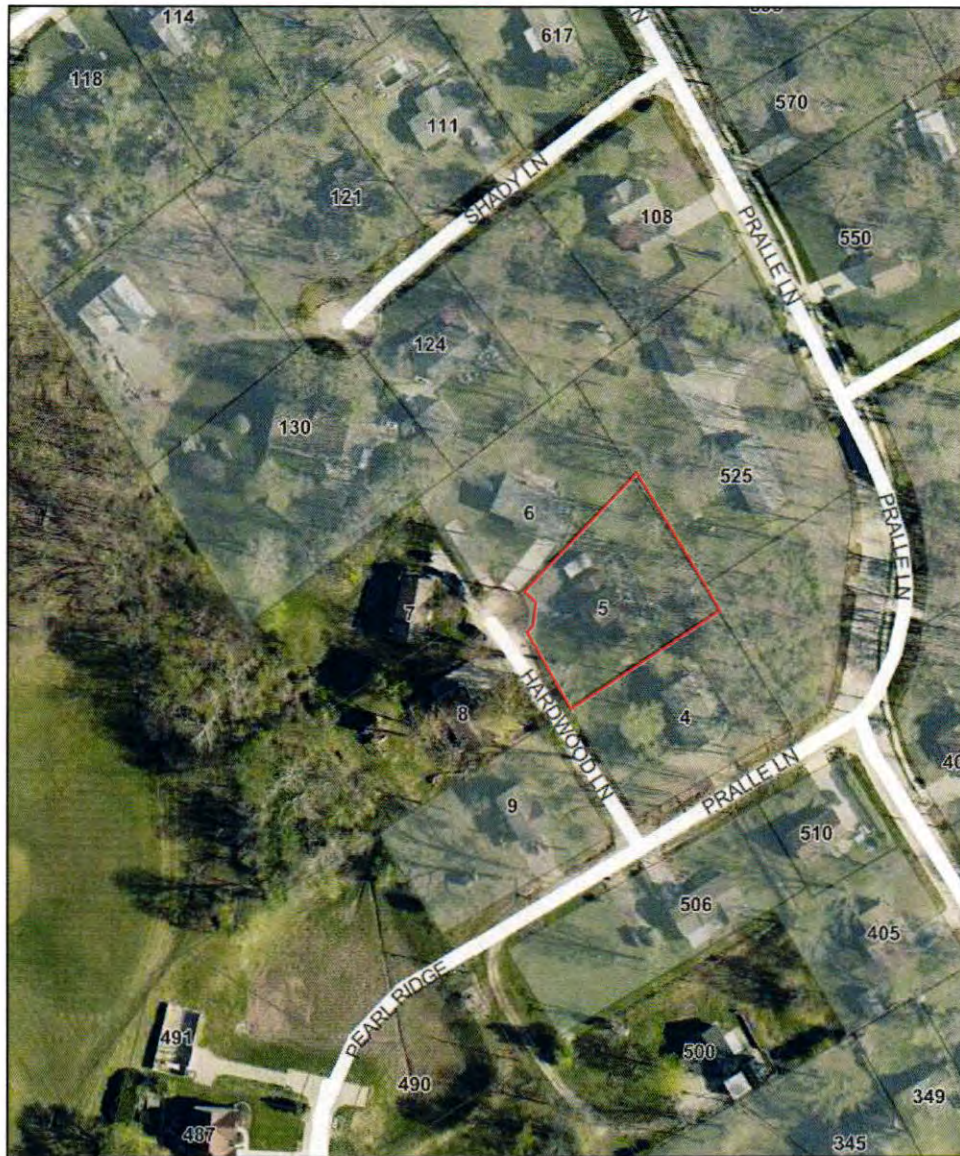


Figure 2: Aerial photo of the Subject Property.



Figure 3: Photo of the Subject Property.

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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD

UST File No. 15-12706

GENERAL WARRANTY DEED

THIS DEED, made and entered into as of this 23rd day of October, 2015, by and between Mary E. Justus, Trustee of ~~the~~ The Justus Family Trust dated February 2, 2012, party(ies) of the first part/Grantor(s) whose mailing address is: 5 Hardwood Lane Saint Charles, MO 63303 of the City/County of St Charles State of Missouri and Adam P. Solomon and Jennifer L. Solomon, husband and wife, a Married Couple, as Tenants by the Entirety party(ies) of the second part/Grantee(s) whose mailing address is: 5 Hardwood Drive, Saint Charles, MO 63303 of the City/County of St Charles State of Missouri.

WITNESSETH, that the said party(ies) of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party(ies) of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party(ies) of the second part, the following described Real Estate, situated in the County of St. Charles and State of Missouri, to wit:

See Exhibit "A" Attached

Subject to: deed restrictions, easements, rights of way of record, and zoning regulations.
Locator Number: 439680A000

Grantor represents and warrants:

- a) The Trustee(s) is/are the duly acting and qualified Trustee(s) under said trust;
- b) The Trust has not been amended, revoked, or canceled, and is in full force and effect; and
- c) The Trustee(s) have the full and complete powers and authority to sell the subject property.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party(ies) of the second part, and to the heirs and assigns of such party(ies) forever.

The said party(ies) of the first part hereby covenanting that said party(ies) and the heirs, executors and administrators of such party(ies), shall and will WARRANT AND DEFEND the title to the premises unto the said party(ies) of the second part, and to the heirs and assigns of such party(ies) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2015 and thereafter, and special taxes becoming a lien after the date of this deed.

EXHIBIT "A"

Legal Description

File No. 15-12706

Part of Lots 5 and 6 of Hardwood Grove, according to the Plat thereof recorded in Plat Book 6, page 93 of the St. Charles County Records and described as follows: Beginning at the intersection of the East line of Hardwood Lane 30 feet wide and the North line of property conveyed to Loveus O. Fears and wife by Deed recorded in Book 360, page 514 of the St. Charles County Records (said point being 6.8 feet North of the South line of said Lot 5); thence North along the East line of said Hardwood Lane 30 feet wide 81:58 feet to a point, being the initial point of a 35 foot radius turn around; thence Northwardly along said turn around 43.32 feet to a point (said point being 3.85 feet North of the South line of said Lot 6); thence northeastwardly in a straight line to a point in the East line of said Lot 6 (said point being 35.75 feet North of the South Line of said Lot 6); thence South along the East line of said Lot 6 and 5, 148.95 feet to a point in the North line of said property conveyed to Fears and wife as aforesaid; thence South 55 degrees 51 minutes West along the North line of said property conveyed to Fears and wife 170 feet to the point of beginning.

Bill No. 13994

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE REZONING TO CITY OF ST. CHARLES ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT APPROXIMATELY 0.5 ACRES OF LAND WITH AN ADDRESS OF 5 HARDWOOD DRIVE.

WHEREAS, an application for rezoning property was received from the owner of this land; and

WHEREAS the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its June 9, 2025 meeting and made a favorable recommendation (6 in favor, 0 opposed) to the City Council; and

WHEREAS, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

WHEREAS, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

Approximately 0.5 acres of land with an address of 5 Hardwood Drive is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to City of St. Charles Zoning District "R-1E" Single-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated herein by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 13994

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/19/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT "A"

Legal Description

File No. 15-12706

Part of Lots 5 and 6 of Hardwood Grove, according to the Plat thereof recorded in Plat Book 6, page 93 of the St. Charles County Records and described as follows: Beginning at the intersection of the East line of Hardwood Lane 30 feet wide and the North line of property conveyed to Loveus O. Fears and wife by Deed recorded in Book 360, page 514 of the St. Charles County Records (said point being 6.8 feet North of the South line of said Lot 5); thence North along the East line of said Hardwood Lane 30 feet wide 81:58 feet to a point, being the initial point of a 35 foot radius turn around; thence Northwardly along said turn around 43.32 feet to a point (said point being 3.85 feet North of the South line of said Lot 6); thence northeastwardly in a straight line to a point in the East line of said Lot 6 (said point being 35.75 feet North of the South Line of said Lot 6); thence South along the East line of said Lot 6 and 5, 148.95 feet to a point in the North line of said property conveyed to Fears and wife as aforesaid; thence South 55 degrees 51 minutes West along the North line of said property conveyed to Fears and wife 170 feet to the point of beginning.

RCA FORM (OFFICE USE ONLY)

Bill # 13996

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 4 upon annex

Sponsor(s): Mary West

Description:

Case No. Z-2025-05. (Paul Mertz) An application to annex and establish the zoning for a 15,730 square feet (more or less) tract of land from St. Charles County "R1E" Single Family Residential to the City of St. Charles "R-1D" Single Family Residential District. The subject property is located adjacent to 424 and 430 Blanche Drive. The subject property will be located in Ward 4 upon annexation.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for a 15,713 square-foot tract of land adjacent to 424 Blanche Drive, upon annexation from St. Charles County R1E Single Family Residential to the City of St. Charles R-1D Single Family Residential District. The annexation of this tract will help to further incorporate remaining areas of property within Unincorporated County. The applicant intends to consolidate this property with 424 Blanche Drive for the construction of a new single-family dwelling.

The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting. There were no speakers from the public on this application. The application was forwarded with a recommendation for approval (6 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #6

**STAFF REPORT
REZONING CASE NO. Z-2025-05
424 BLANCHE DRIVE**

**JUNE 9, 2025
BY LARA BERRY**

APPLICANT: Paul Mertz
Poehlman and Prost, Inc.
46 C Worthington Access Drive
Maryland Heights, Missouri 63043

OWNER: Dustin and Jackie Trautman
414 Grand Ridge Court
St. Charles, Missouri 63304

ADDRESS/LOCATION: 424 Blanche Drive
Ward 4 upon annexation

ACREAGE: 15,713 Square Feet

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1D Single-Family Residential District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	City R-1E Single-Family Residential District	Single-Family Residential
South	City R-1D Single-Family Residential District	Single-Family Residential
East	City R-1D Single-Family Residential District	Single-Family Residential
West	County R1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to annex and establish zoning for a 15,713-square-foot tract of land adjacent to 424 Blanche Drive from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1D Single-Family Residential District. The City of St. Charles municipal boundary borders the subject property along three sides, all of which are zoned Single-Family Residential District. Annexation of this property would further incorporate a remaining pocket of property within Unincorporated St. Charles County.

The subject tract was purchased by The Trautmans from the owner of 430 Blanche Drive to consolidate and develop 424 Blanche Drive for a new single-family dwelling. Along with this application, a Boundary Adjustment Plat has been submitted for administrative review and approval, subject to this annexation.

According to City records, the previous structure on the property at 424 was demolished in 2021. Due to the new construction and because the property is contiguous to another property within city limits, the property must annex to establish new utility connections. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1D Single-Family Residential District.

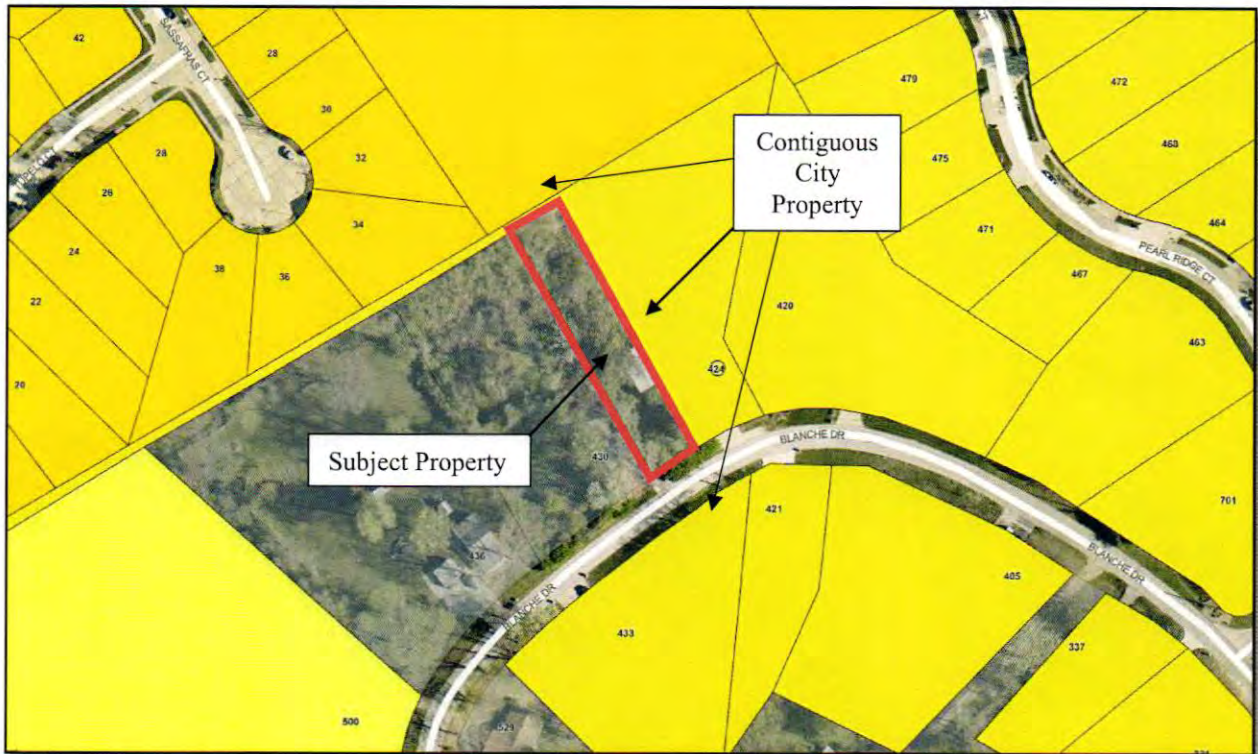


Figure 1: Zoning map of the subject property and surrounding area.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located nearest to Activity Center #11 (Page Avenue/Arena Parkway). The zoning of properties immediately adjacent to the subject site are single-family residential and all are also developed for this use with the exception of the vacant property to the north. The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and establishment of zoning request be forwarded to the City Council with a **favorable** recommendation.

Recommended Motions:

Motion to forward a **favorable** recommendation to the City Council for annexation of the subject properties, as noted in Z-2025-05.

Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject properties via Z-2025-05.



Figure 2: Aerial photo of the subject property.

424 and 430 Blanche Drive

Written Statement of Purpose

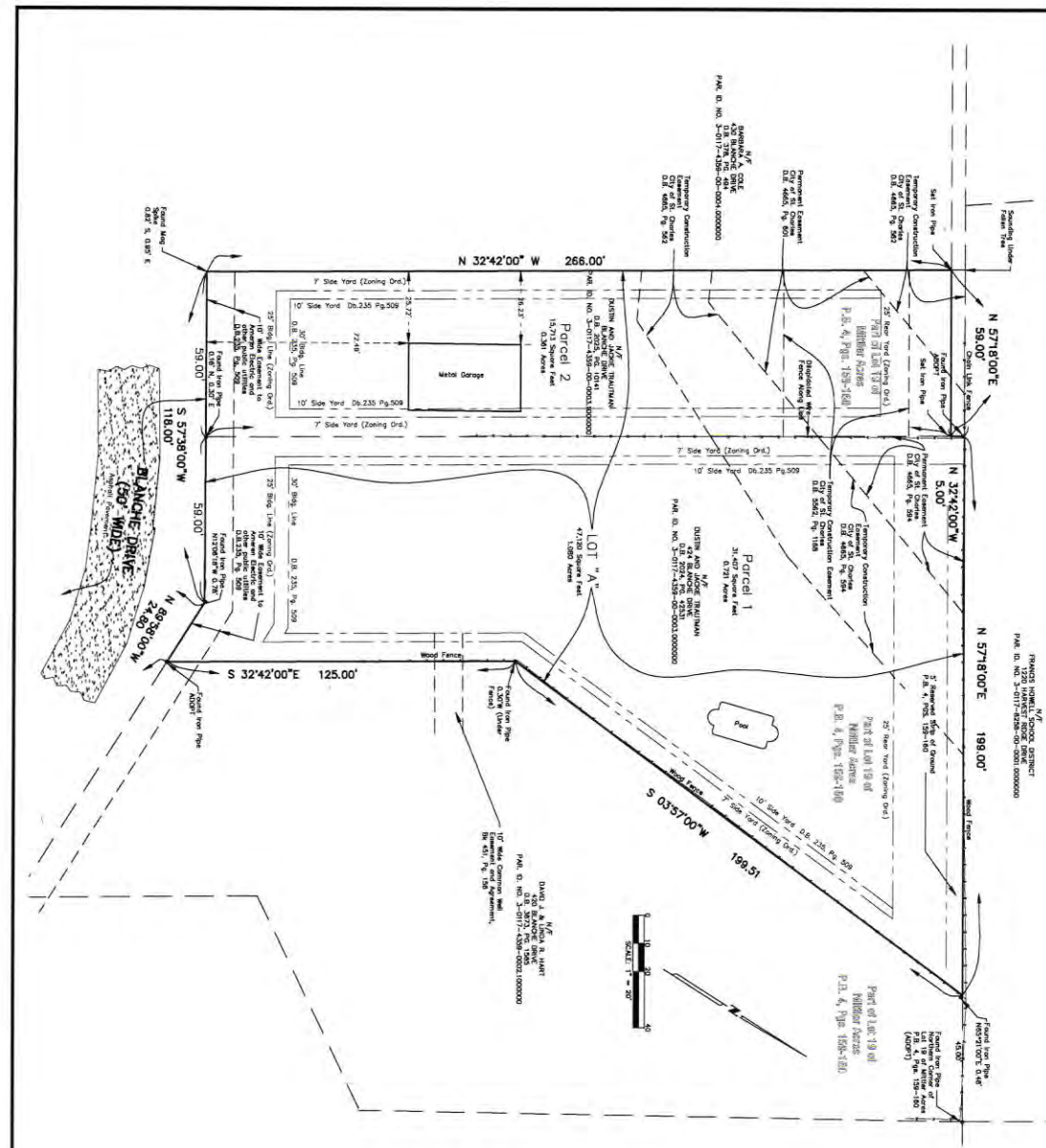
225-002

The lot at 430 Blanche Drive was purchased by the Trautman's with the intention of consolidating it with the lot at 424 Blanche Drive which they already owned.

When we discussed this with St. Charles County we were advised to request annexation of 430 Blanche Drive in order to then be able to consolidate with lot 424 Blanche Drive.

**CONSOLIDATION PLAT
OF 424 BLANCHE DRIVE
PART OF LOT 19 OF MITTLER ACRES
RECORDED IN PLAT BOOK 4, PAGES 159-160
U.S. SURVEY 1198, T. 46 N., R. 4 E.
CITY OF ST. CHARLES
ST. CHARLES COUNTY, MISSOURI**

Lot 1
Harvest Ridge
P.L. 37, Pg. 48



LEGEND OF SYMBOLS

SYMBOL	DESCRIPTION
(Symbol)	EXISTING CONCRETE DRIVE
(Symbol)	EXISTING ASPHALT DRIVE
(Symbol)	EXISTING GRAVEL DRIVE
(Symbol)	EXISTING DIRT DRIVE
(Symbol)	EXISTING DRIVE
(Symbol)	EXISTING SIDEWALK
(Symbol)	EXISTING CONCRETE SIDEWALK
(Symbol)	EXISTING ASPHALT SIDEWALK
(Symbol)	EXISTING GRAVEL SIDEWALK
(Symbol)	EXISTING DIRT SIDEWALK
(Symbol)	EXISTING SIDEWALK
(Symbol)	EXISTING WALKWAY
(Symbol)	EXISTING PATIO
(Symbol)	EXISTING TERRACE
(Symbol)	EXISTING PORCH
(Symbol)	EXISTING DECK
(Symbol)	EXISTING STAIRS
(Symbol)	EXISTING FENCE
(Symbol)	EXISTING WALL
(Symbol)	EXISTING CURB
(Symbol)	EXISTING GUTTER
(Symbol)	EXISTING DOWNSPOUT
(Symbol)	EXISTING LIGHT FIXTURE
(Symbol)	EXISTING SIGN
(Symbol)	EXISTING UTILITY
(Symbol)	EXISTING WATER MAIN
(Symbol)	EXISTING SEWER MAIN
(Symbol)	EXISTING GAS MAIN
(Symbol)	EXISTING ELECTRIC MAIN
(Symbol)	EXISTING TELEPHONE MAIN
(Symbol)	EXISTING CABLE MAIN
(Symbol)	EXISTING AIR CONDITIONING
(Symbol)	EXISTING HEATING
(Symbol)	EXISTING COOLING
(Symbol)	EXISTING EXHAUST
(Symbol)	EXISTING VENT
(Symbol)	EXISTING ROOF
(Symbol)	EXISTING FLOOR
(Symbol)	EXISTING CEILING
(Symbol)	EXISTING WALL
(Symbol)	EXISTING WINDOW
(Symbol)	EXISTING DOOR
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(Symbol)	EXISTING GUTTER
(Symbol)	EXISTING DOWNSPOUT
(Symbol)	EXISTING LIGHT FIXTURE
(Symbol)	EXISTING SIGN

BEFORE YOU DIG - DRILL - BLAST
TOLL FREE 1-800-344-7483
MISSOURI ONE CALL SYSTEM, INC.

ENGINEERING/SURVEYING AUTHENTICATION
I, the undersigned, being a duly Licensed Professional Engineer in the State of Missouri, do hereby certify that I am the author of the above described plan and that I am a duly Licensed Professional Engineer in the State of Missouri.

ENGINEERING/SURVEYING RELEASE
I, the undersigned, being a duly Licensed Professional Engineer in the State of Missouri, do hereby certify that I am the author of the above described plan and that I am a duly Licensed Professional Engineer in the State of Missouri.

UTILITY LOCATION NOTE
THE UNDERGROUND UTILITIES SHOWN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF PIPES OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UTILITIES IN THE FIELD PRIOR TO ANY EXCAVATION, CONSTRUCTION OR INSTALLATION OF STRUCTURES TO BE CONSTRUCTED IN THE PROJECT AREA. PROFESSIONALS SHALL IN NO WAY ASSUME ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT CHAPTER 318, RSMO.

CONSOLIDATION PLAT OF 424 BLANCHE DRIVE

PART OF LOT 19 OF MITTLER ACRES
RECORDED IN PLAT BOOK 4, PAGES 159 & 160
U.S. SURVEY 1198, T. 46 N., R. 4 E.
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

PREPARED FOR:
DUSTIN AND JACKIE TRAUTMAN
414 GRAND RIDGE COURT
ST. CHARLES, MISSOURI 63304-3524
MOBILE: (314) 608-0311
EMAIL: jtrautman82@icloud.com

Poehlman & Prost, Inc.
Land Surveying and Civil Engineering
P.O. Box 1518
46 C Worthington Access Drive
Maryland Heights, Missouri 63043
Tel: (314) 997-5777 Phone
(314) 997-0407 Fax
E-Mail: pmertz@poehlman-prost.com

THOMAS E. PROST, P.E.
KYLE A. PROST, P.E.
CONSULTING ENGINEER - 23536

1 OF 2

Bill No. 13996

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE REZONING TO CITY OF ST. CHARLES ZONING DISTRICT "R-1D" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT APPROXIMATELY 15,713 SQUARE FEET OF LAND LOCATED ADJACENT TO 424 BLANCHE DRIVE.

WHEREAS, an application for rezoning property was received from the owner of this land; and

WHEREAS the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its June 9, 2025 meeting and made a favorable recommendation (6 in favor, 0 opposed) to the City Council; and

WHEREAS, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

WHEREAS, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

Approximately 15,713 square feet of land located adjacent to 340 Blanche Drive is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to City of St. Charles Zoning District "R-1D" Single-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated herein by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 13996

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/19/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Exhibit _____

Annexation of 15,713 square-feet adjacent to 424 Blanche Drive. – Legal Description

A TRACT OF LAND BEGINNING WITH LOT 19 OF MITTLER ACRES, A SUBDIVISION LOCATED WITHIN THE U.S. SURVEY NO. 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, A PLAT OF SAID SUBDIVISION BEING RECORDED IN PLAT BOOK 4 AT PAGES 159 AND 160 IN THE RECORDS OF ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE DRIVEN ON THE NORTHWEST LINE OF SAID LOT 19 DISTANT SOUTH 57°42' WEST 244 FEET FROM AN IRON PIPE DRIVEN AT THE NORTHERN CORNER OF SAID LOT NO. 19; THENCE SOUTH 32°42' EAST 271.34 FEET TO THE WEST LINE OF BLANCHE DRIVE; THENCE ALONG THE WEST LINE OF BLANCHE DRIVE SOUTH 57° 38' WEST 59 FEET; THENCE NORTH 32° 42' WEST 271 FEET TO AN IRON PIPE IN THE NORTHWEST LINE OF SAID LOT 19, NORTH 57 °18' EAST 59 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT A STRIP OF LAND 5 FEET IN WIDTH AND 59 FEET IN LENGTH OFF THE NORTHWEST LINE OF SAID LOT 19.

EXHIBIT A

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
June 3, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, June 3, 2025, 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. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49361

The meeting was opened with a moment of silence and Pledge of Allegiance to the Flag led by City of Saint Charles Leader of Tomorrow Elena Krupich – Saint Cletus School.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Presentation by Melinda McAliney with Community and Children’s Resource Board of St. Charles County (CCRB)

Melinda McAliney of the Community and Children’s Resource Board of St. Charles County (CCRB) gave a presentation to the Council highlighting results of a recent needs assessment in our community and the initiatives and current projects led by the organization in response to those needs.

PUBLIC COMMENT

Arnie C. “A.C.” Dienhoff spoke relative to Industrial Revenue Bonds

Laura Sipes of Protect Historic St. Charles spoke relative to Protect Old Town/homeless

Roman Buddemeyer of Protect Historic St. Charles spoke relative to Protect Old Town/homeless

James Lawing spoke relative to the Homeless at Methodist Church

James Fredrich of Protect Historic St. Charles spoke relative to the homeless

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
June 3, 2025

REPORT OF THE MAYOR

Mayor Borgmeyer reported that he met with First St. Charles United Methodist Church and he is actively working to find some solutions to the concerns related to homelessness.

Shelly Roy Affholder received national authorization from AARP and the City is now an Alzheimer and Memory-Friendly City which will allow us to do things for those with Alzheimer's and Memory Care problems.

The Police Department has announced Zero Tolerance for speeding in residential areas for June, July and August. The City will participate in this initiative with other Police Departments through St. Charles County to enforce this initiative.

Chief Juengst introduced the Fire Department's new Search and Rescue Dog, Bruno. Bruno was secured through a donation. He is the only dog of his kind outside the City of St. Louis.

Appointments to Boards/Commissions/Committees

Mayor Borgmeyer withdrew his appointment of Joshua Kortney Allen to the Parks and Recreation Board.

File #49393

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Mary West announced that June 2025 will be the 100-year anniversary of Pundmann Ford. She thanked the Pundmann's for their recent donation of 1.5 acres of land on Pundmann Parkway and Lynnbrook Drive, which will soon become Pundmann Nature Park. She thanked the Pundmann Family for being so generous to our community.

Councilmember Brian Gould thanked the Veteran's Commission and Director of Special Events and Communications Beth Norviel for the work they did for the Memorial Day Ceremony, especially with the last-minute venue change due to inclement weather. He thanked the

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
June 3, 2025

American Legion for hosting the event last minute. He reported Mr. Mark Schmitz, father of United States Marine Jared Schmitz who was killed in the line of duty in 2021, spoke at the ceremony.

Councilmember Bill Otto reported he was honored to be a judge at the Strawberry Jam Contest at the Strawberry Festival. He said the event was impressive with over 100 vendors. He thanked Director of Special Events and Communications Beth Norviel for her great work.

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. Case No. CU-2025-08 (Eric Peters – Upshot Coffee) An application for a Conditional Use Permit per §400.210(C)(1)(a) for Liquor Sales associated with a coffee shop/restaurant use within “C-1/EHP” Neighborhood Business District within the Extended Historic Preservation District located at 816 N. Kingshighway Street. The subject property is located in Ward 1. ***(RCA Attached)***

- B. Case No. LL-2025-8 Approval of Liquor License Application for Eric Peters d/b/a Upshot Coffee located at 816 N. Kingshighway. ***(Ward 1) (RCA Attached)***

- C. Case No. CU-2025-09 (Cory King and Bill Barnes – Side Project Brewing) An application for a Conditional Use Permit per §400.210(C)(1)(a) for Liquor License Sales and §400.290(C)(6) and a Microbrewery use with the “FD/FPD” Frenchtown District within the Frenchtown Preservation District located at 1001 and 1005 N. Second Street. The subject property is located in Ward 1. ***(RCA Attached)***

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
June 3, 2025

-
- D. Case No. LL-2025-9 Approval of Liquor License Application for Cory King d/b/a Side Project Brewing located at 1001-1005 N. Second St. (**Ward 1**) (**RCA Attached**)
- E. Case No. CU-2024-13 (Hung Ung – Viet Pho) An application to amend a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with the expansion of a restaurant use within “C-3/WHPD” Highway Business District within the Wellhead Protection District located at 3128 Elm Point Industrial Dr. The subject property is located in Ward 7. (**RCA Attached**)
- F. Case No. CU-2023-64 (Gwen Keen – QuikTrip Corporation) An application for a Conditional Use Permit per §400.220(C)(1)(a) for in-vehicle service, more specifically for the redevelopment of an existing automobile service station. The property is zoned C-2/EHP General Business District within the Extended Historic Preservation District located at 225 N. Kingshighway Street. The subject property is located in Ward 9. (**RCA Attached**)
- G. Case No. Z-2025-04 (CRG Cumulus, LLC) An application to establish zoning for an overall 144.25-acres (more or less) from St. Charles County “A” Agricultural District & “I1” Light Industrial to the City of St. Charles “I-1” Light Industrial District & “I-1/WHP” Light Industrial District, within the Wellhead Protection District. Subject properties are generally located on the north and south sides of Hwy 370, between Huster Rd & Harry S Truman Blvd (**Council Bill 13987**)

CONSENT AGENDA

A motion was made by MARK HOLLANDER to approve the Consent Agenda. STEVE HOLLANDER seconded the motion. A roll call vote was taken with the following results:

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
June 3, 2025

“Aye”: Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell and Otto. “Nay”: None. Absent: None. Motion passed.

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports

1. Council Work Session Meeting of May 13, 2025

File #49367

2. Council Work Session Meeting of May 20, 2025

File #49367

B. Receipt of Reports from Boards, Commissions and Committees

1. Landmarks Board Meeting of April 21, 2025

File #49377

2. Planning and Zoning Commission Meeting of April 14, 2025

File #49372

3. Saint Charles Parks & Recreation Board Meeting of March 19, 2025

File #49376

4. Saint Charles Parks & Recreation Board Meeting of April 2, 2025

File #49376

5. Greater Saint Charles Convention & Visitors Commission Meeting of April 24, 2025

File #49388

C. Receipt of Director of Administration Reports

1. FITS Report – April 2025

File #49375

2. Notice of Emergency Purchase – SweenCo LLC

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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File #49378

- D. Approval of Contracts and Easements
 - 1. Contract with L. Keeley Construction Group, Inc. for the Edinburgh Storm Water Improvements Project in an Amount not to Exceed \$297,650.00

C25-168

- E. Preliminary Plats
- F. Miscellaneous

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS *(none)*

BILLS FOR FINAL PASSAGE

BILL 13982 *(Amended-Supplemental RCA Attached)*

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)*

Passed “Aye”: West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, and Ratchford

 “Nay”: None

 Absent: None

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Approved by the Honorable Mayor on June 3, 2025 and is known as Ordinance **25-049**

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, DENISE MITCHELL, BILL OTTO, VINCE RATCHFORD AND MICHAEL GALBA*)

Councilmembers Justin Foust, Brian Gould, Bart Haberstroh and Steve Hollander requested their names be added as Sponsors to Bill 13984.

Passed “Aye”: West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto and Ratchford
 “Nay”: None
 Absent: None

Approved by the Honorable Mayor on June 3, 2025 and is known as Ordinance **25-050**

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*)

Passed “Aye”: West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto and Ratchford
 “Nay”: None
 Absent: None

Approved by the Honorable Mayor on June 3, 2025 and is known as Ordinance **25-051**

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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BILLS FOR INTRODUCTION

The following Council Bills were Introduced.

BILL 13986

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO DESIGNATED WARDS OF THE CITY BEING PETITIONED FOR ANNEXATION BY CRG CUMULUS, LLC, APPROXIMATELY 144.25 ACRES OF LAND OVERALL ON EHLMANN ROAD AND HAYFORD ROAD, GENERALLY LOCATED ON THE NORTH AND SOUTH SIDES OF STATE HIGHWAY 370 AND BETWEEN HUSTER ROAD AND HARRY S. TRUMAN BOULEVARD (*SPONSORS: JUSTIN FOUST AND MICHAEL GALBA*)

BILL 13987

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICTS "I-1" LIGHT INDUSTRIAL DISTRICT AND "I-1/WHP" LIGHT INDUSTRIAL DISTRICT WITHIN THE WELLHEAD PROTECTION DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICTS "A" AGRICULTURAL DISTRICT AND "I1" LIGHT INDUSTRIAL DISTRICT, AN APPROXIMATE 144.25 ACRES OVERALL OF LAND ON EHLMANN ROAD AND HAYFORD ROAD, GENERALLY LOCATED ON THE NORTH AND SOUTH SIDES OF STATE HIGHWAY 370 AND BETWEEN HUSTER ROAD AND HARRY S. TRUMAN BOULEVARD (*SPONSORS: JUSTIN FOUST AND MICHAEL GALBA*)

ITEMS FOR COUNCIL ACTION

Announcement of Council Line of Succession (*RCA Attached*)

A motion was made by VINCE RATCHFORD to receive the Announcement of Council Line of Succession. MARK HOLLANDER seconded the motion. A roll call vote was taken with the

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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following results: "Aye": Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford and West "Nay": None. Absent: None. Motion passed.

File #49394

The Regular Council Meeting was adjourned at 8:53 p.m.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
June 3, 2025

On Tuesday, June 3, 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, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

- A. Case No. CU-2025-08 (Eric Peters – Upshot Coffee) An application for a Conditional Use Permit per §400.210(C)(1)(a) for Liquor Sales associated with a coffee shop/restaurant use within “C-1/EHP” Neighborhood Business District within the Extended Historic Preservation District located at 816 N. Kingshighway Street. The subject property is located in Ward 1. ***(RCA Attached)***

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

Brian Witten, 1216 N. Fifth Street, spoke in favor of CU-2025-08.

Jordan Baubr, 5 Edgewood Drive, spoke in favor of CU-2025-08.

Laura Diel, 728 N. 7th Street, spoke against CU-2025-08.

Craig McColl, 728 N. 7th Street, spoke against CU-2025-08.

Bridget Willis, 810 N. 7th Street, spoke against CU-2025-08.

Kate Burch, 724 N. 7th Street, spoke against CU-2025-08.

There being no further public comments, a motion was made by BILL OTTO to close the public hearing and approve the conditional use permit per §400.210(C)(1)(a) for Liquor Sales associated with a coffee shop/restaurant use within “C-1/EHP” Neighborhood Business District within the Extended Historic Preservation District located at 816 N. Kingshighway Street with the following conditions:

1. This conditional use permit for liquor sales associated with a restaurant use is

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issued to the applicant (Eric Peters) and business (Upshot Coffee) only for the property located at 816 N. Kingshighway Street and is not transferable to another location and/or tenant/business.

2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.

3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted coffee shop/restaurant use.

4. 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.

5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of the Conditional Use.

6. The business shall cease operations no later than 8:00 p.m.

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

Abstain File # 49362

B. Case No. LL-2025-8 Approval of Liquor License Application for Eric Peters d/b/a Upshot Coffee located at 816 N. Kingshighway. *(Ward 1) (RCA Attached)*

Laura Diel, 728 N. 7th Street, spoke against LL-2025-8.

Craig McColl, 728 N. 7th Street, spoke against LL-2025-8.

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Bridget Willis, 810 N. 7th Street, spoke against LL-2025-8.

Kate Burch, 724 N. 7th Street, spoke against LL-2025-8.

Arnie C. AC Dienhoff spoke relative to LL-2025-8.

There being no further public comments, a motion was made by BILL OTTO to close the public hearing and approve the liquor license as presented by staff. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: “Aye”: None. “Nay”: Gould, Haberstroh, Mitchell, Otto, Ratchford, West, Foust, and Galba. Abstain: M. Hollander, S. Hollander. Absent: None. Motion failed.

Abstain File # 49362

- C. Case No. CU-2025-09 (Cory King and Bill Barnes – Side Project Brewing) An application for a Conditional Use Permit per §400.210(C)(1)(a) for Liquor License Sales and §400.290(C)(6) and a Microbrewery use with the “FD/FPD” Frenchtown District within the Frenchtown Preservation District located at 1001 and 1005 N. Second Street. The subject property is located in Ward 1. ***(RCA Attached)***

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

Arnie C. AC Dienhoff spoke relative to CU-2025-09.

Bill Barnes – Applicant, 21 Georgian Acres, spoke in favor of CU-2029-09.

There being no further public comments, a motion was made by BILL OTTO to close the public hearing and approve the conditional use permit per § 400.210(C)(1)(a) for Liquor License Sales and §400.290(C)(6) and a Microbrewery use with the “FD/FPD” Frenchtown District within the Frenchtown Preservation District located at 1001 and 1005 N. Second Street with the following conditions:

1. This conditional use permit for liquor sales associated with a restaurant use is issued to the applicant (Cory King and Bill Barnes) and business (Side Project

PUBLIC HEARING
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Brewing) only for the property located at 1001 and 1005 N 2nd Street and is not transferable to another location and/or tenant/business.

2. Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
4. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.
5. Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of the approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

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

- D. Case No. LL-2025-9 Approval of Liquor License Application for Cory King d/b/a Side Project Brewing located at 1001-1005 N. Second St. (***Ward 1***) (***RCA Attached***)

There being no public comments, a motion was made by BILL OTTO to close the public hearing and approve the liquor license as presented by staff. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: M. Hollander, S. Hollander, Mitchell, Otto,

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Ratchford, West, Foust, Galba, Gould, and Haberstroh. “Nay”: None. Absent: None. Motion passed

- E. Case No. CU-2024-13 (Hung Ung – Viet Pho) An application to amend a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with the expansion of a restaurant use within “C-3/WHPD” Highway Business District within the Wellhead Protection District located at 3128 Elm Point Industrial Dr. The subject property is located in Ward 7. ***(RCA Attached)***

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

Arnie C. AC Dienoff spoke relative to CU-2024-13.

Cindy Bul spoke in favor of CU-2025-13.

There being no further public comments, a motion was made by BRIAN GOULD to close the public hearing and approve the conditional use permit per § 400.220(C)(1)(a) for Liquor Sales associated with the expansion of a restaurant use within “C-3/WHPD” Highway Business District within the Wellhead Protection District located at 3128 Elm Point Industrial Dr. with the following conditions:

1. This conditional use permit for liquor sales and expanded restaurant space is issued to the applicant (Hung Ung) and business (Viet Pho) only for the property located at 3132 Elm Point Industrial Drive only and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license is required prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted restaurant use.

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4. 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.

5. Violations of Chapter 600 dealing with Liquor/ Alcoholic Beverages may be grounds for revocation of this Conditional Use.

6. The business shall comply with all provisions of the City's Sign Code, including regulations for temporary signage. Non-compliance may be grounds for revocation of this Conditional Use.

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

Abstain File #49362

- F. Case No. CU-2023-64 (Gwen Keen – QuikTrip Corporation) An application for a Conditional Use Permit per §400.220(C)(1)(a) for in-vehicle service, more specifically for the redevelopment of an existing automobile service station. The property is zoned C-2/EHP General Business District within the Extended Historic Preservation District located at 225 N. Kingshighway Street. The subject property is located in Ward 9. ***(RCA Attached)***

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

There being no public comments, a motion was made by BART HABERSTROH to close the public hearing and approve the conditional use permit per §400.220(C)(1)(a) for in-vehicle service, more specifically for the redevelopment of an existing automobile service station. The property is zoned C-2/EHP General Business District within the Extended Historic Preservation District located at 225 N.

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Kingshighway with the following condition:

1. This Conditional Use Permit for in-vehicle service is issued to the QuikTrip Corporation only for 225 N. Kingshighway St and *is* not transferable to another location and/or applicant/tenant/business.

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

- G. Case No. Z-2025-04 (CRG Cumulus, LLC) An application to establish zoning for an overall 144.25-acres (more or less) from St. Charles County “A” Agricultural District & “I1” Light Industrial to the City of St. Charles “I-1” Light Industrial District & “I-1/WHP” Light Industrial District, within the Wellhead Protection District. Subject properties are generally located on the north and south sides of Hwy 370, between Huster Rd & Harry S Truman Blvd (***Council Bill 13987***)

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

Joe Hatzfeld, Kimley-Horn, 7300 College Blvd., Overland Park, KS, spoke in favor of Z-2025-04. Andrew Gribble, Kimley-Horn, 7300 College Blvd., Overland Park, KS, spoke in favor of Z-2025-04.

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

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
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The Public Hearing adjourned at 8:30 p.m. and the Regular Session continued with the order of business.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
June 3, 2025**

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, June 3, 2025, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

Closed Session

A motion was made by DENISE MITCHELL to adjourn into closed session pursuant to RSMo 610.021(1), RSMo 610.021(3), RSMo 610.021(12) and RSMo 610.021(13), as amended. BILL OTTO seconded the motion. A roll call vote was taken with the following results: “Aye”: Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, and Foust. “Nay”: None. Absent: None. Motion passed.

The closed portion of the Council Work Session adjourned at 6:56 p.m.

DENISE MITCHELL made a motion to adjourn the open portion of the Council Work Session. BILL OTTO seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

AGENDA
COUNCIL WORK SESSION
OF THE CITY OF SAINT CHARLES, MISSOURI
CONFERENCE ROOM A - 4TH FLOOR - CITY HALL - 200 N. SECOND STREET
Tuesday, June 17, 2025
6:00 p.m.

1. Roll Call
2. Closed Session, relative to:
 - A. Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its attorneys (RSMo 610.021.(1))
 - B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021.(2))
 - C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021.(3))
 - D. 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))
 - F. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021 (13))
 - G. Confidential or privileged communications between a public governmental body and its auditor (RSMo 610.021(17))

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
June 17, 2025**

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, June 17, 2025, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

Closed Session

A motion was made by MARK HOLLANDER to adjourn into closed session pursuant to RSMo 610.021(17), as amended. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, and Foust. “Nay”: None. Absent: None. Motion passed.

The closed portion of the Council Work Session adjourned at 6:27 p.m.

MARK HOLLANDER made a motion to adjourn the open portion of the Council Work Session. JUSTIN FOUST seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
June 17, 2025

On Tuesday, June 17, 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, Bill Otto, Vince Ratchford and Mary West. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

- A. Case No. TA-2025-05. (City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances specifically to repeal and replace the Sign Code (Article XVI) as well as update other sections to the City Code concerning a new Sign Code (***Council Bill 13990***)

Director Zachary Tusinger provided an overview of the application.

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”: Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba and Gould. “Nay”: None. Absent: None. Motion passed.

The Public Hearing adjourned at 7:14 p.m. and the Regular Session continued with the order of business.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, May 8, 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
Melissa Hollander
Alyssa Houska
Keith Lutz
Adam Tritz

Staff Members Present:

Jessica Ferguson, Business Development Coordinator
Lawrence Perney, Assistant Administrator
Taylor Moore, Historic Preservation Planner
Madelyn Brown, Planner
Beth Norviel, Special Events/Communications Director
Johnathan Silver, Engineer
John Boyer, Asst. Dir. of Community Development
Elizabeth Phelps, Asst. Dir. of Tourism

ABSENT: Bill Otto, Brandon Runk

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

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

Approval of Minutes –Keith Lutz made a motion to approve the April 10, 2025 Minutes. Alyssa Houska seconded the motion. All in favor (6-0).

Budget – Alyssa Houska made a motion to approve the budget. Adam Tritz seconded the motion. All in favor (6-0).

Update from City Staff – Beth Norviel, Director of Special Events/Communications, discussed branding, signage, and banners. Elizabeth Phelps, Asst. Director of Tourism, gave an update on upcoming events and tourism efforts. Jonathan Silver, Engineer, discussed engineering projects.

Fund Raising – Chris Kyle discussed options with the board.

Welcome Gifts – Board discussed welcome gifts for new businesses.

Event Support – Board discussed event support.


Old Business – Discussion on flowers and meeting start time.

New Business – None

Report from City Council Liaison – None.

Other Information from Staff – Next meeting will be held June 10.

Adjournment – Jeff Sams made the motion to adjourn at 5:46pm. Adam Tritz seconded the motion. All in favor (6-0).


Chris Kyle, Chair
Acting chair

JULIUS KEITH LUTZ

6/12/25
Date

CITY OF ST. CHARLES, MISSOURI
AUDIT COMMITTEE MEETING MINUTES
TUESDAY, JANUARY 14, 2025 @ 4:00 pm
CITY HALL @ 200 N. SECOND STREET - CONFERENCE ROOM B – 4th FLOOR

1. Roll Call: Bart Haberstroh, Michelle Graham, Matt Johannesman, Luanne Cundiff

Others: Jennifer O'Connor, Jessica Steffen, Larry Dobrosky, Michael Cullen, William Hantack, Rick Gratza (KEB), Allison Weems (KEB)

Ms. Graham opened the meeting @ 4:02pm:

2. Discuss Agenda

- All is OK.

3. Approval of the regular minutes of 11/19/2024 meeting

- Motion by Matt Johannesman
- 2nd by Michelle Graham
- All approved (voice vote)

4. Meet with Kerber, Eck & Braeckel (KEB) – presentation of year-end 2024 Audit Plan including Discussed Sole Source Vendors and new GASB 101 Compensated Absences

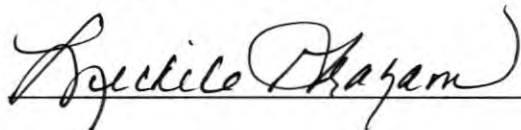
5. Establish next meeting date

- Mid-June

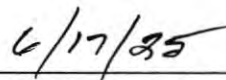
6. Closed Session

- None needed per Committee members

Meeting adjourned @ 04:29pm.



Michele Graham, Chairman



Date

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
February 12, 2025

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

Board Sandy Bichel, Tim Glosier, Larry Muench, Mike Ryan, Brian Scheidegger, TJ Slattery, Anna Shy and Anne Zerr were present. Kathy Mudrovic and Council Liaison Mary West were absent.

Staff Maralee Britton – Director.
Mike Wilkins – Chief Park Ranger, Don Borgmeyer – Enterprise Superintendent.

Others Mayor Dan Borgmeyer, Holly Magdziarz - Assistant City Attorney, D. Todd Reineke.

3. **Pledge of Allegiance**

4. **Verbal Petitions/Public Comments and Response:**

Mr. Reineke was informed by Board President Bichel that he had 3 minutes to discuss his topic during the Public Comment section. This is an opportunity for the public to address the Board and the Board cannot comment.

Mr. Reineke referred to the documents that he had provided to the Board in their packet. He highlighted the 2017 bonds in which the Soccer Park was used as collateral. Mr. Reineke expressed his concern whether Invesco would collaborate with soccer groups.

The Board thanked Mr. Reineke for his comments.

5. **Staff Reports/Presentations:** None

6. **Items for Discussion and/or Action-**

A. **Resolution #1, 2025; Request to Declare Surplus Asset***

Slattery made a motion to approve the resolution; seconded by Zerr. Motion Passed.

B. **Contract with Perales White LLC DBA Bazan Painting to complete the Wapelhorst Aquatic Facility Painting Project in an amount not to exceed \$99,485***

Scheidegger made a motion to approve the contract; seconded by Muench. Motion Passed.

- C. Change Order #1 to contract with Vandalia Bus Lines adding \$7,000 in transportation costs for Christmas in Branson trip in 2025 for a new contract amount of \$33,885***

Zerr made a motion to approve the change order; seconded by Shy. Motion Passed.

- D. Consideration to Write Off Uncollected Debt of \$8 for 2024***

Scheidegger made a motion to approve the debt write off; seconded by Glosier. Motion Passed.

- E. Consideration of Revisions to the Athletic Facility League and Tournament Policy***

Muench made a motion to approve the revised policy; seconded by Scheidegger. Motion Passed.

- F. Consideration of Revisions to the Professional Organization Participation Policy***

Zerr made a motion to approve the revised policy; seconded by Scheidegger. Motion Passed.

- G. Consideration of Revisions to Use of the Department Bus***

Glosier made a motion to approve the revised policy; seconded by Ryan. Motion Passed.

7. Meeting Minutes:

- A. Parks & Recreation Board Meeting Minutes January 15, 2024*
- B. Parks & Recreation Work Session Meeting Minutes February 5, 2024*

Ryan made a motion to approve the meeting minutes as presented; seconded by Zerr. motion passed.

- C. Parks & Recreation Closed Session Meeting Minutes December 18, 2024**

Scheidegger made a motion to approve the minutes; seconded by Shy.

Roll Call Vote:

Bichel, aye; Glosier, abstain; Mudrovic, absent; Muench, aye; Ryan, aye; Scheidegger, aye; Shy, aye, Slattery, abstain; Zerr, aye. Motion passed.

D. Parks & Recreation Closed Session Meeting Minutes December 30, 2024**

Slattery made a motion to approve the minutes; seconded by Muench.

Roll Call Vote:

Bichel, aye; Glosier, aye; Mudrovic, absent; Muench, aye; Ryan, aye; Scheidegger, abstain; Shy, aye, Slattery, aye; Zerr, aye. Motion passed.

E. Parks & Recreation Closed Session Meeting Minutes January 15, 2025**

Muench made a motion to approve the minutes; seconded by Ryan.

Roll Call Vote:

Bichel, aye; Glosier, aye; Mudrovic, absent; Muench, aye; Ryan, aye; Scheidegger, aye; Shy, aye, Slattery, aye; Zerr, aye. Motion passed.

8. Consent Agenda (Items to be received):

The Consent Agenda was then addressed, which included the following:

- A. Calendar
- B. Financial Worksheets and Project Report
- C. Accounts Receivable Report
- D. Financial Transactions from \$10,000 to \$15,000- None
- E. Oak Grove Cemetery Report

Slattery made a motion to accept the consent agenda; Seconded by Zerr. Motion passed.

9. Items Removed from the Consent Agenda:

None.

10. Presidents Announcements and Reminders:

President Bichel reminded the Members the Missouri Parks and Recreation Association Conference was next week in Branson.

11. Directors Report:

- A. Thank You's (As Available)
- B. General Department Update- None

12. Board Member Announcements and Reminders: None

13. **Council Liaison Announcements and Reminders:** None

14. **Park Board Liaisons Comments**

A. Foundation Report: Board has adopted a new Endowment Policy and revised By-Laws.

B. Legislative Report: None

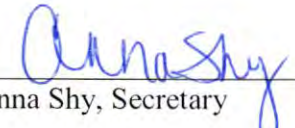
As there was no further business to discuss Ryan moved for **Adjournment** at 6:24 pm; Seconded by Glosier. The motion passed.

Meeting: February 12, 2025

Respectfully Submitted,



Sandy Bichel, President



Anna Shy, Secretary

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
APRIL 16, 2025

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

Board Sandy Bichel, Larry Muench, Anne Zerr, Brian Scheidegger, Tim Glosier, Anna Shy, TJ Slattery and Council Liaison Mary West were present. Kathy Mudrovic and Mike Ryan were absent.

Staff Maralee Britton - Director, Chris Atkinson – Assistant Director.
Don Borgmeyer – Enterprise Superintendent,
Peter VanLinn – Maintenance Superintendent.

Others Mayor Dan Borgmeyer, Holly Magdziarz - Acting City Attorney, D. Todd Reineke.

3. **Pledge of Allegiance**

4. **Verbal Petitions/Public Comments and Response:**

Mr. Reineke referred to the documents that he had provided to the Park Board in their packet. He presented estimated visitor/user numbers for 2024 for the complex.

The Board thanked Mr. Reineke for his comments.

5. **Staff Reports/Presentations:** None

6. **Items for Discussion and/or Action-**

A. **Contract with Byrne & Jones to complete the Wapelhorst Park Field Improvement Project in an amount not to exceed \$1,765,000.00***

Following the Boards direction at their April 2nd, 2025 meeting Atkinson brought the artificial turf install project before the board for discussion and approval. The contract involves the removal of the existing dirt infields and replacing them with artificial turf infields. In addition to the infields there would also be improvements to the facility fencing, dug outs, concrete sidewalk connectors and plaza expansions. Pending Board approval, the project would start on August 1st, 2025 and be completed by December 31st, 2025.

Scheidegger made a motion to approve the contract; seconded by Zerr. Motion Passed.

B. Contract with McConnel & Associates to complete the McNair Park Basketball Court Repainting Project in an amount not to exceed \$23,778.00*

Atkinson presented the contract for repairing and repainting the basketball court in McNair Park.

Glosier made a motion to approve the contract; seconded by Zerr. Motion Passed.

C. Contract with Navigate Building Solutions to provide construction management for the 97 Acre – Option 2 Construction project in an amount not to exceed \$262,000.00*

Atkinson presented the contract for hiring Navigate Building Solutions to assist the Department with project management/owner's representative during Phase 1 of the 97 acre park development.

Shy made a motion to approve the contract; seconded by Glosier. Motion Passed.

D. Consideration of Budget Amendment #2, 2025*

Britton presented the BA#2. This would move \$2,000,000 that is undesignated from the Prop P Sales Tax and move it into the 97 Acre Recreation Site Development Project.

Zerr made a motion to approve the budget amendment; seconded by Scheidegger. Motion Passed.

E. Contract with Kimberly J. Mathis, Esq., LLC for legal services not to exceed \$30,000*

Bichel requested that this item be tabled.

F. Discussion of the 97 Acre Recreational Site

Britton presented the timeline for the development of Phase 1 of the 97 acre park development. Design Documents will be finalized in 2025. Bidding and construction would be completed in 2026.

A joint meeting with City Council was discussed.

7. **Meeting Minutes:**

- A. Parks & Recreation Board Meeting Minutes March 19, 2025*
- B. Parks & Recreation Board Work Session Meeting Minutes April 2, 2025*

Slattery made a motion to approve the meeting minutes; seconded by Muench. The motion passed.

8. **Consent Agenda (Items to be received):**

The Consent Agenda was then addressed, which included the following:

- A. Calendar
- B. Financial Worksheets and Project Report
- C. Accounts Receivable Report
- D. Financial Transactions from \$10,000 to \$15,000- None
- E. Oak Grove Cemetery Report

Slattery made a motion to approve the consent agenda; Seconded by Muench. The motion passed.

9. **Items Removed from the Consent Agenda:** None

10. **Presidents Announcements and Reminders:** None

11. **Directors Report:**

A. Thank You's (As Available)

B. 1st Quarter Report 2025

C. General Department Update

Britton highlighted the new quarterly report that staff will be using. It clearly provides relevant information in an updated format.

Britton also updated the Board that staff are working with St. Charles County/State of Missouri on possible funding sources to repair/replace the boat ramp located in DuSable Park.

12. **Board Member Announcements and Reminders:** None

13. **Council Liaison Announcements and Reminders:**

Councilperson West said that meetings are still continuing on the development of Pundmann Nature Park.

14. **Park Board Liaisons Comments**

A. Foundation Report: None

B. Legislative Report: None

At 6:50 pm Zerr Made a Motion to go into Closed Session to discuss;

A. Legal actions, causes of action, or litigation. (RSMo 610.021.1)

Seconded by Shy.

Roll Call: Sandy Bichel – Yes, Tim Glosier - Yes,– Kathy Mudrovic - Absent, Larry Muench - Yes, Mike Ryan – Absent, Brian Scheidegger - Yes, Anna Shy – Yes, TJ Slattery - Yes, Anne Zerr – Yes. Motion passed.

At 7:42 pm Muench Made A Motion to come out of Closed Session. Seconded by Scheidegger.

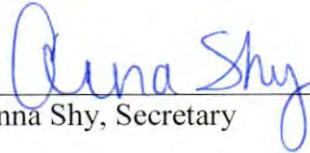
Roll Call: Sandy Bichel – Yes, Tim Glosier - Yes,– Kathy Mudrovic - Absent, Larry Muench - Yes, Mike Ryan – Absent, Brian Scheidegger - Yes, Anna Shy – Yes, TJ Slattery - Yes, Anne Zerr – Yes. Motion passed.

As there was no further business to discuss Shy moved for **Adjournment** at 7:43 pm; Seconded by Scheidegger. The motion passed.

Meeting: April 16, 2025

Respectfully Submitted,


Sandy Bichel, President


Anna Shy, Secretary

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
May 7th, 2025

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

Board Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, Mike Ryan were present. Anna Shy, TJ Slattery, Brian Scheidegger, Anne Zerr and Council Liaison Mary West were absent.

Staff Chris Atkinson- Assistant Director, Mike Wilkins – Chief Ranger

Other Holly Magdziarz – Interim City Attorney
Mayor Dan Borgmeyer

3. Pledge of Allegiance

4. Discussion and Consideration of the Parks and Recreation Capital Improvements Plan 2026 – 2031*

Atkinson presented to the Board the 2026 – 2031 Capital Improvements Plan (CIP). This plan lays out the next 6 years of Capital Projects for the Department with the mostly immediate year (2026) being better defined. This plan includes both capital costs for ongoing maintenance of the parks property and amenities and also includes new projects that would add to the Parks system. The CIP is funded through four (4) different funding sources. Property Taxes and Replacement Fund (217). Metro Parks Fund (216) and Prop P – P Sales Tax (417). On average the CIP Plan including the Debt Service for the Prop P – 2017 COPS Bond is approximately \$3,000,000 per year.

In 2026 the main projects are:

Continued investment/payments for the 97 acre recreation site development.

Funds for the possible boat ramp upgrades.

Funds for Rau Garden storm water issues.

Administration van replacement.

Ryan made a motion to approve the 2026-2031 Capital Improvements Plan; Seconded by Mudrovic.

5. **Discussion and Consideration of the Oak Grove Cemetery Capital Improvements Plan 2026 – 2031***

Atkinson presented to the Board the 2026 – 2031 Capital Improvements Plan (CIP) for Oak Grove Cemetery. This plan lays out the next 6 years of Capital Projects for the Cemetery with the mostly immediate year (2026) being better defined. These funds are from the General Fund. The Cemetery CIP Plan includes equipment replacement (mowers, vehicles, back hoe etc.) and also includes small Capital projects like Monument Refurbishing (every 5 years), Road Sealing (every 8 years).

In 2026 a request has been made to include \$31,000 for the purchase of a GIS based records management system that will benefit staff but also be an accessible tool for the public to utilize for historical purposes or purchasing plots.

Glosier made a motion to recommend to the City Council the 2026-2031 Capital Improvements Plan; Seconded by Mudrovic.

6. **Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)**

Muench – Good.

Ryan – Good

Glosier – Good.

Mudrovic – Good.

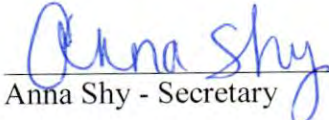
Bichel – Good.

As there was no further business to discuss Glosier moved for **Adjournment** at 6:24 pm; Seconded by Mudrovic. Motion passed.

Meeting: April 2nd, 2025

Respectfully Submitted,


Sandy Bichel - President


Anna Shy - Secretary

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
June 4th, 2025

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

Board Sandy Bichel, Tim Glosier, Kathy Mudrovic, Mike Ryan, Anna Shy, TJ Slattery, Anne Zerr and Council Liaison Mary West were present.
Larry Muench and Brian Scheidegger were absent.

Staff Maralee Britton – Director, Chris Atkinson- Assistant Director, Mike Wilkins – Chief Ranger, Don Borgmeyer – Enterprise Superintendent, Peter VanLinn – Maintenance Superintendent.

Other Holly Magdziarz – City Attorney (Arrived at 6:10pm)

3. Pledge of Allegiance

4. Discussion of the Recreational Site Development

Britton presented the memo and started the discussion on possibly coming up with a name for the 97 acre recreational site/future park. Britton provided some guidelines and principles that have been used and are used when naming a park. These included: Parks purpose, history, heritage, location, uniqueness etc. Britton also provided a full list of all Park Board Members who have served dating back to 1922. Several Parks and amenities in the parks system have been named after long serving board members.

Board members and staff made numerous suggestions.

Some themes, words or names that kept coming up:

Generations, Legacy, 2 Rivers, Prairie, North Side, Little Hills, San Carlos, Pioneer, Expedition.

President Bichel asked that all Board Members think about the name before the next scheduled meeting and email Britton with their top 5 suggestions. Further discussion will be held at a future meeting.

5. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)

Shy – Good.

Ryan – Good. Announced that he has submitted his resignation from the Park Board to Mayor Borgmeyer. June 18th, 2025 will be his last meeting. The other Board Members thanked Ryan for his 13+ years of service to the City of St. Charles

Glosier – Good.

Mudrovic – Good.

Bichel – Good. Thanked staff for the condition of the ball fields in difficult weather.

Zerr – Good.

Slattery – Asked about possibly replacing the temporary pickleball nets on the courts. They have been in use for several years and are starting to show wear and tear. Staff will investigate options.

Council Liaison West announced that Holly Magdziarz has not been appointed as the permanent City Attorney. The Board congratulated Magdziarz.

West also asked for some more Pundmann Nature Park fundraising brochures. Staff will print and provide more.

At 7:05 pm Mudrovic Made a Motion to go into Closed Session to discuss;

A. Legal actions, causes of action, or litigation. (RSMo 610.021.1)

Seconded by Shy.

Roll Call: Sandy Bichel – Yes, Tim Glosier - Yes,– Kathy Mudrovic - Yes, Larry Muench - Absent, Mike Ryan – Yes, Brian Scheidegger - Absent, Anna Shy – Yes, TJ Slattery - Yes, Anne Zerr – Yes. Motion passed.

At 7:44 pm Ryan Made A Motion to come out of Closed Session. Seconded by Zerr.

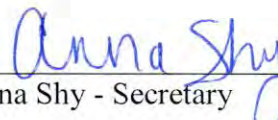
Roll Call: Sandy Bichel – Yes, Tim Glosier - Yes,– Kathy Mudrovic - Yes, Larry Muench - Absent, Mike Ryan – Yes, Brian Scheidegger - Absent, Anna Shy – Yes, TJ Slattery - Yes, Anne Zerr – Yes. Motion passed.

As there was no further business to discuss Ryan moved for **Adjournment** at 7:45 pm; Seconded by Zerr. Motion passed.

Meeting: June 4th, 2025

Respectfully Submitted,


Sandy Bichel - President


Anna Shy - Secretary

LANDMARKS BOARD - MINUTES
May 19, 2025
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Steve Martin, Chair
Jill Ryan, Vice Chair
Michelle Beucke
Dave Settle
John Donnelly
Christi Tennyson
Denise Mitchell, Council Liaison

STAFF PRESENT

Taylor Moore, Preservation Planner
John Boyer, Assistant Director of CD
Zach Tusinger, Director of CD

Absent: Tom Smith

On Monday, May 19, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. Call to order and the roll.

The meeting was called to order by Steve Martin at 6p.m. Taylor Moore called the roll.

2. Pledge of Allegiance.

3. Consent Agenda

(A) Case No. EC-2025-020 130 Water Street. Joseph & Linda Brewer. The applicant is requesting approval to replace the front porch on the dwelling [Extended Historic Preservation District, Ward 2].

(B) Case No. EC-2025-022 340 North Main Street. Paul Bishop. The applicant is requesting approval to install new siding on the dwelling [Historic Downtown District, Ward 1].

This item was removed.

Michelle Beucke made a motion to approve the remaining balance of the consent agenda, Jill Ryan seconded the motion. All were in favor (7-0).

4. Removed Consent Items

(A) Case No. EC-2025-022 340 North Main Street. Paul Bishop. The applicant is requesting approval to install new siding on the dwelling [Historic Downtown District, Ward 1].

Paul Bishop was present to answer questions for the Board. Michelle Beucke made a motion to approve the remaining balance of the consent agenda, Denise Mitchell seconded the motion. All were in favor (7-0).

5. Sign Permit Applications

(A) Sign Permit No. 2025-1961 910 Jefferson Street. Tina Meier. The applicant is requesting approval to install a freestanding sign for the business "The Megan Meier Foundation" [Extended Historic Preservation District, Ward 2].

Tina Meier was present to answer questions for the Board. Denise Mitchell made motion to approve the sign application, Dave Settle seconded the motion. All were in favor (7-0).

6. Structure Review

- (A) Case No. EC-2025-021 301-305 South Main Street. Darren Stross. The applicant is requesting approval to make several exterior alterations to the property and construct a rear addition [South Main Preservation District, Ward 2].

Darren Stross was present to answer questions for the Board. Denise Mitchell made motion to approve the application, John Donnelly seconded the motion. All were in favor (7-0).

- (B) Case No. EC-2025-023 735 Washington Street. Adriana Perrone. The applicant is requesting approval to install a new fence and construct a new deck on the property [Extended Historic Preservation District, Ward 2].

Adriana Perrone was present to answer questions for the Board. Michelle Beucke made a motion to approve the application. Jill Ryan seconded the motion. All were in favor (7-0).

- (C) Case No. SP-2025-004 1001-1005 North 2nd Street. Bill Barnes & Cory King. The applicants are requesting approval for a site plan for Side Project Brewing [Frenchtown Preservation District, Ward 1].

Cory King & Architect, Gabe McKee were present to answer questions for the Board. Christi Tennyson made a motion to approve the site plan. Denise Mitchell seconded the motion. All were in favor (7-0).

Michelle Beucke made a motion to find the north addition of the property historically significant, Denise Mitchell seconded the motion. None were in favor, all were opposed (7-0). The addition was found not historically significant and able to be removed.

7. Announcements/Reports from Officers –

- Taylor Moore & Denise Mitchell informed the Board the Landmarks Awards will be received at the May 20, 2025 City Council Meeting.

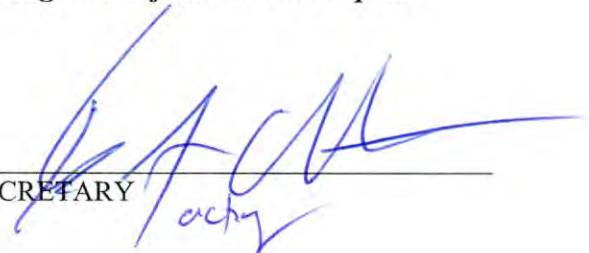
8. Staff Report – Ed Akers, Communications Manager, presented the Board the design and locations of proposed electronic entry signs.

9. Approval of April 21, 2025 Meeting Minutes - Michelle Beucke made a motion to approve the minutes, Jill Ryan seconded the motion. Five were in favor, 0 opposed, 2 abstained (5-0-2).

10. Adjournment

Denise Mitchell made a motion to adjourn, Michelle Beucke seconded. All were in favor (7-0). The meeting was adjourned at 6:22p.m.

SECRETARY



DATE

06/16/2025

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended May 2025.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Page 1-2, Financial Overview for May 2025.

Page 3-5, Presentation of monthly investment report for the month of May 2025.

Page 6, Pursuant to Ordinance #11-09; requests for Intra-Departmental Transfer of Appropriations > \$10,000 for May 2025.

Page 7-8, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of May 2025.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JS Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. g

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 05/31/2025

General Fund	Amended Budget 2024		Audited Actual 2024		Amended Budget 2025		Unaudited Actual 2025		Difference	Notes
	Budget	% of Budget	Actual	% of Budget	Budget	% of Budget	Actual	% of Budget		
Revenue:										
Property Taxes	\$10,109,066	101%	\$10,163,168	101%	\$10,595,886	42%	\$4,499,633	42%	(\$6,096,253)	
Utility Taxes	\$9,984,018	85%	\$8,505,387	85%	\$8,438,857	41%	\$3,536,003	41%	(\$4,902,854)	
Sales Taxes	\$12,668,921	97%	\$12,279,031	97%	\$13,175,678	38%	\$5,029,095	38%	(\$8,146,583)	
Use Tax	\$4,000,000	170%	\$6,785,124	170%	\$7,744,331	41%	\$3,193,975	41%	(\$4,550,356)	
Other Tax Revenue	\$1,059,232	70%	\$741,585	70%	\$980,875	30%	\$297,998	30%	(\$682,877)	
Gaming Tax	\$7,246,085	100%	\$7,246,086	100%	\$7,068,546	40%	\$2,858,520	40%	(\$4,210,026)	
Licenses and Permits	\$2,625,727	89%	\$2,328,705	89%	\$2,326,320	54%	\$1,252,589	54%	(\$1,073,731)	
Fines and Fees	\$3,712,140	74%	\$2,758,142	74%	\$2,951,689	44%	\$1,284,814	44%	(\$1,666,875)	
Charges for Services	\$11,219,890	98%	\$11,035,114	98%	\$12,474,454	40%	\$4,964,625	40%	(\$7,509,829)	
Miscellaneous Revenue	\$765,671	95%	\$726,620	95%	\$895,069	48%	\$427,552	48%	(\$467,517)	
Interest	\$180,000	1042%	\$1,876,273	1042%	\$380,000	439%	\$1,667,366	439%	\$1,287,366	
Transfers In From Other Funds	\$1,000	100%	\$1,000	100%	\$1,000	0%	\$0	0%	(\$1,000)	
Sales of Fixed Assets	\$100,000	0%	\$82	0%	\$100,000	0%	\$0	0%	(\$100,000)	
Grants	\$1,655,501	90%	\$1,483,198	90%	\$955,557	7%	\$65,935	7%	(\$889,622)	
Total Revenue	\$65,327,251		\$65,929,516		\$68,088,262		\$29,078,105		(\$39,010,157)	
Expenditures:										
Personnel Services	\$46,459,307	99%	\$45,833,329	99%	\$51,316,712	41%	\$21,064,075	41%	(\$30,252,637)	
Professional/Purchased Services	\$11,981,342	91%	\$10,860,748	91%	\$13,461,830	39%	\$5,264,130	39%	(\$8,197,700)	
General/Operating Supplies	\$2,815,464	73%	\$2,060,438	73%	\$2,443,212	44%	\$1,070,399	44%	(\$1,372,813)	
Capital	\$4,476,000	47%	\$2,101,270	47%	\$2,551,750	43%	\$1,103,460	43%	(\$1,448,290)	
Transfers To Other Funds	\$0	0%	\$1,250,000	0%	\$0	0%	\$0	0%	\$0	
Total Expenditures	\$65,732,114		\$62,105,785		\$69,773,504		\$28,502,065		(\$41,271,439)	
Difference in Rev and Exp	(\$404,863)		\$3,823,731		(\$1,685,242)		\$576,040			
Fund Balance - beginning			\$19,710,306				\$23,534,037			
Fund Balance - ending			\$23,534,037				\$24,110,077			
Street Maintenance										
Revenue	\$10,163,973	105%	\$10,647,346	105%	\$10,823,884	32%	\$3,462,098	32%	(\$7,361,786)	
Expenses	\$14,737,133	73%	\$10,715,902	73%	\$15,163,819	33%	\$5,016,566	33%	(\$10,147,253)	
Difference in Rev and Exp	(\$4,573,160)		(\$68,556)		(\$4,339,935)		(\$1,554,468)		\$2,785,467	
Fund Balance - beginning			\$5,270,318				\$5,201,762			
Fund Balance - ending			\$5,201,762				\$3,647,294			

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 05/31/2025

	Amended Budget 2024	Audited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Park								
Revenue	\$9,458,121	\$12,540,209	133%	\$8,879,641	\$3,490,207	39%	(\$5,389,434)	
Expenses	\$9,649,185	\$8,998,656	93%	\$11,083,514	\$3,322,348	30%	(\$7,761,166)	
Difference in Rev and Exp	(\$191,064)	\$3,541,553		(\$2,203,873)	\$167,859		\$2,371,732	
Fund Balance - beginning		\$2,874,773			\$6,416,326			
Fund Balance - ending		\$6,416,326			\$6,584,185			
Tourism								
Revenue	\$5,721,671	\$5,957,583	104%	\$6,303,019	\$2,526,495	40%	(\$3,776,524)	
Expenses	\$6,044,900	\$5,632,255	93%	\$7,358,522	\$2,691,068	37%	(\$4,667,454)	
Difference in Rev and Exp	(\$323,229)	\$325,328		(\$1,055,503)	(\$164,573)		\$890,929	
Fund Balance - beginning		\$4,157,036			\$4,482,364			
Fund Balance - ending		\$4,482,364			\$4,317,791			
Waterworks								
Revenue: Operating	\$13,061,879	\$14,736,751	113%	\$16,330,070	\$6,090,635	37%	(\$10,239,435)	
Expenses: Operating	\$13,083,400	\$13,057,371	100%	\$14,008,964	\$4,138,817	30%	(\$9,870,146)	
Difference in Rev and Exp	(\$21,521)	\$1,679,380		\$2,321,106	\$1,951,818		(\$369,289)	
Fund Balance - beginning - unrestricted		\$5,806,586			\$7,485,966			
Fund Balance - ending - unrestricted		\$7,485,966			\$9,437,784			
Sanitary Sewer								
Revenue	\$24,083,808	\$18,291,068	76%	\$18,356,000	\$7,694,052	42%	(\$10,661,948)	
Expenses	\$22,979,908	\$17,431,710	76%	\$15,757,272	\$4,143,423	26%	(\$11,613,849)	
Difference in Rev and Exp	\$1,103,900	\$859,358		\$2,598,728	\$3,550,629		\$951,901	
Fund Balance - beginning - unrestricted		\$7,209,554			\$8,068,912			
Fund Balance - ending - unrestricted		\$8,068,912			\$11,619,541			
Gaming Revenue - All Funds:								
								Allocation
General	\$7,246,085	\$7,247,086	67%	\$7,068,546	\$2,858,520	67%	(\$4,210,026)	
Redevelopment	\$0	\$0	0%	\$0	\$0	0%	\$0	
Street Construction	\$0	\$0	0%	\$0	\$0	0%	\$0	
Major Facilities	\$0	\$0	0%	\$0	\$0	0%	\$0	
Capital Improvement	\$3,261,450	\$2,758,207	33%	\$3,544,064	\$1,433,219	33%	(\$2,110,845)	
Total Gaming Revenue	\$10,507,535	\$10,005,293	95%	\$10,612,610	\$4,291,739	40%	(\$6,320,871)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
5/31/2025**

Investment Pooled Investments:	Purchase	Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net	
												Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.
Cash and Cash Equivalents													
FSTGD	12/01/2024	11/30/2026	1,000,000.00	2.2500%	96.15	0.183%	14,367,138.00	-	100,356,000	14,367,138.00	4,185.00	48,133.32	
USTB	10/03/2024	10/02/2025	1,000,000.00	1.2500%	96.11	0.181%	961,528.06	-	92,260,000	961,528.06	24,514.06	18,104.44	
USTB			2,000,000.00		96.13		961,111.11	-	100,332,000	960,577.80	11,288.75	25,222.20	
			\$ 2,000,000.00		\$ 96.13		\$ 16,289,777.17	\$ -	\$ 192.18	\$ 16,288,931.36	\$ (845.81)	\$ 91,459.96	
Fixed Income Investments													
USTN - 91282C-LY-5	12/01/2024	11/30/2028	1,000,000.00	1.4500%	99.94	1.450%	999,375.00	-	100,356,000	1,003,560.00	4,185.00	21,366.12	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	1,000,000.00	1.4500%	89.81	1.450%	898,085.94	-	92,260,000	922,600.00	24,514.06	7,540.98	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.450%	992,031.25	-	100,332,000	1,003,320.00	11,288.75	18,461.53	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	99.00	1.450%	990,039.07	-	100,776,000	1,007,760.00	17,720.93	20,737.70	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	1,000,000.00	1.3875%	97.39	1.390%	973,906.25	-	100,008,000	1,000,080.00	26,173.75	19,480.87	
USTN - 91282C-HD-6	11/06/2023	05/31/2025	1,000,000.00	1.4250%	98.68	1.425%	986,796.88	-	100,000,000	1,000,000.00	13,203.12	21,250.00	
USTN - 91282C-HV-6	11/06/2023	08/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,640.63	-	100,139,000	1,001,390.00	(250.63)	12,635.86	
USTN - 91282C-JE-2	11/06/2023	10/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,562.50	-	100,248,000	1,002,460.00	897.50	4,347.82	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19	-	103,127,000	1,031,270.00	16,152.81	4,239.13	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.460%	994,882.81	-	100,846,000	1,008,460.00	13,577.19	2,136.54	
USTN - 91282C-JS-1	01/01/2024	12/31/2025	1,000,000.00	1.4250%	99.83	1.460%	998,281.25	-	99,984,000	999,840.00	1,558.75	17,845.30	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.500%	960,468.75	-	99,391,000	993,910.00	33,441.25	6,140.71	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.500%	976,601.56	-	100,768,000	1,007,680.00	31,078.44	6,875.00	
USTN - 91282C-KH-3	04/01/2024	03/31/2026	1,000,000.00	1.5000%	99.14	1.500%	991,406.25	-	100,247,000	1,002,470.00	7,622.95	7,622.95	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.500%	991,640.63	-	101,020,000	1,010,200.00	18,559.37	5,778.68	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.600%	984,804.69	-	98,299,000	982,990.00	(1,814.69)	5,928.96	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	1,000,000.00	3.5400%	99.20	3.540%	991,992.19	-	99,313,000	993,130.00	1,137.81	5,928.96	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63	-	99,989,000	999,890.00	(1,125.63)	4,976.09	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.900%	1,027,968.75	-	102,800,000	1,023,230.00	(4,738.75)	7,634.69	
			\$ 19,000,000.00		\$ 98.83		\$ 18,777,617.22	\$ -	\$ 1,899.90	\$ 18,994,240.00	\$ 216,622.78	\$ 201,127.89	
REPOS	05/31/2025	06/01/2025	0.00	0.0000%	100.000000	0.0000%	0.00	0.00	100,000,000	0.00	0.00	0.00	
OTHER (e)	05/01/2025	05/31/2025	0.00	0.0000%	100.000000	0.0000%	0.00	0.00	100,000,000	0.00	0.00	0.00	
Total			\$ 21,000,000.00		\$ 98.83		\$ 35,067,394.39	\$ -	\$ 35,283,171.36	\$ 215,776.97	\$ 292,567.85	\$ -	

Notes:
a Coupon on the overnight repurchase agreement varies; the purchase price of discount notes imputes a yield, and therefore a coupon is not applicable.
b The lower of YTC or YTM is used if a call date is applicable; the yield on REPOs is based on total interest earned on the average daily balance.
c Purchased Interest is the imputed interest covering the period between the previous interest payment date and the date of purchase.
d Net Current Month Accrued Interest consists of gross coupon interest +/- amortization of premium/discount for the month.
e "OTHER" represents activity for REPOs & other investments that were sold or matured during the month.

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY
 5/31/2025**

	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
<u>Investment Portfolio(Book Value):</u>			
Diversification Summary:			
U.S. Treasury Obligations	16,289,777.17	46%	100%
U.S. Government Agency Securities	18,777,617.22	54%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	35,067,394.39	100%	
Maturity Benchmarks:			
0 to 6 months	15,328,666.06	44%	
6 to 12 months	0.00	0%	
1 to 2 years	3,951,111.12	11%	
2 to 5 years	15,787,617.21	45%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	35,067,394.39	100%	
U.S. Treasury & Overnight Repurchase Agreements	16,289,777.17	47%	min 5%

Interest Earnings Recap:

		<u>Current Year</u>	<u>Prior Year</u>
Interest Income:			
Earned - Year-to-Date		558,218.00	1,537,274.00
Realized - Year-to-Date		-	-
Total Outstanding Portfolio at:	05/31	35,067,394.39	33,652,782.70
Weighted Average Rate of Return:			
Current Month		0.0000%	0.0000%
Year-to-Date		0.0000%	0.0000%

Budget to Actual

		<u>Current Year</u>	<u>Prior Year</u>
Budgeted		300,000	100,000
Actual - Realized		-	-
Actual - Sweep	05/31	899,651	-
Projected		-	-
		899,651	0
Variance - Over (Under) Budget		599,651	(100,000)

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY**

Collateral Coverage:

Total Commerce Deposits	\$30,000,000.00	
FDIC Coverage	<u>(250,000.00)</u>	
Deposit Amount Requiring Collateralization	\$29,750,000.00	
Collateralization Ratio	1.10	
Collateral Required	<u>\$32,725,000.00</u>	
Market Value of Collateral at: 05/31	33,764,836.01	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral	<u>34,014,836.01</u>	
Excess of Collateral over Deposits - Aggregate	<u>\$4,014,836.01</u>	113%

Investment Activity for the Month:

	Date of:					
<u>Investment</u>	<u>Purchase</u>	<u>Sale/Mat.</u>	<u>Coupon</u>	<u>Yield</u>	<u>Par Value</u>	<u>Purch. Price</u>

Purchases:

NONE

Maturities:

NONE

Sales/Calls:

NONE



Memorandum

To: Members of City Council

From: Finance

Date: July 1, 2025

Subject: May 2025 Over \$10K Transfers Report

The following budget transfers took place in May 2025:

- The Public Works Department transferred \$68,300.00 to Machinery & Equipment Vehicles for a new aerial truck.
- The Public Works Department transferred \$17,000.00 to Building Improvements to replace the cable on Elevator B in City Hall.



Memorandum

To: Members of City Council

From: Finance

Date: July 1, 2025

Subject: May 2025 Surplus Report

The following items were approved to be disposed of in May 2025 as surplus and/or abandoned property:

<u>Department</u>	<u>Items</u>	<u>Reason</u>
Information Technology	Monitor speakers (4) Peavey FMW-12, Loud speakers (2) Electro-Voice SX300, Video camera w/accessories (3) Panasonic AG-DVC7P, Sound reinforcement speakers (9) Electro-Voice EV8D 6.2, Surface Pro 7 (3) Microsoft, Surface Pro 7 w/case (2) Microsoft, MacBook Air (1) Apple, Laptop (1) Dell Latitude 5500, Laptop (1) Dell Latitude E5570, iPad Air 1st Gen (4) Apple A1475, Toughbook (1) Panasonic CF-318B-02VM, Desktop (1) Dell Optiplex 5080, Desktop (1) HP 280 G1 MT, Printer (1) Brother MFC-L8600CDW, Cinema Display 30" Monitors (3) Apple A1083, Camera HD Display Power Adapters (3) Apple A1098, Monitor 22" (1) Dell E2210F, Encoder (1) ViewCast Gostream 96-01258, Monitor (1) Dell P190SB	No longer needed to perform the duties of the department. Sell at online auction.
Fire	Inflatable rescue boat (1) Zodiac MK3 GR	Obsolete and not compatible with newer equipment. Donated to Florissant Valley Fire Protection District.



Police	Helmet for Mounted Patrol (2) Crown C-4, Motorcycle helmet (2) Bell	Expired. Destroyed.
Economic Development	Salon chairs (4)	Left behind at 1116 N 2nd St. Sell at online auction.
Police	Handheld portable radios (160) Motorola APX6000 M2, Handheld portable radio chargers (162) Motorola, Handheld portable radio batteries (89) Motorola, Empress multi charger (5) Motorola NNTN7064B	Obsolete and not compatible with newer equipment. Sold to private owner.

Contract # _____
(City Clerk will Assign)

**CONTRACT ROUTING SLIP
(PURPLE PAPER)
GRANT ACCEPTANCE
(SECTION 145.500)**

Requesting Department:	Community Development <input type="checkbox"/>	Department Contact:	Taylor Moore
Name of Grant:	Historical Preservation Fund (HPF)		
Grant Amount:	\$ 3,120.00		
New or Renewal:	New		
Amount Budgeted in Previous Year:	0		
Description/Purpose:	To provide 60% funding to offset the registration fees for Landmarks Board and Community Development staff to attend the Missouri Main Street Connection annual conference		
Account/s #:	001-090-019-733-036 Other Professional Services Historic Preservation		
Project #:	N.A.		

DS
Handwritten initials

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 <input type="checkbox"/>
All obligations of both parties are included in the contract:	Yes <input type="checkbox"/>
All required forms are current and attached:	Yes <input type="checkbox"/>

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: <small>DocuSigned by:</small> <i>Zachary Tusinger</i> <small>47526D6DD2024GE...</small>	Printed Name: Zachary Tusinger	Date: 6/18/2025
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ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	6/23/2025
Department of Law (for Legality only)	<small>Initial</small> H-EM	6/23/2025
Director of Finance (Funds Available)	<small>Initial</small> JS	6/24/2025
Director of Administration (Recommend Approval)	<small>Initial</small> (SD)	6/24/2025
City Council Approval on Consent Agenda		
Mayor (Signature Indicating Approval)		
City Clerk (Signature, Seal and Contract # Assigned)		

Legal has reviewed form of agreement: DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 07/01/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): Denise Mitchell

Description:

Acceptance of a Historic Preservation Fund Grant award in the amount of \$3,120.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City Council passed Resolution R25-004 on February 25, 2025, which authorized the application for grant funding in the amount of \$3,120. The City has been awarded grant funds in that amount. The funding shall defray approximately 60% of the total cost (of \$5,200) for the registration of seven (7) members of the Landmarks Board and six (6) members of the Community Development Department staff to attend the Missouri Main Street Connection conference which will be held on July 23 - 24, 2025. Attendance at the conference will provide opportunity for these members to share ideas with others in the field of historic preservation. The City is obligated to pay all costs in excess of \$3,120.

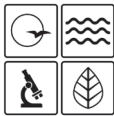
Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Fiscal Impact: 2,080.00 No

Account #: 001-090-019-733-036

Project #: N.A.

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



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION			
RECIPIENT NAME City of St. Charles		RECIPIENT TELEPHONE NUMBER WITH AREA CODE 636-949-3268	
ADDRESS 200 North Second Street	CITY St. Charles	STATE MO	ZIP CODE 63301
UNIQUE ENTITY ID H1D7QGADSJG8	AWARD NUMBER P23AF00890-12	BUDGET PERIOD 06/16/2025-08/31/2025	PROJECT PERIOD 06/16/2025-08/31/2025
RECIPIENT PROJECT MANAGER NAME Taylor Moore	RECIPIENT PROJECT EMAIL ADDRESS taylor.moore@stcharlescitymo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 636-949-3228	

PROJECT INFORMATION
RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) City of St. Charles: Public Official Attendance at the 2025 MMSC Conference- the total cost of this project is \$5,200.00. The maximum amount of the grant is \$3,120.00. The City of St. Charles has committed to paying all costs in excess of \$3,120.00. Attachment A: Scope, Purpose, and Description of Grant Activities Attachment B: Terms and Conditions (revised: 5/22/2025) Attachment C: Special Conditions

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 15.904	CFDA NAME Historic Preservation Fund Grants-In-Aid
STATE PROJECT MANAGER NAME Andrew Dial	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751-7958	INDIRECT COST RATE FOR RECIPIENT	

RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED
---	---

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 3,120.00	60.00 %	\$	0.00 %	\$ 3,120.00	60.00 %
State/Other Award:	\$ 2,080.00	40.00 %	\$	0.00 %	\$ 2,080.00	40.00 %
Recipient Match:	\$	0.00 %	\$	0.00 %	\$ 0.00	0.00 %
Total Award:	\$ 5,200.00	100.00 %	\$ 0.00	0.00 %	\$ 5,200.00	100.00 %

AGREEMENT ADMINISTRATION
 THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES National Historic Preservation Act, 36CFR61, RsMo253.408	APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 2/26/2025
BUDGET PLAN Attachment # A	DETAILED SCOPE OF WORK Attachment # A	SPECIAL CONDITIONS Attachment # B&C
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment # _____	CERTIFICATE REGARDING LOBBYING Attachment #
	GENERAL TERMS AND CONDITIONS Attachment # B&C	INVOICE Attachment #
	SUSPENSION/DEBARMENT Attachment # B	PUBLIC LAW Attachment #
	ADDITIONAL ATTACHMENTS Attachment #	Attachment #

AMENDMENT INFORMATION	
AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)
FEDERAL AWARD PROJECT TITLE AND DESCRIPTION 2023 Historic Preservation Fund Grant to Missouri: The objective is to provide Historic Preservation Fund money to State Historic Preservation Officers for the protection and conservation of state and local cultural and historic assets, and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C 300101 et seq (commonly known as the National Historic Preservation Act).

FEDERAL AWARING AGENCY National Park Service	FEDERAL AWARD ID NUMBER P23AF00890	PASS THROUGH ENTITY NAME MoDNR, State Historic Preservation Office
FEDERAL FUNDING YEAR 2023	FEDERAL AWARD DATE 7/10/2023	INDIRECT COST RATE FOR MoDNR 15 %
TOTAL AMOUNT OF FEDERAL AWARD \$ 1,236,513.00		

HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
*This question is optional.
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
*This question is optional.

APPROVAL

I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE

**ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES**

City of St. Charles
Public Attendance at the 2025 MMSC Conference
Project No. P23AF00890-12

Starting Date: June 16, 2025
Ending Date: August 31, 2025

I. SCOPE AND PURPOSE:

The purpose of this grant is for the City of St. Charles to send local officials and members of its Landmarks Board to the 2025 Missouri Main Street Downtown Revitalization Conference for training.

Commissioner training is an eligible activity in the “Other” Historic Preservation Fund program area. (HPF Grants Manual Chapter 13 (B)(49)). This training advances Goal 5 “Integrate historic preservation strategies into planning and routine procedures at all levels of government: local, regional, and state” of Missouri’s 2018-2024 Statewide Historic Preservation Plan.

II. ACTIVITIES AND FUNCTIONS:

The City of St. Charles will register six staff and seven members of the city’s Landmarks Board for the 2025 Missouri Main Street Downtown Revitalization Conference “Get Your Kicks on Main Street.”

The following deliverables shall be produced for the conference:

1. Confirmation of conference registration for the participants
2. Evidence of conference participation
 - a. A photo of the attendees at the conference
 - b. A short write-up of what the attendees learned at the conference and how it can be used in St. Charles

III. SPECIAL CONDITIONS:

- A. As a recipient of a federal subaward, the City of St. Charles is subject to the requirements of 2 CFR 200.1 “Subaward”, 200.101 “Applicability”, and 200.331 “Requirements for pass-through entities.”
- B. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:

1. Federal law
2. Code of Federal Regulations
3. Terms and conditions of the federal grant award
4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- C. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.
- D. The St. Charles Landmarks Board will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Board comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- E. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.

[This acknowledgement may be in any size type on the notice]

- F. Alcoholic beverages and honoraria are not eligible costs for this grant. Entertainment costs must have a programmatic purpose and must be authorized by the HPF Grants Manager or their designee as specified in 2 CFR 200.413. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Per 2 CFR 200.432, workshop hosts/sponsors must exercise discretion and judgment in ensuring that workshop costs are appropriate, necessary and managed in a manner that minimizes costs to the federal award. For a full list of allowable and non-allowable costs associated with this grant, see 2 CFR 200.400 and the HPF Grants Manual Chapter 13.

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.

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MILESTONE/PAYMENT SCHEDULE
City of St. Charles
Public Attendance at the 2025 MMSC Conference
Project No. P23AF00890-12

Starting Date: June 16, 2025

Ending Date: August 31, 2025

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	MMSC conference registration confirmations	07/1/2025	\$0	\$0
#2	Evidence of attendance at MMSC Downtown Revitalization Conference; Completed Reimbursement Packet	08/04/2025	Estimated Remaining Cost	Estimated Remaining Cost

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BUDGET

City of St. Charles
Public Attendance at the 2025 MMSC Conference
Project No. P23AF00890-12

Starting Date: June 16, 2025

Ending Date: August 31, 2025

<u>Cost Category</u>	<u>Federal Share</u>	<u>Non-Federal Cash</u>	<u>Total Cost</u>
Other	\$ 3,120.00	\$ 2,080.00	\$ 5,200.00
Total	\$ 3,120.00	\$ 2,080.00	\$ 5,200.00

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statutes, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance

payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. Financial Management Systems. The financial management systems of the recipient must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

- F. Reporting of Program Performance.** The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.
- G. Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the Department.

H. Equipment Use. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceed the lesser of the capitalization level established by the recipient for financial statement purposes or \$5,000.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
 3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.
 - d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will

- vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.
 2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).
- In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use

recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. To the extent permitted by law and state and federal executive orders, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above. For EPA funded financial assistance agreements, when

required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. Disputes. The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

X. Termination

1. **Termination for Cause.** The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. Department and the recipient remain responsible for compliance with all closeout requirements.

Y. Enforcement; Remedies for Noncompliance. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). 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 (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. Federal Funding Accountability and Transparency Act (FFATA)

Requirements. If the original assistance agreement amount is \$30,000 or more or an amendment increases the award amount to \$30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

GG. Prohibition on certain telecommunications and video surveillance service or equipment. Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, cost incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a. Procure or obtain, extend or renew a contract to procure or obtain;
 - b. Enter into a contract (or renew a contract) to procure, or
 - c. Obtain the equipment, services, or systems

II. **Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

ATTACHMENT B Supplemental

Exhibit 1

Final Project Report

Department of Natural Resources
State Historic Preservation Office
FINAL PROJECT REPORT

Project No.: P23AF00890-12

Project Title: Public Official Attendance at the 2025 MMSC Conference

	<u>Budgeted</u>	<u>Amended</u>	<u>Actual</u>
Federal Share: \$	3,120.00		
Local Match: \$	2,080.00		
Total Project Costs: \$	5,200.00		

Amendments with Approval Dates:

--

Project Description: The City of St. Charles will register six city staff and seven Landmarks Board Members for the 2025 Missouri Main Street Connection Revitalization Conference.

Project Results:

CERTIFICATION:

I certify that work under this subgrant (or Grant Agreement) has been accomplished according to applicable laws, regulations, the Secretary of the Interior's Standards, 2 CFR 200, and the terms and conditions of the applicable HPF grant.

Signature: _____

Date: _____

ATTACHMENT C

GRANT NUMBER P23AF00890 BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
MISSOURI DEPARTMENT OF NATURAL RESOURCES
CFDA: 15.904

PROJECT TITLE: STATE HISTORIC PRESERVATION OFFICE FISCAL YEAR 2023
HISTORIC PRESERVATION FUND GRANT

TERMS AND CONDITIONS, FEDERAL TO STATE GRANT AWARD INCORPORATED
BY REFERENCE TO SUBRECIPIENT

Attached are the terms and conditions of the Department of the Interior, National Park Services to Missouri Department of Natural Resources grant award. A portion of these funds are being passed through Missouri Department of Natural Resources and awarded to you as a subrecipient. To ensure that this federal assistance is used in accordance with the federal statutes, regulations, terms and conditions of the federal award, 2 CFR 200.331 requires the Missouri Department of Natural Resources to ensure the requirements “flow down” to the subrecipient. The Missouri Department of Natural Resources hereby incorporates by reference the relevant, attached terms, conditions, disclosures and certifications in your grant agreement and requires compliance as a condition of your award.

1. DATE ISSUED MM/DD/YYYY 07/10/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.904 - Historic Preservation Fund Grants-In-Aid			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. P23AF00890-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN P23AF00890		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2022		Through MM/DD/YYYY 09/30/2025	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2022		Through MM/DD/YYYY 09/30/2025	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
54 USC §302902 Grants to States (Historic Preservation Fund)

8. TITLE OF PROJECT (OR PROGRAM) FY2023 HPF SHPO Missouri	
9a. GRANTEE NAME AND ADDRESS Natural Resources, Missouri Department Of PO BOX 176 Jefferson City, MO, 65102-0176	9b. GRANTEE PROJECT DIRECTOR Andrew Dial 1101 Riverside Dr Jefferson City, MO, 65101-4272 Phone: 573-751-7958
10a. GRANTEE AUTHORIZING OFFICIAL TONI PRAWL 1101 RIVERSIDE DR JEFFERSON CITY, MO, 65101-4272 Phone: 5737517858	10b. FEDERAL PROJECT OFFICER Mr. Cory Kegerise 1849 C St NW Washington, DC, 20240-0001 Phone: 2025974189

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 1,236,513.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages	\$ 827,895.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits	\$ 522,485.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 1,236,513.00	
c. Total Personnel Costs	\$ 1,350,380.00	13. Total Federal Funds Awarded to Date for Project Period \$ 1,236,513.00	
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	\$ 6,000.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 22,000.00	a. 2	\$
g. Construction	\$ 0.00	b. 3	\$
h. Other	\$ 415,175.00	c. 4	\$
i. Contractual	\$ 35,440.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 1,828,995.00	e. 6	\$
k. INDIRECT COSTS	\$ 231,860.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 2,060,855.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 1,236,513.00	a. DEDUCTION	
n. Non-Federal Share	\$ 824,342.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)
FY2023 HPF SHPO Missouri

GRANTS MANAGEMENT OFFICIAL:
Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC, 20240-1000
Phone: 202 354 2062

17. VENDOR CODE 0070421590		18a. UEI K6RXPk4W58H4	18b. DUNS 878144757	19. CONG. DIST. 04		
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051036118-00010	\$1,236,513.00	10/01/2022	09/30/2025	5140	FY234 HPF SHPO Missouri

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

REMARKS

- Grant Agreement between the United States Department of the Interior National Park Service and the Above-Named Recipient

Articles

1. Legal Authority

NPS enters into this Agreement pursuant to:

- 54 USC §302902 – Grants to States
- Consolidated Appropriations Act of 2023, enacted as Public Law 117-328
- 54 USC §3001 et seq. - National Historic Preservation Act

2. Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funding (HPF) to State Historic Preservation Officers (SHPOs) for the protection and conservation of State, territorial, and local cultural and historic assets and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 *et seq.* (commonly known as the National Historic Preservation Act).

3. Public Purpose

Annual Historic Preservation Fund grants to the 59 State Historic Preservation Offices (SHPO) support the Federal Preservation Partnership program by enabling the SHPOs to implement and fulfill the program areas outlined in the National Historic Preservation Act in accordance with their NPS approved State Historic Preservation Plans.

4. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and*

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Guidelines for Archeology and Historic Preservation includes:

1. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's annual application for Historic Preservation Fund grant assistance, and
2. Determined eligible as stated in the National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*, and in the *Historic Preservation Fund Grant Manual*.

5. Responsibilities of the Parties

1. The Recipient agrees to:
 1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
 2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
 3. Notify NPS of all selected subawards/subgrants, contracts, and in-house projects via HPF Online.
 4. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. **The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.**
 5. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317. This documentation must be submitted upon request to NPS.
2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

7. Pre-Award Incurrence of Costs

The Recipient is authorized to incur pre-award costs on or after October 1, 2022. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

8. Award and Payment

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1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

2. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.

 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the

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approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. Reports and/or Outputs/Outcomes

1. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission of:
 1. An annual report package reflecting the first year of the period of performance (page 2, Report Cycle table, row 1) including:
 1. Updated HPF Online
 2. Annual SF-425, *Federal Financial Report*
 3. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 2. An annual report package reflecting the second year of the period of performance (page 2, Report Cycle table, row 2) including:
 1. Updated HPF Online
 2. Signed Carry Over Statement
 3. Annual SF-425, *Federal Financial Report*
 4. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 3. Final report package reflecting the full period of performance of this award (page 2, Report Cycle table, row 3) including:
 1. Completed HPF Online
 2. SF-425, *Federal Financial Report*
 3. SF-428B, *Tangible Personal Property Report* (only if NPS-approved equipment

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- purchased)
- 4. Copies of all indirect cost rate agreements, if any, applied against this grant
- 5. Grant products, submitted digitally

10. Award Specific Terms & Conditions

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

11. Standard Terms and Conditions

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources.

Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

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4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

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B. Proceedings You Must Report

- i. Submit the information required about each proceeding that:
 - ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
 - iii. Reached its final disposition during the most recent five-year period; andiv. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described the award term and conditions.
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

- i. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

- i. During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

- i. For purposes of this award term and condition:
 - a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract

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Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

- (i) NPS personnel as operators or crew;
- (ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- (iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

- (a) Definitions

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(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights. The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the

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National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title. The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and

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continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

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(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

- (1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees.
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

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(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the

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Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](http://Section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract

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or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

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24. CONFLICT OF INTREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

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25. BUILD AMERICA, BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

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2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

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13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved Buy America Requests | U.S. Department of the Interior \(doi.gov\)](#); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the [GeoPlatform.gov](#) list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at [www.fgdc.gov](#).

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

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Program Specific Requirements

1. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
 3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Survey and Inventory of historic resources to determine eligibility;
5. Cost for administering an easement/covenant for the property;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and/
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA); and

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5. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

“[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior.”

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is

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prohibited.

7. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should use **HPFOnline** to submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in [NPS Director's Order 12](#)) can be utilized.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;

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3. set of plans and specifications for the project;
4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained within the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

13. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

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14. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

15. Subgrant Awards

The awarding of subgrants must follow the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

16. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

17. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation

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Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement

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\$750,001+	25-year minimum preservation covenant/easement
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21. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the

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National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

25. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

26. Cost Sharing/Matching Requirement

A minimum of 40% non-Federal cost-share is required for costs incurred under this grant program. The recipient agrees to contribute the amount identified in block 11n in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

27. Pass-Through to Certified Local Governments

At least 10.0% of the amount awarded to each state (the Federal share of this grant) must be transferred to eligible Certified Local Governments (CLGs) in the state. **Funds not obligated to CLGs by July 1 of the second year may be recaptured and redistributed to the benefit of other CLGs. Funds not expended in the third year may be recaptured and returned to the U.S. Treasury.** If the State anticipates possible recapture, they must notify the NPS as soon as possible so they may assist in possible redistribution of the funds.

AWARD ATTACHMENTS

Natural Resources, Missouri Department Of

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1. Environmental Certification
2. Digital Products Submission



United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, NW
Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

[effective as of Date Issued]
(block 1, page 1)

Digital Product Submission Guidelines

The National Park Service’s (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS’s digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<p>Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p>Substantive event materials (including programs, proceedings, handouts, photographs)</p> <p>Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)</p> <p>Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p>Online content (including websites, story maps, and other web-based projects)</p>	<p>Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)</p> <p>Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p>Other documentation not intended for the general public (including survey forms, financial records, correspondence)</p> <p>Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)</p>

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention: **[Grant Program]_[Fiscal Year]_[Grantee’s State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Grant Program	Abbreviation
African American Civil Rights	<i>AACR</i>
Hurricanes Florence & Michael and Typhoon Yutu Recovery	<i>FYM</i>
Hurricanes Harvey, Irma, & Maria Recovery	<i>HIM</i> <i>HBCU</i>
Historically Black Colleges & Universities	<i>HPF</i> <i>PBHRG</i>
Historic Preservation Fund	<i>SAT</i>
Paul Bruhn Historic Revitalization Grants	<i>SEMI</i> <i>SHPO</i>
Save America’s Treasures	<i>THG</i>
Semiquincentennial	<i>THPO</i>
State Historic Preservation Office	<i>URC</i>
Tribal Heritage Grants	
Tribal Historic Preservation Office	
Underrepresented Communities	

Required file formats and resolution standards:

- *Reports and publications*: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos*: JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
 - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos*: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio*: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats.](#)

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:

[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx

Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

Certificate Of Completion

Envelope Id: 9059472C-F51F-438A-BA3C-4BC9BDDEC479

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf, RCA Template.pdf

Source Envelope:

Document Pages: 64

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 7

John Boyer

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

john.boyer@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: John Boyer

Location: DocuSign

6/18/2025 1:29:05 PM

john.boyer@stcharlescitymo.gov

Signer Events

Signature

Timestamp

John Boyer

Completed

Sent: 6/18/2025 1:30:34 PM

john.boyer@stcharlescitymo.gov

Viewed: 6/18/2025 1:30:42 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 35.130.51.195

Signed: 6/18/2025 1:33:52 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Zachary Tusinger

DocuSigned by:
Zachary Tusinger
47526D6DD2024CE...

Sent: 6/18/2025 1:33:53 PM

zachary.tusinger@stcharlescitymo.gov

Viewed: 6/18/2025 1:37:45 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed: 6/18/2025 1:37:58 PM

Using IP Address: 2a09:bac2:953e:1800::264:48

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Willie Hantack

DS
WH

Sent: 6/18/2025 1:38:01 PM

William.Hantack@stcharlescitymo.gov

Viewed: 6/20/2025 8:47:59 PM

Audit & Accounting Manager

Signed: 6/20/2025 8:49:14 PM

City of Saint Charles, MO

Signature Adoption: Uploaded Signature Image

Signing Group: Senior Financial Analysts

Using IP Address: 140.141.255.148

Security Level: Email, Account Authentication
(None)

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann

Initial
PF

Sent: 6/20/2025 8:49:16 PM

paul.feldmann@stcharlescitymo.gov

Viewed: 6/23/2025 3:24:02 PM

Purchasing Manager

Signed: 6/23/2025 3:24:34 PM

City of Saint Charles, MO

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
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Mary Ann Ohms
maryann.ohms@stcharlescitymo.gov
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Sent: 6/23/2025 3:24:38 PM
Viewed: 6/23/2025 4:51:47 PM
Signed: 6/23/2025 4:52:58 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
Assistant City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 174.210.9.87
Signed using mobile

Sent: 6/23/2025 4:53:00 PM
Viewed: 6/23/2025 7:19:33 PM
Signed: 6/23/2025 7:20:01 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Sent: 6/23/2025 7:20:05 PM
Viewed: 6/24/2025 8:11:32 AM
Signed: 6/24/2025 8:11:45 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.
lawrence.dobrosky@stcharlescitymo.gov
Director of Administration
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Sent: 6/24/2025 9:43:08 AM
Viewed: 6/24/2025 9:50:09 AM
Signed: 6/24/2025 9:50:22 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Emily B. Galantowicz
emily.galantowicz@stcharlescitymo.gov
Assistant City Clerk
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel J. Borgmeyer
dan.borgmeyer@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kimberly Hudson
kimberly.hudson@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 6/24/2025 9:50:24 AM
Viewed: 6/24/2025 2:25:25 PM

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication
(None)



Sent: 6/24/2025 8:11:49 AM
Viewed: 6/24/2025 9:43:07 AM

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amy Milstead
amy.milstead@stcharlescitymo.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/18/2025 1:30:34 PM
Envelope Updated	Security Checked	6/18/2025 1:33:26 PM
Envelope Updated	Security Checked	6/18/2025 1:33:26 PM
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Envelope Updated	Security Checked	6/18/2025 1:33:26 PM
Envelope Updated	Security Checked	6/18/2025 1:33:26 PM
Envelope Updated	Security Checked	6/18/2025 1:33:26 PM

Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

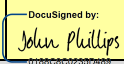
Requesting Department:	Public Works	Department Contact:	PAT LILLY
Vendor Name & NWS#:	FORD ASPHALT CO., INC. VENDOR #3361		
Description/Purpose:	2025 ASPHALT MILL & OVERLAY PROJECT		
Account #:	410-500-501-873-101 (\$845,000.00) 25PWSST001 410-500-501-873-101 (\$155,000.00) 25PWSST003		
Project #:	25PWSST001; 25PWSST003		
Amount of this Routing:	\$ 1,000,000.00	Requisition #:	2025-513
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	6/2/25-12/31/25	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 1,000,000.00		

DS
WJF


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: JOHN PHILLIPS	Signature:  DocuSigned by: John Phillips	6/6/2025
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ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 6/6/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziary 6/6/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 6/8/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 6/9/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: 



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 07/01/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): _____

Description:

Authorization to execute a contract with Ford Asphalt Co., Inc., for the 2025 Annual Asphalt Overlay Project in an amount not to exceed \$1,000,000.00.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The Invitation for Bid No. 4794 was advertised in the St. Louis Countian, the St. Charles Business Record, and the City's website on May 2, 2025. Bids were opened May 21, 2025, with four (4) bids received. The bids were as follows:

Ford Asphalt Co., Inc.	\$1,000,000.00
E. Meier Contracting, Inc.	\$1,029,480.00
Spencer Contracting Co.	\$1,070,715.00
Gershenson Construction Co. Inc.	\$1,248,509.48

Ford Asphalt's bid meets all bid specifications, and their experience and references have been reviewed by staff and found to be acceptable. Project proposed street location listing is attached.

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

Fiscal Impact: 1,000,000.00 **Requisition #:** 2025-513

Account #: 410-500-501-873-101 (\$845,000.00) 25PWSST001
410-500-501-873-101 (\$155,000.00) 25PWSST003

Project #: 25PWSST001; 25PWSST003

RCA prepared by: PL Dept. Dir. Finance Dir. Dir. of Admin.

CONTRACT AGREEMENT

This Contract Agreement by and between **Ford Asphalt Co., Inc.** Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner" is effective as of the final date of signature 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 to **Annual Asphalt Overlay Project 2025** as outlined in Contractor's response to Bid 4794, a copy of which is attached as Exhibit A.

The work to be done under this Contract consists of Constructing and completing all work described in the proposal, attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed prior to December 31, 2025.

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 included in the project timeline for its completion, the party of the first part, the Contractor, shall pay damages to the Owner of One Hundred Dollars (\$100.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the City Representative for the extra time required for the completion of the work. 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 expenses and services shall be determined by the City Representative, shall be reported by the City Representative 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 **One Million Dollars (\$1,000,000.00)**, 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.

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

CONTRACT AGREEMENT

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.

ARTICLE 7. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project.

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.

CONTRACT AGREEMENT

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 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.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year first above written.

FORD ASPHALT CO., INC.:

CITY OF SAINT CHARLES, MISSOURI:




6/5/25
Date

By: Brad Fritsche, Vice President
(Print Name & Title)

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

Attest:



6/5/25
By: Date

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:


C5FB3E8A40BE40D...
Director of Finance 6/8/2025 Date

FAC Bid # 25.160-BSPRT

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 4794 and to all the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, delivery, removals, dumping, fuel surcharges, insurance, traffic control, safety items, and all other related items necessary for Annual Asphalt Overlay Project 2025 in accordance with the specifications attached herein at the following price(s):

Indicate form of proposer:

Sole Proprietor

Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)

Partnership

Corporation (Attach a Copy of Annual Registration Report with Proposal)

Other: _____

Full Legal Name of Proposer: Ford Asphalt Co., Inc.

Street Address: 13164 Taussig Ave.

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: 1052

Telephone: 3142912600

Name: Brad Fritsche Title: Vice President

Signature:  Date: 5/21/25

Email Address: bfritsche@fordasphalt.com

FAC Bid# 25-140-BSPTT

BID FORM

Item	Description	Units	Quantity	Unit Price	Total
1	Mobilization & Bonds	LS	1.00	12,600 ⁻	12,600 ⁻
2	Project Superintendent	LS	1.00	8,000 ⁻	8,000 ⁻
3	Milling Asphalt Pavement - Full Width	SY	48,000.00	3.15	151,200 ⁻
4	2" Asphaltic Concrete Surface Course (Type "C")	SY	48,000.00	10.25	492,000 ⁻
5	Base Repair	TON	100.00	200.00	20,000 ⁻
6	Curb & Gutter	LF	3,600.00	60.00	216,000 ⁻
7	4" PCC Sidewalk on 4" Type 5 Aggregate (Remove & Replace)	SY	100.00	110.00	11,000 ⁻
8	ADA Compliant Handicap Ramp	EA	10.00	2,750.00	27,500 ⁻
9	Project Signs	EA	8.00	200.00	1,600 ⁻
10	Material Testing	LS	1.00	12,100 ⁻	12,100 ⁻
				Total Bid:	952,000⁻
Optional Bid Item					
11	Additional Cost for Reinforcing Fiber	SY	48,000.00	1.00	48,000 ⁻
				Total with Optional Bid Item:	1,000,000⁻

BID FORM

COOPERATIVE PURCHASING ADDENDUM

1. Bidder agrees to extend the unit prices submitted to other entities who participate in Cooperative Purchasing with the City of Saint Charles, Missouri?

Yes

No

2. Bidder agrees to extend the unit prices submitted to other entities (i.e. Homeowner's Associations, Subdivisions, etc.) that maintain private asphalt roadway within the City limits of the City of Saint Charles, Missouri?

Yes

No

BIDDER/COMPANY NAME: Ford Asphalt Co., Inc.

AUTHORIZED SIGNATORY NAME: Brad Fritsche

AUTHORIZED SIGNATORY TITLE: Vice President

SIGNATURE: 

DATE: 5/21/25

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:

Warranty for Equipment/Materials and Work:

1 year

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:

GS Grinding - Milling

M&H Concrete - Concrete Curb, Sidewalk, ADA Ramps

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

REFERENCES

Please provide references for similar work in the last 3 years (attach additional pages, if necessary).

Company: see attached

Contact Person: _____

Phone: _____

E-Mail: _____

Company: _____

Contact Person: _____

Phone: _____

E-Mail: _____

Company: _____

Contact Person: _____

Phone: _____

E-Mail: _____

Company: _____

Contact Person: _____

Phone: _____

E-Mail: _____

Company: _____

Contact Person: _____

Phone: _____

E-Mail: _____

John R. Ashcroft Secretary of State
 2024 ANNUAL REGISTRATION REPORT
 BUSINESS

00246312
Date Filed: 12/9/2024
John R. Ashcroft
Missouri Secretary of State

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 1/31/2025

00246312
 FORD ASPHALT CO., INC.
 COREY S. BERGER
 8000 MARYLAND AVE STE 1500
 SAINT LOUIS MO 63105-3913

RENEWAL MONTH: OCTOBER	
<input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE	
PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *	
13164 Taussig Ave (Required)	
STREET	
Bridgeton	MO 63044-1207
CITY / STATE	ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent
 IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS		BOARD OF DIRECTORS *	
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW		NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW	
PRESIDENT	Stone, Nicholas 593 Victoria Dr Labadie MO 63055-1076	NAME	Goldford, Bruce 11159 Liebrooke Ct Saint Louis MO 63146-4891 USA
SECRETARY	Goldford, Bruce 11159 Liebrooke Ct Saint Louis MO 63146-4891	NAME	
VICE PRESIDENT	Fritsche, Bradley J 4 Lochhaven Lane Ballwin MO 63021	NAME	
CHAIRMAN	Goldford, Bruce 11159 Liebrooke Ct Saint Louis MO 63146-4891	NAME	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

Authorized party or officer sign here: Corey S. Berger (Required)

Please print name and title of signer: Corey S. Berger / Other
 NAME TITLE

REGISTRATION REPORT FEE IS:
 ___\$20.00 If filed on or before 1/31/2025
 ___\$35.00 If filed on or before 2/28/2025
 ___\$50.00 If filed on or before 3/31/2025
 ___\$65.00 If filed on or before 4/30/2025
 ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): _____

AIA Document A310™ – 2010 Bid Bond

CONTRACTOR:
(Name, legal status and address)
Ford Asphalt Company, Inc.
13164 Taussig Avenue
Bridgeton, MO 63044

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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 N Second St
St Charles, MO 63301

Mail Notices To:
Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

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: Bid 4794 Asphalt Overlay Project 2025

(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 21st day of May, 2025



(Witness)

Ford Asphalt Company, Inc.
(Principal) _____ *(Seal)*



(Title) Bond Finance, Vice President



(Witness) Ivy Danielle Lowery, Witness

Travelers Casualty and Surety Company of America
(Surety) _____ *(Seal)*



(Title) Ashley Miller, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That 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 that the Companies do hereby make, constitute and appoint **Ashley Miller** of **CHESTERFIELD**, 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 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, 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
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 21st day of May, 2025



Kevin E. Hughes
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.

AIA Document A312™ – 2010

Bond Number: 108276518

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Ford Asphalt Company, Inc.
13164 Taussig Avenue
Bridgeton, MO 63044

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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 N Second St
St Charles, MO 63301

Mail Notices To:
Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 6/5/2025
Amount: One Million And No/100
\$1,000,000.00

Local Surety Address:
Travelers
940 Westport Plaza Drive, Ste 450
Maryland Heights, MO 63146

Description: Bid 4794; Annual Asphalt Overlay Project 2025

(Name and location)

BOND

Date: 6/5/2025
(Not earlier than Construction Contract Date)
Amount: One Million And No/100
\$1,000,000.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Ford Asphalt Company, Inc.

(Corporate Seal)

Signature: 
Name and Title: Brad Ferguson, Vice President

SURETY

Company: Travelers Casualty and Surety Company of America

(Corporate Seal)

Signature: 
Name and Title: Ashley Miller, Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:
Marsh McLennan Agency
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
314-594-2700

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 when the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 the Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corporate Seal)	Company: _____ (Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____
AIA Document A312™ — 2010. The American Institute of Architects	
4	

AIA Document A312™ – 2010

Payment Bond

Bond Number: 108276518

CONTRACTOR:

(Name, legal status and address)

Ford Asphalt Company, Inc.
13164 Taussig Avenue
Bridgeton, MO 63044

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of St Charles
200 N Second St
St Charles, MO 63301

Mail Notices To:

Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

Local Surety Address:

Travelers
940 Westport Plaza Drive, Ste 450
Maryland Heights, MO 63146

CONSTRUCTION CONTRACT

Date: 6/5/2025

Amount: One Million And No/100

\$1,000,000.00

Description: Bid 4794; Annual Asphalt Overlay Project 2025

(Name and location)

BOND

Date: 6/5/2025

(Not earlier than Construction Contract Date)

Amount: One Million And No/100


\$1,000,000.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: Ford Asphalt Company, Inc.

(Corporate Seal)

Signature: 

Name and Title: BRAD FRITCHE, Vice President

SURETY

Company: Travelers Casualty and Surety Company of America

(Corporate Seal)

Signature: 

Name and Title: Ashley Miller, Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Marsh McLennan Agency
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
314-594-2700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party):

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to

Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corporate Seal)	Company: _____ (Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____
AIA Document A312™ — 2010. The American Institute of Architects	
8	



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That 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 that the Companies do hereby make, constitute and appoint **Ashley Miller** of **CHESTERFIELD 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 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: *Ashley Miller*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, 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
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, 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 5th day of June, 2025



Kevin E. Hughes
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2025

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

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

PRODUCER Marsh & McLennan Agency LLC Company - St. Louis 825 Maryville Centre Drive, Suite 200 Chesterfield MO 63017	CONTACT NAME: Briana Carpenter PHONE (A/C, No, Ext): 314-594-2574 FAX (A/C, No): 866-307-1561 E-MAIL ADDRESS: Briana.Carpenter@MarshMMA.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER E : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Valley Forge Insurance Company	20508	INSURER C : The Continental Insurance Company	35289	INSURER D : American Casualty Company of Reading PA	20427	INSURER E : Columbia Casualty Company	31127	INSURER F :
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INSURER E : Columbia Casualty Company	31127														
INSURER F :															
INSURED Ford Asphalt Company, Inc. 13164 Taussig Avenue Bridgeton, MO 63044	FORDASPHA														

COVERAGES **CERTIFICATE NUMBER:** 945754973 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7036824381	4/18/2025	4/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7036824364	4/18/2025	4/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036824378	4/18/2025	4/18/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	7036824395	4/18/2025	4/18/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input type="checkbox"/> Pollution Liability <input type="checkbox"/> Claims-made non admitted			CSB7063476636	4/18/2025	4/18/2026	\$1,000,000 occurrence \$1,000,000 aggregate \$10,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of St. Charles, its officers and employees is included as Additional Insured for General Liability, Automobile Liability and Umbrella Liability with respect to work performed by the Named Insured, if required by written contract.

CERTIFICATE HOLDER

City of St. Charles
200 North Second Street
Saint Charles MO 63301
USA

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
Jim Patterson

Certificate Of Completion

Envelope Id: 532516B1-6F63-40F0-AFB5-1BE5FCDDDB94

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf- FORD ASPHALT CO. INC.

Source Envelope:

Document Pages: 26

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Pat Lilly

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

patricia.lilly@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Pat Lilly

Location: DocuSign

6/6/2025 10:42:02 AM

patricia.lilly@stcharlescitymo.gov

Signer Events

Signature

Timestamp

John Phillips

john.phillips@stcharlescitymo.gov

Utilities Superintendent

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DocuSigned by:



John Phillips
0188C8C0235D489...

Sent: 6/6/2025 10:45:55 AM

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Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS


Sent: 6/6/2025 10:47:20 AM

Viewed: 6/6/2025 2:28:34 PM

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Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B73142A...

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Viewed: 6/6/2025 3:20:33 PM

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Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS


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Signed: 6/6/2025 4:20:16 PM

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Electronic Record and Signature Disclosure:

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Signer Events**Signature****Timestamp**

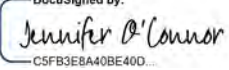
Holly Magdziarz
 holly.magdziarz@stcharlescitymo.gov
 Assistant City Attorney
 City of Saint Charles, MO
 Signing Group: LEGAL REVIEW
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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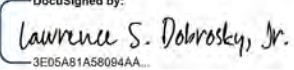
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 Signed: 6/6/2025 4:26:56 PM

Jennifer O'Connor
 jennifer.oconnor@stcharlescitymo.gov
 Director of Finance
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 C5FB3E8A40BE40D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.86.173.148
 Signed using mobile

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 Viewed: 6/8/2025 4:29:30 PM
 Signed: 6/8/2025 4:29:44 PM

Lawrence S. Dobrosky, Jr.
 lawrence.dobrosky@stcharlescitymo.gov
 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Viewed: 6/9/2025 3:58:25 PM
 Signed: 6/9/2025 3:58:42 PM

Emily B. Galantowicz
 emily.galantowicz@stcharlescitymo.gov
 Assistant City Clerk
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 6/9/2025 3:58:45 PM
 Viewed: 6/9/2025 4:47:43 PM

Daniel J. Borgmeyer
 dan.borgmeyer@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Hudson
 kimberly.hudson@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/8/2025 4:29:47 PM
Viewed: 6/9/2025 7:37:55 AM

Amy Milstead
amy.milstead@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/6/2025 10:45:55 AM
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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:	Public Works	Department Contact:	Pat Lilly
Vendor Name & NWS#:	Olathe Ford Sales, Inc. vendor #20646		
Description/Purpose:	One new truck F-550		
Account #:	204-500-501-874-102		
Project #:	25PWSEQ005		
Amount of this Routing:	\$ 205,851.00	Requisition #:	2025-516
Contract Type:	New Contract	Cooperative	Coop#: 032824-OLA
Contract Term:	6/2/25-12/31/25	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 205,851.00		

DS
WJF

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: John Phillips	Signature: <small>DocuSigned by:</small> <i>John Phillips</i>	6/3/2025
---	--	----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/4/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 6/4/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/8/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/9/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



Bill # _____

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 07/01/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): _____

Sponsor(s): _____

Description:

Authorization to enter into a contract with Olathe Ford Sales, Inc., for the purchase of one (1) Ford F-550 in an amount not to exceed \$205,851.00.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The vehicle and equipment is being purchased cooperatively through the Sourcewell contract # 032824-OLA.

This vehicle will a new addition to the Public Works fleet to provide a vehicle for the additional Signal and Lighting Technician position approved for 2025. This vehicle will be utilized to perform various streetlight and traffic signal repair and maintenance activities for Public Works Division operations.

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

Fiscal Impact: 205,851.00

Requisition #: 2025-516

Account #: 204-500-501-874-102

Project #: 25PWSEQ005

RCA prepared by: PL Dept. Dir.  Finance Dir.  Dir. of Admin. 

**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 Olathe Ford Sales, 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) 2026 Ford F-550 and One (1) F-550 4X4 Chassis Cab 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 #032824.
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 Two Hundred Five Thousand Eight Hundred Fifty-One Dollars (\$205,851.00).

The City's obligation to pay the Contract Price and the Vendor to provide goods or services ceases immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract.

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.
4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination.
5. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.
6. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.
7. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.
8. Vendor acknowledges award of the Contract requires compliance with:
 - A. Pursuant to Section 34.600 RSMo, as amended, Vendor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Vendor has less than ten (10) employees;
 - B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

**CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT**

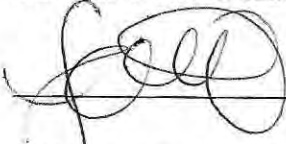
Contract # _____

- C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. Vendor represents and warrants compliance with Section 285.530 at the time of Contract award. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to the Contract is attached and incorporated by this reference; and
 - D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.
9. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.
10. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

The Vendor and City have executed the Contract on the dates written below.

OLATHE FORD SALES, INC.:

CITY OF SAINT CHARLES, MISSOURI:

 6/3/25
Date
By: SARA GONZALEZ - Gov + Mgr
(Print Name and Title)

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

Attest:

By: Date

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
 6/8/2025
C5FB3E8A40BE40D...
Director of Finance Date



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Olathe Ford Sales, Inc., 1845 E. Santa Fe, Olathe, KS 66062 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

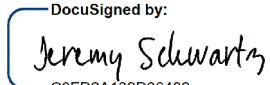
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

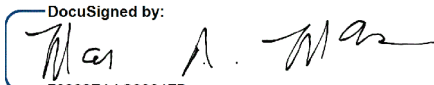
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Olathe Ford Sales, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/2/2024 | 2:59 PM CDT

DocuSigned by:

By: 78822EAAC9084FB...
Marc McEver
Title: Dealer Principal
Date: 7/2/2024 | 12:43 PM PDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Olathe Ford Sales Inc.
Does your company conduct business under any other name? If yes, please state: Olathe Fleet
Address: 1845 E Santa Fe
Olathe, KS 66062
Contact: Josh Allison
Email: jallison@olathefleet.com
Phone: 913-274-7429
Fax: 913-558-4608
HST#: 48-0720233

Submission Details

Created On: Monday February 19, 2024 18:06:07
Submitted On: Thursday March 28, 2024 14:17:18
Submitted By: Josh Allison
Email: jallison@olathefleet.com
Transaction #: b4d5b033-c206-4a39-a7fa-1315e84ead0e
Submitter's IP Address: 50.225.91.170

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Olathe Ford Sales, INC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Olathe Fleet Solutions, Olathe Fleet, Fleet Pool USA, AFI, Model 1
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Olathe does not have one.
5	Proposer Physical Address:	1845 E Santa Fe Olathe, KS 66062
6	Proposer website address (or addresses):	www.olatheford.com www.fleetpoolusa.com www.afi-kc.com www.ofskc.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Marc McEver - Dealer Principal marc@olatheford.com 1845 E Santa Fe Olathe, KS 66062 913.269.8340
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Allison - Vice President, Sales jallison@olathefleet.com 1845 E Santa Fe Olathe, KS 66062 913.558.4608
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Marc McEver - Dealer Principal marc@olatheford.com 1845 E Santa Fe Olathe, KS 66062 913.269.8340

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Olathe Ford Lincoln was founded in 1923, 51 years ago. Shortly after, Marc McEver now our dealer principal started our Fleet Department. He first started with Tow Trucks in Kansas and now it's grown to the largest Fleet Dealer in the United States. Olathe now sells 5 OEM Chassis, Ford, Chevrolet, GMC, Dodge, and Mercedes products. In 2023, Olathe was ranked as Ford's largest Fleet Dealer, Largest Commercial Dealer, Largest Government Dealer, #1 in sales to the Ambulance and Fire industry, #1 in sales to the School Bus, Shuttle Bus, and Public transportation industries. We also were the top volume Chevrolet dealer to the school bus and shuttle bus industry and a top volume seller of Mercedes Sprinter Chassis. In 2024, we have strong plans to continue to grow in our key industries across all of our OEM brands. On our journey of becoming the #1 Chassis provider in the US, Olathe always focused on exceptional customer service. We are constantly emphasizing across all of our teams that we must provide the highest level of customer service no matter the situation, industry or customer. We've grown our business over 50 years by always taking care of the customer and we know that if we continue to keep that value top of mind we will still be the largest chassis provider in another 50 years!
11	What are your company's expectations in the event of an award?	If awarded the Sourcewell contract Olathe plans on hitting the ground running by first providing exceptional customer service to both Sourcewell and all of your members across the United States and Canada. Since Olathe already has a very strong brand name across the chassis industry we'll be able to leverage our industry knowledge and relationships to get immediate traction with this program. Olathe is Ford's largest government dealer and we are the releasing dealer for almost all of the body modifier/builders for Ambulance, Fire, Bus, Commercial, and Mobility industries giving us significant insight into your member base. We'd expect to be working hand in hand with your members and many of our existing key customers to provide simple, turnkey solutions on total completed vehicles. We believe this is a great opportunity to expand both Sourcewell and Olathe reach to more members while providing a simple cost effective complete solution.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Olathe has a long track record of financial strength, which is probably best demonstrated by our largest lender Ford Motor Credit. Today, Olathe has a \$225M credit line through Ford Motor Credit. This was/is established by our strong presence in the fleet market and an exceptional financial history and payment track record.
13	What is your US market share for the solutions that you are proposing?	Olathe is the largest Chassis supplier for Class 2-6 in the United States. We feel that our overall market share across all brands is approximately 65% of the market with the largest share coming in Government. We currently supply 95% of all ambulance chassis, 90% of School Bus/Shuttle Bus chassis and 85% of the RV Market across the US and Canada.
14	What is your Canadian market share for the solutions that you are proposing?	Today, Olathe's market share in Canada is less than 20% with the majority of that volume coming from in the School Bus, Ambulance, and Fire industries.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Olathe is best described as "A" a Distributor/Dealer/Reseller/Dealer Partner for the brands and affiliates we've outlined. The primary brands are Ford, Dodge, Chevrolet, GMC, Mercedes and applicable dealer partner upfits. All new orders would be placed through a franchised dealer and then ultimately titled to the end member based on their specific needs. Olathe would/could also sell used equipment from time to time that would be sold and ultimately titled to the end member. We have all applicable licenses, dealer documents etc. on file.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Olathe holds a number of licenses directly and many more indirectly through our partners. We've listed a number of them here below and attached a file to include many of our licenses. Kansas Department of Revenue New/Used Dealer license – Dealer number D-0349 Kansas Department of Revenue Tax Registration – 004-48072233F-02 Fleet Pool USA, LLC (FEIN 82-0638591) State Sales & Use Tax ID – Kansas 004-0638591F-01 State Sales & Use Tax ID – Colorado 34436193-0001 State Sales & Use Tax ID – North Carolina 601238124 State Sales & Use Tax ID – Alabama RNT-R011342291 State Sales & Use Tax ID – Texas 3-20820-0245-5
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply to Olathe.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over the past 5 years Olathe has won numerous industry awards. We've outlined a few of those here. Top Volume Fleet Dealer – Ford Motor Company – 2023, Top Volume Commercial Dealer – Ford Motor Company – 2023, Top Volume Government Dealer – Ford Motor Company – 2023, Ford Presidents Award – 2023, Top 10 Warranty and Finance Dealership – Ford Motor Company – 2023, Top Tier Sprinter Volume – Mercedes Benz – 2023, Top performing Government Dealers – General Motors – 2023. Many of the awards Olathe has listed above we've won multiple times in the past 5 years.
20	What percentage of your sales are to the governmental sector in the past three years	As an organization we have sales focused in different areas such as Retail, Commercial, Fleet, and Service. When looking at our Fleet/Commercial segment and sales approximately 80%-90% of our sales are directly/indirectly into the Government sector.
21	What percentage of your sales are to the education sector in the past three years	Olathe is the largest provider of School Bus, Shuttle Bus, and Transit Bus chassis in the US. We estimate that nearly 35% of our sales directly/indirectly go to School Districts, Universities, or private educational institutions.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Current Olathe State Contracts include but are not limited to: Arizona, Connecticut, Georgia, Indiana, Kentucky, Massachusetts, Maryland, Maine, North Carolina, New Jersey, Ohio, Oregon, Utah, Pennsylvania & South Carolina. There are also many County & Municipal Contracts in addition to the above mentioned state contracts. As you can see we have a vast reach across the government sector so we are confident we can service your members anywhere across the US. Estimated annual volume across all contacts is 2,000 units.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently Olathe and its key partners hold GSA Contract - GS075. Each year we estimate that over 500 chassis come through Olathe and are upfitted to support this contract.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Florida	Anita Wimberly	850.245.9289
State of New York	Seth Johnson	518.486.146
New York City	Scott Fields	646.252.6066
MBTA/CalAct	Joe Meer	760.366.2986
State of Minnesota	Karen McIntyre	651.296.2600

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of Florida	Government	Florida - FL	Acquiring chassis and/or vehicles in some cases with additional upfits.	100+ Units	\$4.5M
State of New York	Government	New York - NY	Acquiring chassis and/or vehicles in some cases with additional upfits.	250+ Units	\$11M
MBTA / CalAct	Government	California - CA	Acquiring chassis and/or vehicles in some cases with additional upfits.	300+ Units	\$13M
State of Washington	Government	Washington - WA	Acquiring chassis and/or vehicles in some cases with additional upfits.	200+ Units	\$9M
State of Minnesota	Government	Minnesota - MN	Acquiring chassis and/or vehicles in some cases with additional upfits.	100+ Units	\$4.5M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Olathe has a direct and indirect sales force to support all your member needs. Our Direct Sales Force are our dealership employees and partner dealer's employees which reach over 125 employees. In addition we have another 125 direct service support employees at our dealership and partner dealerships. Our indirect sales force would be approximately 400 through our partner suppliers and upfitter partners. We continue to expand both our direct/indirect workforce to best support our future growth and we stand ready to expand wherever needed to ensure we give your members the highest level of service.
27	Dealer network or other distribution methods.	Olathe's network includes Ford, Chevrolet, Dodge, GMC and Mercedes. All of these manufactures have strong fleet brands with hundreds of service locations across the country to support your members. Olathe works with these service locations on a daily bases to service our customers from coast to coast, whether it be service related work, warranty repairs, recalls, or simply shipping finished products to end members. Your members can have full confidence that Olathe can handle the situation no matter the brand, issue, or servicing location anywhere in the country at any time!
28	Service force.	Olathe is a key member of OEM committees focused on service support for the fleet and commercial customer segments. Our brands network has thousands of locations across the country to service your members warranty and service repair needs simply, effectively and quickly.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our intent is to have all orders handled directly through Olathe. We believe the simplest turnkey solution for your members is for Olathe to support, manage and coordinate all applicable orders which may need additional add-ons by our perspective partners or by the vendors chosen by the member.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To secure a quote today, members can submit orders through various channels such as phone calls or emails. Our vision is to have an e-procurement platform, which will act as yet another channel for orders to be submitted. Today, Olathe Fleet has over 30 experienced full-time Commercial Account Managers dedicated to assist with their quote request. (Attached is organization chart) Once we have a submitted order, our team will verify that each request has an active Sourcewell membership to ensure non-members will not receive the special Sourcewell pricing. Each quote will provide the member with a full list of standard equipment and options including MSRP and the Sourcewell price. Sourcewell members will have the opportunity to add additional items such as factory options, aftermarket options, and Upfits before any order is submitted. At this point, we will share our knowledge and use our expertise to ask good questions and provide suggestions to ensure the recipient orders the unit(s) best fit for their application. Once completed our team will send the recipient a final quote. For the final step of the ordering process, Olathe Fleet will send an order confirmation back for the Sourcewell member to confirm all selected options before we submit the order to the manufacturer. Not only does this allow for the line of communication to stay open, this also allows our team one more opportunity to ensure accuracy between both parties. In addition, we will request the final end-user information for billing and titling the chassis. Doing so will allow for a smooth process at the time of delivery. To maintain accountability and transparency, the member will receive a weekly update from Olathe Fleet regarding their order. This update will display the purchase order, factory order number, body type, engine type, color, wheelbase and most importantly the production date of when the unit is scheduled for production. Once the unit has been produced, we will be able to provide an estimated time of arrival and track the shipping status until it has been delivered to its final destination. We also include in the weekly update production timing with order bank open and closing dates along with current scheduling and last day to order. This ensures both the customers and us are on the same page from start to finish. Utilizing our CRM within Salesforce and communication with our Fleet Management team, we can rely on the internal communication within our team stays up to date. We understand that the ordering process can get overwhelming and, together with Sourcewell, our intention will be to make the process efficient and hassle-free for the customer. The importance of customer service is not overlooked, but rather prioritized in our program. Response time commitments are crucial for maintaining customer satisfaction. We commit to responding to inquiries immediately and will set clear expectations for response times. A successful fleet vehicle ordering, and management customer service program requires a combination of efficient processes, clear communication channels, performance incentives, and technology integration to meet and exceed customer expectations while driving continuous improvement in service quality.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Today, Olathe supplies over 30,000 chassis across the US and Canada spanning dozens of industries and thousands of customers. Olathe is fully committing to servicing your members throughout the US and Canada regardless of their purchasing needs, quantities or locations.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Olathe services many large customers in Canada in the Ambulance/Fire, School Bus, Shuttle Bus, Mobility Vehicles and Recreational Vehicles Markets. We are excited to offer a full suite of offerings to all of your members in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers spanning coast to coast in both the US and Canada so we don't see any area's that we won't be able to offer at this time.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Olathe is committed to service all of Sourcewell's members through our direct and indirect sales force. Our team stands ready to service your members either directly via our call center or via online 24 hours a day, 7 days a week, and 365 days a year. Each Non-Profit would need to be reviewed and a determination would have to be made through the specific OEM to see if the qualify for Government Price Levels.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The main requirement for Hawaii and Alaska pertain to logistical challenges or additional logistical obligations to transport finished vehicles. In many cases, there must be consideration for Port to Port moves, additional agent fees, driver fees, and shipping cost. Those items would be taken into consideration on a case by case bases and addressed with the member at the time of quote.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	At its core, this contract opportunity is designed to assist government agencies in meeting their fleet vehicle needs. This requires a comprehensive marketing strategy tailored to reach key decision-makers within the public sector. First, we will continue to learn and understand our audience. We will identify the specific government agencies that will benefit from this program such as law enforcement agencies, public utilities, municipal governments, and more. Once we have an audience targeted, we will understand their specific fleet requirements, budget constraints, and procurement processes. Currently, we use social media channels such as LinkedIn and Facebook, because that is where we know our audience spends their time keeping up with the industry and communicating with others in the industry. While maintaining our current strategy, we will conquest new customers by way of tradeshows, word-of-mouth, and social media. If we were to get this contract, we will clearly articulate the benefits of the program to our customers. This would include cost savings, access to specialized vehicles, and streamlined procurement processes. Part of this process will include creating educational content that we will present to all of our current and prospective customers. In order for this to be successful, we understand the importance of communication and transparency. Compliance with regulatory requirements will instill confidence in the program and help build long-term relationships with our clients. By providing our customers with all of the relevant, clear, and precise information, they will be able to see how beneficial this program is to their businesses. Once we have the educational content created, we will share these with the decision-makers using direct mail, email campaigns, social media, and, ideally, in-person meetings – tailoring the information to fit the needs of each entity. We already have a strong foundation of partnerships and alliances; however, we will continue to collaborate with industry associations, government agencies, and other stakeholders to build credibility and expand our reach. All these efforts will be led with the universal goal of getting clients to our website, which attracts 25,000 new visitors each month. Our website is where we will have a wealth of knowledge, an FAQ page, and the finer details of the program. We at Olathe understand the power of the Advertising Dollar and will continue to fund efforts to reach new clientele.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	By integrating technology and digital data utilization into the marketing strategy, organizations can gain valuable insights, optimize campaign performance, and effectively engage with public sector agencies to promote the contract with Sourcewell. We currently find that our audience is most receptive in the world of LinkedIn. However, we will continue to monitor all social media platforms to understand conversations and trends related to fleet management and government procurement. This can provide valuable insights into the pain points and preferences of target agencies which, in turn, will help us tailor messaging and outreach efforts accordingly. On top of that, we currently use targeted online advertising. We have used platforms like Google Ads and social media advertising to target decision-makers within government agencies. By segmenting the audience based on job titles, organizational roles, and interests relevant to fleet management, we are able to precisely target our audience at higher conversion rates. As we know, Electric Vehicles is a current hot topic. Knowing that our clientele is staying in the know about the EV products, we are putting our name in front of them each time they use a search engine. This leads to associating Olathe with their fleet and chassis needs. Once we have these digital campaigns rolled out, we use data and metadata analytics to measure the performance of the content marketing efforts. We currently and will continue to analyze metrics like engagement rates, click-through rates, and conversion to identify high-performing content and optimize future campaigns. Leveraging our metadata analysis tools to extract valuable insights helps us identify patterns, trends, and key themes related to our services. Email marketing plays an important role in the advertising efforts. We have implemented email marketing automation platforms to streamline outreach campaigns and to nurture leads. Together with the knowledge we gain of our prospective customers, we will put together curated, personalized emails that lean into the different sectors we serve.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The recognizable Sourcewell brand holds a lot of weight and trust in the industry. Having the Sourcewell name in our arsenal of tools will help in our efforts to prove our honesty, loyalty, and legitimacy to our prospective and current customers. Collaborating with a trusted brand serves as a form of validation and endorsement for our business. In the government sector of this industry, Sourcewell is synonymous with the elimination of the need to bid. Creating an avenue of ease and convenience for our customers holds an exponential amount of value. It is well-known that Sourcewell's documentation review is in-depth and detailed further proving that their acceptance goes a long way. Sourcewell has done such a great job making the process of procuring vehicles efficient, flexible, and user-friendly. Sourcewell's role in promoting contracts would be to continue to meet the standards they have set throughout the years and throughout the industry.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As of today, we do not have a formal e-procurement ordering process. If awarded the Sourcewell contract, our vision is to develop an extensive online platform for all five of our OEMs, EV upfitters, commercial truck builders, ambulance providers, bus manufacturers, and other key partners to be available for our customers every minute of every day of every year. From requisition to payment, we want to streamline the procurement process and we know a contract with Sourcewell is a step in the right direction. The vision we have for our e-procurement system is to have a secure, password-protected portal for each user, ensuring that only authorized personnel can access the platform. From there, the user would be served a catalog of approved products and services available for purchase. Ideally, authorized users will be able to create purchase requisitions within the portal, specifying details like quantity, specifications, and budgets. Once a customer has input their custom build, they will then have the option to finalize the transaction by submitting a purchase order. This would give the customer the autonomy of building, spec'ing, and purchasing without talking to a sales person, however it also allows a communication line to be open at all times between the member and our team should there be any issues or questions. The goal we have in mind for our future e-procurement system is to provide transparency and compliance, enhance vendor relationships, and achieve cost savings. By leveraging this technology, these customers can achieve greater efficiency and effectiveness.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Olathe through its partnerships with Ford, Chevrolet, GMC, Dodge and Mercedes will extend all training and service related programs. These OEM's offer a variety of training both online and in person. Any programs which have a cost, Olathe will be transparent and pass those cost through with no additional charge to your members.
41	Describe any technological advances that your proposed products or services offer.	Each of our OEM partners are making significant improvements in technology in all of their models. By partnering with Olathe your members are going to continue to have the most up to date technology in their chassis purchases. Some of the most significant improvements are around safety, such as the 360 degree camera systems or fleet telematics allowing members to better manage their fleets' service needs, preventative maintenance and overall cost of ownership.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Olathe stays on the forefront of Green initiatives with all of our OEM partners. Today, we are offering fully electric products such as F150 Lighting, Mach E, E-Transit, and a fully electric E-450 and G4500 through our partner Optimal EV. We have EV Chevrolet Silverado, Blazers, and Equinox's as well. Though Mercedes we have the E-Sprinter and later this year we will have an EV Dodge Promaster. There are even more EV's currently in the design process that Olathe will bring to market with our OEM partners through the term of this engagement.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Through our many OEM Partners and Optimal EV Sourcewell members can take full advantage of vehicles with the highest levels of ratings and certifications such as CARB. (California Air Resource Board) In addition, many of our Partners are continuing to work on new products, offerings and processes to continuously improve energy conservation and efficiency. At the dealership level we continue to invest in many sustainability initiatives such as solar panels, recycling programs, and electric vehicle charging stations. Olathe consistency reviews and audits our carbon footprint and looks at any and all opportunities to continue to reduce it.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	In 2021, Olathe Ford requested with Ford Motor Company to be recognized as a Minority Dealer. We were accepted and became a part of Ford's Minority Dealer Network on November 19, 2021. Olathe has attached a copy of its letter confirmation from Ford Motor Company. (Minority Dealer Network Acceptance Letter)
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our team is none like any other in the Chassis industry. We come with a full service of offerings across 5 OEM's. Our management team has over 150 years of service combined, supporting our fleet customers. We started with a 1 person operation and through hard work, experience and incredible customer service we've grown it into the largest chassis supplier in the US with a keen focus on supporting the government sector.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes, each of our Manufactures offer warranties. We've attached each of our OEM warranties for reference. Additionally, each add on partners also offers different warranties on their modifications. Those warranties are specific to each spec, request, modification and usage case. We'll work with each member to ensure they receive the best warranties in the market for their specific needs.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Many manufactures have different usage restrictions based on a number of factors. This includes the improper usage of a chassis which could void the warranty. One example: Certain chassis come with prep packages from the OEM, School Bus Prep, Shuttle Bus Prep, Ambulance Prep, Gaseous Prep to name a few. If a School Bus Prep Chassis was used to build an Ambulance the OEM would most likely void many of the warranties items because of the misuse of the chassis. Olathe will help answer any questions and be a resource in order to help members through these restrictions. We also recommend that each member understand these restrictions prior to the chassis going into its specific usage case.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in many cases the expense of the technician, travel time, mileage, or towing cost will be covered by the warranty. Most OEM recommend the members Vehicle be taken to the nearest supporting dealership or service shop.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the largest network in the US and are confident regardless of the geographical area we'll be able to help meet your member's needs. Having said that, each OEM geographical coverage is slightly different so we encourage members to reach out to our team and discuss their specific geographic location and usage for the chassis so we can help them make the best OEM decision.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are different across our OEM partners and Body Modifier. Depending on the claim we pass those situations directly to the OEM or Body Modifier. If the clams are approved in many cases Olathe can help with the repairs and solutions.
51	What are your proposed exchange and return programs and policies?	Once an order is placed with an OEM there is a point where the factory has the order scheduled. Each OEM is slightly different with what this point is, however at this time there is a no-cancellation policy. Thus Olathe will be unable to cancel or return any units. In the event, a member orders a unit and wants to cancel it prior to the OEM confirming it and Olathe can cancel it without penalty we would allow a member to cancel.
52	Describe any service contract options for the items included in your proposal.	Olathe offers many different service contracts across all of our OEMs. Some of these offers are OEM direct/specific and others are through third party providers. Olathe will work with each member directly based on their specific vehicle type, usage case, and service desires and provide them with the best solutions in the market. We will offer discounts much like our chassis offerings on these products as well.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Olathe's payment terms are Net 30 with acceptable payment methods being ACH, Wire, or a Check
54	Describe any leasing or financing options available for use by educational or governmental entities.	Olathe has a broad offering of leasing and financing options. We have short-term and long-term financing options through Ford Motor Credit as well as additional 3rd party partners. We also offer a variety of leasing options, both in house leasing options as well as through 3rd party partners. We have full service lease options as well. We are confident Olathe can offer the best in market leasing solutions to your customers no matter their need or situation.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Olathe orders and processes over 30,000 units per year through our 5 OEM partners. We have a well organize, transparent, and efficient method for these orders. Since the Sourcewell contract would be new to Olathe we envision developing and modifying the current documents to specifically serve our members. The main milestones in the process would be the overall quote, member specific specs, price, order confirmation, production and delivery schedule and timeline.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept up to \$2,500 per vehicle, upfit or service. If a member would like to put more than \$2,500 on a P-Card we will accept that form of payment however a transaction fee will be added to the total cost. This fee will be a direct pass through to the member.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Olathe is offering discounts off of MSRP for all 5 of our OEM partners and for any model within those partners that meet the specifications of this contract. This applies to any future products that OEMs could bring to market during the term of this agreement. Additionally, Olathe is allowing all upfits to be added to any chassis through either Olathe's partners or through the member's partner of choice.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Olathe's pricing discount range by OEM Manufacturer. Ford Motor Company – from 3.47% - 17.67% Stellantis – from 4.96% - 15.55% General Motors (Chevrolet / GMC) – 5.25% - 19.87% Mercedes – from 4.44% - 12.38% Other pricing details are outlined in our pricing attachment.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any member ordering 20 chassis or more at a time to reach out to Olathe directly so we can review additional discounts and supply the member with an exact quote.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any open market items that need to be sourced will be source with a mark-up at or below 10% depending on the item and current open market conditions.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Olathe is well versed and experienced in this industry segment, therefore we've considered all cost and taken all cost into account with our proposal. If a member has a unique or unforeseen request for their particular situation Olathe will work to offer them the very best solution at the lowest market price. In the event, a member has a Chassis upfitted and therefore needs special consideration those cost would be included in the cost of the upfit at the time the request is made. Olathe will provide those details to the member during the quoting process so they are able to review and evaluate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All OEM manufactures charges a "delivery and destination fee" these charges are displayed on every window sticker regardless of the model. This does not include any Chassis that are being moved to an upfitter and/or then delivered to the end member. At the time of quoting the upfitted unit Olathe will outline and include all additional delivery charges for those instances.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	These area's or regions carry some of the most difficult and time consuming freight movements. In many cases there are numerous additional cost such as port entry, agent fees, driver cost, ferries, and other logistical specialties. In any of these instances Olathe will work to provide the lowest cost to your members based on their specific needs as well as provide all of those cost upfront during the quote process for your member to review.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to Olathe's size and scope we have key partnerships with many freight and automotive carriers which we constantly review in order to ensure we are receiving at or below market rates which we will pass along to your members. In addition, some of our partners including but not limited to AFI have an OEM ship through which allows Olathe to upfit certain vehicles and then put them back into the OEMs transportation platform and have them delivered to the member at no additional cost.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to the size and scope of Sourcewell Olathe believes that offering your members the best overall pricing and value makes sense and creates value for Sourcewell, your members, and Olathe.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently we have numerous internal audit processes to ensure we are compliant with all of our customers across our 5 OEMs, multiple industries and 30,000 plus chassis. In addition, our vision for the Sourcewell contract would be expand on our current processes while implementing a customer inquiry, chassis building, quoting, and ordering tool via portal or online tool. We believe that this transparency will help drive adoption of the contract while also creating a great customer experience for your members. Once all of this data is collected then mining it for trends, successes and failure will ensure we continue to improve the service to your members.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Several internal metrics can be tracked and recorded to ensure our efforts with Sourcewell are proving to be successful. First, we'll track the overall volume of calls, emails, and general inquiries to ensure we are gaining notoriety for our new award. From there, we'll begin to measure the number of quotes and opportunities that Olathe provides and the corresponding conversion of those quotes into OEM orders. In addition, we will track the overall order processing time. Measuring the time it takes from receiving a vehicle acquisition request to processing the order and confirming it in the system will ensure we are using our time and our clients' time efficiently. On top of that, we will track the accuracy of our inventory data on a regular basis to confirm that the system reflects actual availability and status of vehicles, minimizing errors in procurement and allocation. Fulfillment rate will be monitored to verify that our system effectively matches demand with available inventory and processes are streamlined. Most importantly, we will actively engage with and track user satisfaction with the program and our services.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We believe in a simple and transparent administrative fee that allows the contract to grow in volume and member adoption. Olathe agrees to pay Sourcewell \$500 per unit. This includes all brands and all models that fall under this contract terms.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Olathe is offering 5 OEMs with numerous models in the class 3-7 range. This includes Trucks, Vans, Cutaway, Cab Chassis in addition to hundreds of potential upfit add-ons. We can offer anything from a commercial truck application, School transportation, Ambulance and Fire, crane trucks, truck bodies, shelving etc. Additionally, we have countless ways to help support your members from special financing, customizable warranties, fleet management, and prepaid service plans. Olathe believes we truly are the one stop shop for all your members needs regardless of location or specific use case.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We are confident we can meet any of your members needs through our overall suite of offerings. We aren't considering any of our offerings subcategories. We want your member to know that regardless of the offerings they choose Olathe is committed to serving their needs with the highest level of customer service and customer experience. Through the term of the contract we may find additional needs for your members that we haven't determined yet and subcategories could organically occur.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Olathe is partnering with the leading OEM's in our industry. Ford, Chevrolet, GMC, Dodge/Ram, and Mercedes continue to improve their products year over year. I think a few key areas where OEMs are doing the most development are around fuel economy, driver safety, and durability or increase GVWR. When partnering with Olathe your members will continue to see improved products as each OEM brings to market these chassis.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Olathe offers both OEM telematics as well as third party telematics. Olathe even offers a solution where we will manage your fleet for you. This includes repairs, preventive maintenance, fuel savings and other Fleet KPIs. Additionally, Olathe continues to work with our OEM partners on mobile service for our customers. We know that each of our chassis is put to work serving a mission critical need and downtime is unacceptable. Mobile service in many cases can increase uptime for fleets helping improve the ROI for their vehicle expenses.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.
 Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Through our 5 OEMs for ICE, Optimal EV for BEV
75	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	Through our 5 OEM Partners.
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	Through our 5 OEM Partners
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	Through our 5 OEM Partners
78	Class 8 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Internal Combustion Engine fuel types (ICE)	Not at this time.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Through our 5 OEM partners for Chassis. We will also be offering various add-ons through our Upfitter Partners ranging from bed configurations, bin/shelving configurations, accessories, boxes, work truck beds. These upfits can be added through Olathe's Partner or the members partner of choice.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.
 Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have fully electrified E450 and G4500 chassis through our dealer partner Optimal EV.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not at this time.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not at this time.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not at this time.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not at this time.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not at this time.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Attachment.docx - Thursday March 28, 2024 10:53:45
- [Financial Strength and Stability](#) - Financial Strength Documents.pdf - Wednesday March 27, 2024 15:33:18
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Minority Dealer Verification Letter - Olathe Ford.pdf - Wednesday March 27, 2024 15:28:03
- [Warranty Information](#) - Warranty Docs.zip - Wednesday March 27, 2024 19:05:18
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Josh Allison , Vice President, Sales, Olathe Ford Sales, INC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1



Purchase Order / Quote

OLATHE FORD SALES INC
 SANDRA GONZALEZ
 GOVERNMENT MANAGER
 DIRECT - 913-312-5371

Date	5/22/2025
Valid Until	6/22/2025
Contract	SOURCEWELL - 032824
PO	
Lead Time	16 WEEKS

Customer:
 ST. CHARLES

Invoice Address:

Delivery Address:
 Same

Description - Vehicle Preview Details	Line Total		
2026 FORD F-550 REGULAR CAB 4X2 - 84" CA - 169" WB - 7.3L V8 GAS DROPSHIP TO DRAKE-SCRUGGS EQUIPMENT	\$57,958.00		
<table border="0"> <tr> <td style="vertical-align: top;"> F550 4X4 CHASSIS CAB DRW/169 169 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.660A .XL TRIM .AIR CONDITIONING - CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G BSW ALL POSITION 4.88 RATIO LIMITED SLIP AXLE PAYLOAD PLUS PACKAGE UPGRADE 2 FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS </td> <td style="vertical-align: top;"> 19550# GVWR PACKAGE 50 STATE EMISSIONS TRAILER BRAKE CONTROLLER CENTER HIGH MOUNT STOP LAMP AUTO EMERGENCY BRAKE REMOVAL AFT-AXLE FRAME EXTENSION 40 GAL AFT OF AXLE FUEL TNK 410 AMP DUAL ALTERNATOR EXTERIOR BACKUP ALARM DUAL BATTERY REAR VIEW CAMERA & PREP KIT </td> </tr> </table>	F550 4X4 CHASSIS CAB DRW/169 169 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.660A .XL TRIM .AIR CONDITIONING - CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G BSW ALL POSITION 4.88 RATIO LIMITED SLIP AXLE PAYLOAD PLUS PACKAGE UPGRADE 2 FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS	19550# GVWR PACKAGE 50 STATE EMISSIONS TRAILER BRAKE CONTROLLER CENTER HIGH MOUNT STOP LAMP AUTO EMERGENCY BRAKE REMOVAL AFT-AXLE FRAME EXTENSION 40 GAL AFT OF AXLE FUEL TNK 410 AMP DUAL ALTERNATOR EXTERIOR BACKUP ALARM DUAL BATTERY REAR VIEW CAMERA & PREP KIT	
F550 4X4 CHASSIS CAB DRW/169 169 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.660A .XL TRIM .AIR CONDITIONING - CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G BSW ALL POSITION 4.88 RATIO LIMITED SLIP AXLE PAYLOAD PLUS PACKAGE UPGRADE 2 FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS	19550# GVWR PACKAGE 50 STATE EMISSIONS TRAILER BRAKE CONTROLLER CENTER HIGH MOUNT STOP LAMP AUTO EMERGENCY BRAKE REMOVAL AFT-AXLE FRAME EXTENSION 40 GAL AFT OF AXLE FUEL TNK 410 AMP DUAL ALTERNATOR EXTERIOR BACKUP ALARM DUAL BATTERY REAR VIEW CAMERA & PREP KIT		
DRAKE-SCRUGGS UPFIT (TO BE PAID SEPARATE OF CHASSIS TO AVOID INTEREST CHARGES) - 050925-0	\$144,591.00		
FACTORY OPTION TOTAL	\$2,652.00		

Special Notes and Instructions
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING
QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.
PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$205,201.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Delivery	\$650.00
MSO / ODO	\$0.00
Total Per Unit	\$205,851.00
Quantity of Units	1
PO Total	\$205,851.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

 PRINT NAME

 DATE

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

1845 E SANTA FE, OLATHE, KS 66062
 505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

Certificate Of Completion

Envelope Id: 91E93BA3-D823-43ED-A24A-748DC93B8965
 Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf- OLATHE FORD SALES INC.
 Source Envelope:
 Document Pages: 35
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 Pat Lilly
 200 N Second St
 Saint Charles, MO, MO 63301
 patricia.lilly@stcharlescitymo.gov
 IP Address: 35.130.51.195

Record Tracking

Status: Original
 6/3/2025 8:50:05 AM

Holder: Pat Lilly
 patricia.lilly@stcharlescitymo.gov

Location: DocuSign

Signer Events

John Phillips
 john.phillips@stcharlescitymo.gov
 Utilities Superintendent
 City of Saint Charles, MO
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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Timestamp

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 Signed: 6/3/2025 9:09:40 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Willie Hantack
 William.Hantack@stcharlescitymo.gov
 Audit & Accounting Manager
 City of Saint Charles, MO
 Signing Group: Senior Financial Analysts
 Security Level: Email, Account Authentication
 (None)

DS

 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Paul Feldmann
 paul.feldmann@stcharlescitymo.gov
 Purchasing Manager
 City of Saint Charles, MO
 Security Level: Email, Account Authentication
 (None)


Signed by:

 CA2B397B773142A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 35.130.51.195

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 Signed: 6/4/2025 12:58:27 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mary Ann Ohms
 maryann.ohms@stcharlescitymo.gov
 City of Saint Charles, MO
 Security Level: Email, Account Authentication
 (None)

DS

 Signature Adoption: Pre-selected Style
 Using IP Address: 35.130.51.195

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Electronic Record and Signature Disclosure:
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Signer Events**Signature****Timestamp**

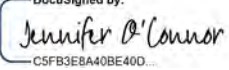
Holly Magdziarz
 holly.magdziarz@stcharlescitymo.gov
 Assistant City Attorney
 City of Saint Charles, MO
 Signing Group: LEGAL REVIEW
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

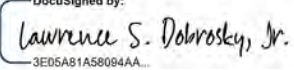
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 Viewed: 6/4/2025 1:45:50 PM
 Signed: 6/4/2025 1:46:09 PM

Jennifer O'Connor
 jennifer.oconnor@stcharlescitymo.gov
 Director of Finance
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 C5FB3E8A40BE40D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.86.173.148
 Signed using mobile

Sent: 6/4/2025 1:46:12 PM
 Viewed: 6/8/2025 4:32:32 PM
 Signed: 6/8/2025 4:32:49 PM

Lawrence S. Dobrosky, Jr.
 lawrence.dobrosky@stcharlescitymo.gov
 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 3ED5A81A58084AA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.56.80.37

Sent: 6/8/2025 4:32:52 PM
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 Signed: 6/9/2025 3:55:53 PM

Emily B. Galantowicz
 emily.galantowicz@stcharlescitymo.gov
 Assistant City Clerk
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 6/9/2025 3:55:56 PM
 Viewed: 6/9/2025 4:46:13 PM

Daniel J. Borgmeyer
 dan.borgmeyer@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Hudson
 kimberly.hudson@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/8/2025 4:32:51 PM
Viewed: 6/9/2025 7:40:46 AM

Amy Milstead
amy.milstead@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/3/2025 8:53:31 AM
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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:	Public Works	Department Contact:	PAT LILLY
Vendor Name & NWS#:	SWEETENS SEALING SERVICES, LLC VENDOR #20698		
Description/Purpose:	ANNUAL CRACK SEAL PROJECT 2025		
Account #:	410-500-501-873-101		
Project #:	25PWSST002		
Amount of this Routing:	\$ 105,636.48	Requisition #:	2025-533
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	6/11/25-12/31/25	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 105,636.48		

DS
WJF

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: JOHN PHILLIPS	Signature: <small>DocuSigned by:</small> <i>John Phillips</i>	6/17/2025
---	--	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/18/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 6/18/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/18/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/18/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 07/01/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): _____

Sponsor(s): _____

Description:

Authorization to execute a contract with Sweetens Sealing Services, LLC for the 2025 Annual Concrete Crack Seal Project in an amount not to exceed \$105,636.48.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The Invitation for Bid No. 4796 for the 2025 Annual Concrete Crack Seal Project was advertised on May 8, 2025. Bids were opened May 28, 2025, with four (4) bids received:

Sweetens Sealing Services, LLC	\$105,636.48
Road Goals, Inc	\$172,796.05
Parking Lot Maintenance, LLC	\$234,865.25
Ozark Striping & Sealing, LLC	\$563,268.75

Sweetens Sealing Services, LLC bid meets all bid specifications, and their experience and references have been reviewed by staff and found to be acceptable. Sweetens Sealing Services, LLC has performed concrete crack seal services for the City of St. Charles in the past, with the most recent being in 2023.

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

Fiscal Impact: 105,636.48

Requisition #: 2025-533

Account #: 410-500-501-873-101

Project #: 25PWSST002

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

CONTRACT AGREEMENT

This Contract Agreement, by and between Sweetens Sealing Services, LLC Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner", 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 **Annual Crack Seal Project 2025**, as outlined in Contractor's Response to Bid #4796, a copy of which is attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed prior to December 31, 2025.

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 included in the project timeline for its completion, the party of the first part, the Contractor, shall pay damages to the Owner of One Hundred Dollars (\$100.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the City Representative for the extra time required for the completion of the work. 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 expenses and services shall be determined by the City Representative, shall be reported by the City Representative 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 **One Hundred Five Thousand Six Hundred Thirty-Six Dollars and Forty-Eight Cents (\$105,636.48)**, 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.

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.

CONTRACT AGREEMENT

ARTICLE 6. Prevailing Wages: Not applicable to the contemplated maintenance work.

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

CONTRACT AGREEMENT

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.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year first above written.

SWEETENS SEALING SERVICES, LLC:

CITY OF SAINT CHARLES, MISSOURI:

Lucas Ellis 06/12/2025
Date
By: Lucas Ellis (Project Manager)
(Print Name & Title)

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):
[Signature] 6/12/25
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 6/18/2025

Director of Finance Date

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 4796 and to all the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, delivery, removals, dumping, fuel surcharges, insurance, traffic control, safety items, and all other related items necessary for Annual Crack Seal Project 2025 in accordance with the specifications attached herein at the following price(s):

Item	Description	Units	Quantity	Unit Price	Total
1	Mobilization & Bonds	LS	1.00	1250. ⁰⁰	1250. ⁰⁰
2	Project Superintendent	LS	1.00	0. ⁰⁰	0. ⁰⁰
3	Crack & Joint Seal (Concrete Streets)	LF	629,615.00	0.165	103996.48
4	Project/Informational Signage	LS	1.00	500. ⁰⁰	500. ⁰⁰
				Total Bid:	105,636.48

Indicate form of proposer:

Sole Proprietor

Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)

Partnership

Corporation (Attach a Copy of Annual Registration Report with Proposal)

Other: _____

Full Legal Name of Proposer: Sweetens Sealing Services

Street Address: 450 E. 1st St. S.

City/State/Zip Code: Wright City, MO 63390

City of St. Charles business license number: _____

(if located within city)

Last 4 Digits of FEIN or SSN: 2361

Telephone: (636) 887-2332

Name: Lucas Ellis Title: Project Manager

Signature: [Signature] Date: 05/27/2025

Email Address: Lellis@sweetensconcrete.com

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sweetens Sealing Services, LLC
450 E 1st Street South
Wright City, MO 63390

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306

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

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

OWNER:

(Name, legal status and address)

City of St. Charles
200 N 2nd St. #2851
St. Charles, MO 63301

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

PROJECT:

(Name, location or address, and Project number, if any)

Annual Crackseal Project 2025

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.

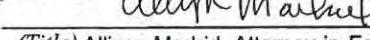
Signed and sealed this 28th day of May, 2025


(Witness)

Sweetens Sealing Services, LLC
(Principal) _____ *(Seal)*


(Title) Lucas Ellis, Project Manager

Merchants National Bonding, Inc.
(Surety) _____


(Title) Allison Madrid, Attorney-in-Fact




(Witness) Misty Leonard

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison Madrid; Crystal York; Louis A Landwehr; Misty Leonard; Shannon Burgess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

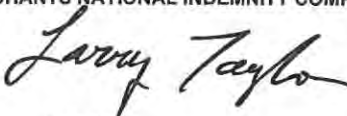
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2025

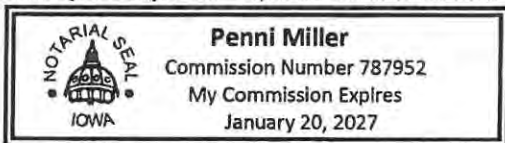


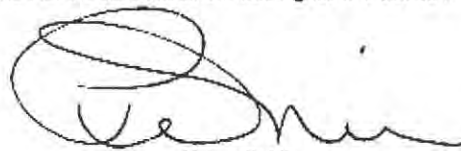
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of May, 2025




Secretary

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

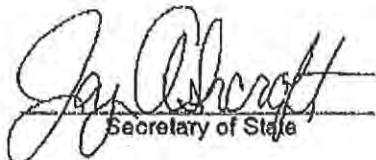
WHEREAS,

SWEETENS SEALING SERVICES LLC
LC014458588

filed its Articles of Organization with this office on the 24th day of April, 2023, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 24th day of April, 2023, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 24th day of April, 2023.


Secretary of State



BID FORM

COOPERATIVE PURCHASING ADDENDUM

1. Bidder agrees to extend the unit prices submitted to other entities who participate in Cooperative Purchasing with the City of Saint Charles, Missouri?

Yes No

2. Bidder agrees to extend the unit prices submitted to other entities (i.e. Homeowner's Associations, Subdivisions, etc.) that maintain private roadway within the City limits of the City of Saint Charles, Missouri?

Yes No

BIDDER/COMPANY NAME: Sweetens Sealing Services

AUTHORIZED SIGNATORY NAME: Lucas Ellis

AUTHORIZED SIGNATORY TITLE: Project Manager

SIGNATURE: Lucas Ellis

DATE: 05/27/2025

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:

Crafco (Roadsaver)

Warranty for Equipment/Materials and Work:

Crafco (Materials)

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.)

REFERENCES

Please provide references for similar work in the last 3 years (attach additional pages, if necessary).

Company: MoDot
Contact Person: Dean Fry
Phone: (314) 789-0981
E-Mail: Dean.Fry@modot.mo.gov

Company: CITY OF CHESTERFIELD
Contact Person: Trent Helland
Phone: (314) 680-9811
E-Mail: thelland@chesterfield.mo.us

Company: St. Charles County
Contact Person: Tom Reitz
Phone: (314) 496-3155
E-Mail: Treitz@sccmo.org

Company: CITY OF DES PERES
Contact Person: Steve Meyer
Phone: (314) 835-6020
E-Mail: Smeyer@desperesmo.org

Company: CITY OF TOWN & COUNTRY
Contact Person: Tim Randick
Phone: Randickt@town-and-country.org
E-Mail: (314) 306-7324

AIA[®] Document A312[™] – 2010

Performance Bond

Bond Number: 101468940

CONTRACTOR:

(Name, legal status and address)
Sweetens Sealing Services, LLC
450 E 1st Street South
Wright City, MO 63390

SURETY:

(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306

OWNER:

(Name, legal status and address)
City of St. Charles
200 N 2nd St. #2851
St. Charles, MO 63301

CONSTRUCTION CONTRACT

Date:
Amount: One Hundred Five Thousand Six Hundred Thirty-six & 48/100 (\$105,636.48)
Description:
(Name and location)
Annual Crackseal Project 2025

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.

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


BOND

Date: June 12, 2025
(Not earlier than Construction Contract Date)

Amount: One Hundred Five Thousand Six Hundred Thirty-six & 48/100 (\$105,636.48)
Modifications to this Bond: None See Section 16

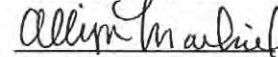
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Sweetens Sealing Services, LLC

Signature: 
Name and Title: Lucas Ellis (Project Manager)
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
Merchants National Bonding, Inc.

Signature: 
Name and Title: Allison Madrid, Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Winter-Dent & Company
PO Box 1046
Jefferson City, MO 65102
573-634-2122

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
N/A

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Int.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: N/A

Signature: N/A

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Int.

User Notes:

(1750432116)

AIA[®] Document A312[™] – 2010

Payment Bond

Bond Number: 101468940

CONTRACTOR:

(Name, legal status and address)
Sweetens Sealing Services, LLC
450 E 1st Street South
Wright City, MO 63390

SURETY:

(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306

OWNER:

(Name, legal status and address)
City of St. Charles
200 N 2nd St. #2851
St. Charles, MO 63301

CONSTRUCTION CONTRACT

Date:
Amount: One Hundred Five Thousand Six Hundred Thirty-six & 48/100 (\$105,636.48)
Description:
(Name and location)
Annual Crackseal Project 2025

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.

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

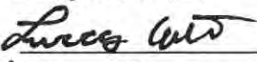
BOND

Date: June 12, 2025
(Not earlier than Construction Contract Date)

Amount: One Hundred Five Thousand Six Hundred Thirty-six & 48/100 (\$105,636.48)
Modifications to this Bond: None See Section 18

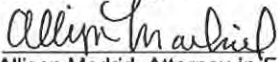
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Sweetens Sealing Services, LLC

Signature: 
Name and Title: Lucas Ellis
(Project manager)
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Merchants National Bonding, Inc.

Signature: 
Name and Title: Allison Madrid, Attorney-in-Fact
Title:



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Winter-Dent & Company
PO Box 1046
Jefferson City, MO 65102
573-634-2122

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
N/A

Int.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: N/A
Name and Title: _____
Address: _____

Signature: N/A
Name and Title: _____
Address: _____

Init.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

Allison Madrid; Crystal York; Louis A Landwehr; Misty Leonard; Shannon Burgess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

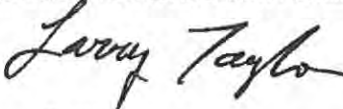
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2025.

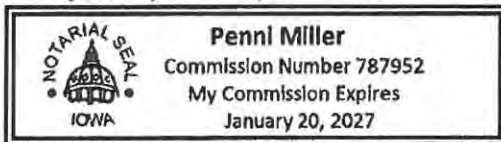



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of June, 2025.




Secretary





Insurance · Bonds · Employee Benefits · Financial Services

June 12, 2025

City of St. Charles
200 N 2nd St. #2851
St. Charles, MO 63301

RE: Sweetens Sealing Services, LLC
101468940
Annual Crackseal Project 2025

To Whom it May Concern,

Please accept this letter as your authority to date the bonds on the above captioned project to coincide with the date of the contract.

Once the contracts have been signed, I would appreciate receiving a copy of the contract and the dated bond for my file. You can email a copy to me at allison.madrid@winter-dent.com.

Sincerely,



Allison Madrid
Attorney-In-Fact

Enclosures



SWEECON-01

RTADSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2025

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

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

PRODUCER Winter-Dent 101 E McCarty Jefferson City, MO 65101	CONTACT NAME: Crystal York	
	PHONE (A/C, No, Ext): (573) 606-8243	FAX (A/C, No): (573) 636-7500
E-MAIL ADDRESS: Crysti.York@Winter-Dent.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : American Casualty Of Reading Pa		20427
INSURER C : Continental Insurance Company		35289
INSURER D : National Fire Ins of Hartford		20478
INSURER E :		
INSURER F :		

INSURED
Sweetens Concrete Services, LLC
Sweetens Sealing Services, LLC
 450 E 1st Street South
 Wright City, MO 63390

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		7094721578	1/30/2025	1/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COVERAGE PART P \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7094721550	1/30/2025	1/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7094721564	1/30/2025	1/30/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC794721581	1/30/2025	1/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
22STR38-Muegge Road Rehabilitation

CERTIFICATE HOLDER

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

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
Rachael Tadson

Certificate Of Completion

Envelope Id: AA983F49-EC8C-46E6-A0DA-E0F86644F0ED

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf- SWEETENS SEALING SERVICES, LLC

Source Envelope:

Document Pages: 26

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Pat Lilly

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

patricia.lilly@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Pat Lilly

Location: DocuSign

6/12/2025 2:00:15 PM

patricia.lilly@stcharlescitymo.gov

Signer Events

John Phillips

john.phillips@stcharlescitymo.gov

Utilities Superintendent

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



John Phillips
0188C8C0235D489...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Timestamp

Sent: 6/12/2025 2:04:37 PM

Resent: 6/17/2025 7:11:07 AM

Viewed: 6/17/2025 7:30:23 AM

Signed: 6/17/2025 7:30:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)



DS
Willie Hantack

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Sent: 6/17/2025 7:30:44 AM

Viewed: 6/18/2025 8:00:25 AM

Signed: 6/18/2025 8:02:20 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:
Paul Feldmann
CA2B397B773142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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Viewed: 6/18/2025 8:27:14 AM

Signed: 6/18/2025 8:35:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)



DS
Mary Ann Ohms

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 6/18/2025 8:35:30 AM

Viewed: 6/18/2025 9:03:03 AM

Signed: 6/18/2025 9:03:32 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events**Signature****Timestamp**

Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
Assistant City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign


DocuSigned by:

25D56664397942C...

Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

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Viewed: 6/18/2025 9:15:19 AM
Signed: 6/18/2025 9:15:38 AM


Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:

C5FB3E8A40BE40D...

Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

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Viewed: 6/18/2025 9:17:30 AM
Signed: 6/18/2025 9:20:07 AM

Lawrence S. Dobrosky, Jr.
lawrence.dobrosky@stcharlescitymo.gov
Director of Administration
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:

3ED5A81A58084AA...

Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Sent: 6/18/2025 9:20:10 AM
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Signed: 6/18/2025 9:37:40 AM

Emily B. Galantowicz
emily.galantowicz@stcharlescitymo.gov
Assistant City Clerk
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 6/18/2025 9:37:43 AM
Viewed: 6/18/2025 9:43:01 AM

Daniel J. Borgmeyer
dan.borgmeyer@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kim Hudson
kimberly.hudson@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/18/2025 9:20:09 AM
Viewed: 6/18/2025 9:32:43 AM

Amy Milstead
amy.milstead@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/12/2025 2:04:37 PM
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Payment Events	Status	Timestamps
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CITY OF ST. CHARLES
INTERDEPARTMENTAL COMMUNICATION

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: June 13, 2025

Subject: Monies collected and deposited May, 2025

Remarks: The Municipal Division collected and deposited a total of **\$97,896.69** from the court during the month of ***May, 2025***

GRAND TOTAL DISBURSED TO CITY FOR MAY, 2025 \$86,869.22

MISSOURI JUDICIARY
ST. CHARLES CITY MUNICIPAL
CIRCUIT COURT DISBURSEMENT LISTING
SUMMARY REPORT
FROM 01-May-2025 TO 31-May-2025

ST CHARLES CITY MUNICIPAL
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Restitution	5034	1,509.98	(4)
Due To Debt Collection	5074	1,933.88	(13)
Clerk Fee-Municipal	6002	2,469.60	(1)
Court Automation	6008	3,538.32	(1)
CVC Surcharge State	6016	3,596.91	(1)
CVC Surcharge Muni	6018	76.15	(1)
Law Enf Arrest-Local	6020	1,785.27	(1)
LET-County	6022	1,011.50	(1)
POST-State	6024	505.45	(1)
Dom Viol - Muni	6032	2,022.52	(1)
Fine-Muni Ordin Other	6040	25,423.09	(1)
Inmate Security Fund	6056	1,013.50	(1)
Overpayment	6068	1.50	(1)
Clerk Fee-E/R	6102	3,584.07	(1)
CVC Surcharge-E/R	6118	110.52	(1)
Fines-E/R	6141	28,157.50	(1)
Overpayments Detail Code	7506	40.82	(3)
Bond Forfeit-E/R	9201	11,914.00	(1)
Bonds Forfeited	9202	9,300.00	(1)
Bonds Refunded	9204	1,825.02	(18)
Total Checks Voided			
Checks Without APDC Code		0.00	(2)
Due To Debt Collection	5074	-97.89	(1)
Net Cash Out		99,721.71	(57)

- 1,825.02 Bond Refunds
97,896.69 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: May 1, 2025 - May 31, 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		159	8,047	2,168
B. Cases (citations/informations) filed		5	457	44
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	1
4. plea of GUILTY in court		7	348	55
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	144	0
6. dismissed by court		0	15	6
7. <i>nolle prosequi</i>		0	27	6
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		7	534	68
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		157	7,970	2,144
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	799	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	450	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	6,999			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: May 1, 2025 - May 31, 2025
--------------------------	--	--

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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.	
Fines - Excess Revenue	\$28,157.50	Court Automation	\$3,538.32
Clerk Fee - Excess Revenue	\$3,584.07	Due To Debt Collection	\$1,835.99
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$110.52	Law Enf Arrest-Local	\$1,785.27
Bond forfeitures (paid to city) - Excess Revenue	\$11,914.00	Overpayment	\$1.50
Total Excess Revenue	\$43,766.09	Overpayments Detail Code	\$40.82
		Total Other Disbursements	\$7,201.90
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$97,896.69
Fines - Other	\$25,423.09	Bond Refunds	\$1,825.02
Clerk Fee - Other	\$2,469.60	Total Disbursements	\$99,721.71
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$505.45		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,596.91		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$76.15		
Law Enforcement Training (LET) Fund surcharge	\$1,011.50		
Domestic Violence Shelter surcharge	\$2,022.52		
Inmate Prisoner Detainee Security Fund surcharge	\$1,013.50		
Restitution	\$1,509.98		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$9,300.00		
Total Other Revenue	\$46,928.70		

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 7/1/2025

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): N/A

Description:

Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (City Clerks Department)

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:


Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA Prepared by CEK On Behalf of NA Dept. Dir.: 



RECORDS DESTRUCTION FORM

Purge Date: _____ *(to be completed by City Clerk staff)*
Department: City Clerk's Department

DATE	SECTION USED TO DETERMINE RETENTION SCHEDULE	NAME OF RECORDS	YEAR(S) OF RECORDS	MINIMUM RETENTION PERIOD
6/17/2025	GS 021	Charter Review/Meeting Records Cassette Tapes	1997 - 1998	Retain For 1 Year Destroy

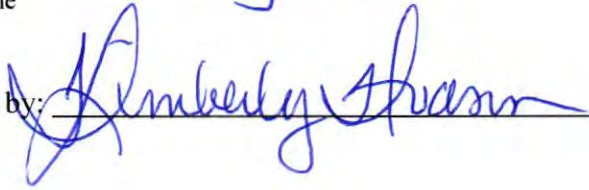
GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Chris Kalips

Date: 6/17/25

Approved by: Kimberly Hudson
Printed Name

Date: 6/17/25

Approved by: 
Signature

Ham
6/17/2025

RCA FORM (OFFICE USE ONLY)

Bill # 13988

MEETING/DATE: 6/17/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Bart Haberstroh

Description:

AN ORDINANCE AMENDING ORD #24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #8).

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 eighth budget amendment for the year 2025.

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

Fiscal Impact: _____ N/A _____ N/A

Account #: Multiple - Please see details in Bill

Project #: _____

RCA prepared by: js Dept. Dir. Gao Finance Dir. Gao Dir. of Admin. (signature)

Bill No. 13988

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 #8)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as follows:

SECTION 1. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
001-000-000-431-999	Grant Federal Other	\$24,161.00	
514-000-000-450-205	Other Reimbursed Expense	\$675,625.00	
218-000-000-431-999	Other Federal Grant	\$8,353.00	

SECTION 2. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 3. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
759-727-113-761-099	St. Charles Fare Expenses	\$5,000.00	
218-180-821-769-422	Other Expenses Outreach	\$8,353.00	25FNDRY021
514-502-502-733-099	Other Professional Services	\$675,625.00	25ENGWW005
215-500-572-743-014	Repair & Maintenance Sewer Line	\$250,000.00	
001-140-402-874-199	Machinery & Equipment Other	\$24,161.00	

SECTION 4. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
001-010-011-769-001	Other Expenses Mayor's Directive	\$5,000.00	

SECTION 5. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 6. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
215-321-001	Sewer Lateral Fund Balance	\$250,000.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 6/9/2025
Holly Magdziarz, City Attorney Date

City Clerk



Discover.

June 17, 2025

TO: Members of City Council
FROM: Finance Department
SUBJECT: Proposed Amendment to the 2025 Budget
Budget Amendment #8

The following budget amendment summary is presented for your consideration.

ST CHARLES FARE

- The Mayor would like to transfer \$5,000.00 from the Mayor's Directive budget to help with expenses associated with the St. Charles Fare Event, a new City special event. We are requesting a decrease of \$5,000.00 in Other Expenses Mayor's Directive and an increase in the St. Charles Fare General Supply budget.

GRANTS

- The Foundry has been awarded \$8,353.00 in grant funds from Creative Forces Community Engagement Grant Program. These funds will be used to host a workshop at the Foundry and another workshop at the St. Peters Cultural Arts Centre. We are requesting an increase of \$8,353.00 in Other Federal Grant Revenue and a corresponding increase in Outreach Expenses.
- The Fire Department was awarded several urban and search rescue supplies through a STARRS Grant worth \$24,161.00. We are requesting an increase in grant revenue for \$24,161.00 and a corresponding increase in specialized equipment expense.

DEVELOPER FUNDED STUDY

- The Engineering Department received \$675,625.00 from a developer to be used for a water and sewer demand study. We are requesting an increase of \$675,625.00 in Expense Reimbursement Revenue and a corresponding increase in Other Professional Services Expense.

Finance Department

City of Saint Charles
200 North Second Street
Saint Charles, MO 63301
636.949.3280

FUND BALANCE

- The Public Works Department is requesting an additional \$250,000.00 in fund balance to cover the cost of sewer lateral line repairs for the remainder of the year. We have already expensed \$268,932 this year.

RCA FORM (OFFICE USE ONLY)

Bill # 13989

MEETING/DATE: 6/17/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 7

Sponsor(s): Brian Gould

Description:

Authorization to acquire 0.47 acres of vacant property at West Randolph Street adjacent to City of Saint Charles Animal Shelter by donation.

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

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

Summary:

West Randolph Street is a dead-end roadway with a cul-de-sac west of the City's Animal Shelter at 2835 West Randolph Street. Directly adjacent to the west of the City's Animal Shelter is a 0.47 acre tract of vacant residential property owned by Richard and Sally Montgomery. The St. Charles County parcel ID is 6-001D-4456-00-0025.0000000. This property is heavily wooded making it difficult and expensive to develop; and therefore has remained vacant. The current property owners are willing to donate the property to the City. The property is adjacent to existing City owned property and right of way and could be beneficial for future City uses. This ordinance will allow the City to move forward with acquiring the real property interests for this property via gift/donation.

Staff recommends approval of this Ordinance.

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/GC Dept. Dir. MA For DM Finance Dir. Qao Dir. of Admin. 9

LOCATION MAP

VACANT PROPERTY AT WEST RANDOLPH STREET



Bill No. 13989

Ordinance No. _____

Sponsor: Brian Gould

AN ORDINANCE AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ST. CHARLES, MISSOURI, TO ACCEPT A DONATION OF 0.47 ACRES OF VACANT LAND AT WEST RANDOLPH STREET ADJACENT TO EXISTING CITY-OWNED PROPERTY AND WEST OF THE CITY OF ST. CHARLES ANIMAL SHELTER.

Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. The City of St. Charles, Missouri hereby accepts a gift of land from Richard L. Montgomery and Sally L. Montgomery, husband and wife, which is located adjacent to existing City-owned property and west of the City's Animal Shelter on West Randolph Street.

SECTION 2. The land is more particularly described in attached Exhibits A and B.

SECTION 3 The Mayor, City Clerk and City Staff are hereby authorized and directed to perform all acts necessary to acquire legal title to the property.

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 6/9/2025

Holly Magdziarz, City Attorney Date

City Clerk



EXHIBIT A

TRACT 10

LOT - VILLAGE DUCHESNE SUBDIVISION

PART OF LOT NUMBERED TWENTY-FIVE (25) OF VILLAGE DUCHESNE SUBDIVISION LOCATED WITHIN BLOCK NO. 4 OF EVANS SURVEY OF ST. CHARLES COMMONS, TOWNSHIP 47 NORTH, RANGE 5 EAST, AS SAID LOT IS MARKED AND DESIGNATED ON A PLAT OF SAID SUBDIVISION FILED FOR RECORD IN PLAT BOOK NO. 4 AT PAGE 157, IN THE OFFICE OF THE RECORDER OF DEEDS FOR THE COUNTY OF ST. CHARLES, MISSOURI, MORE PARTICULARLY DESCRIBED TO WIT: BEGINNING AT THE EASTERNMOST CORNER OF SAID LOT 25 OF VILLAGE DUCHESNE SUBDIVISION AT AN IRON STAKE LOCATED THEREAT, THENCE N. $46^{\circ} 22'$ W. TWO HUNDRED FORTY-ONE AND THREE HUNDRED TWENTY-THREE ONE-THOUSANDTHS (241.323') FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN CONVEYED, THENCE ONE HUNDRED TWENTY-SEVEN AND EIGHTEEN ONE-HUNDREDTHS FEET (127.18') TO THE WESTERNMOST POINT OF SAID LOT 25, THENCE ON AN ARC TO THE LEFT, WHICH ARC HAS A LENGTH OF ONE HUNDRED SEVENTY-ONE AND NINETY-ONE ONE-HUNDREDTHS (171.91') FEET, A RADIUS OF TWO HUNDRED TWENTY-TWO AND SEVENTEEN ONE-HUNDREDTHS (222.17') FEET AND AN ANGLE OF $44^{\circ} 20'$ TO AN IRON PIPE, THENCE ON AN ARC TO THE LEFT, WHICH ARC HAS A LENGTH OF SIXTY-EIGHT AND EIGHT HUNDRED AND SEVENTEEN ONE-THOUSANDTHS FEET (68.817'), A RADIUS OF 287.60 FEET AND AN ANGLE OF $13^{\circ} 42' 47''$ TO A POINT, THENCE N. $75^{\circ} 12'$ E. ONE HUNDRED ONE AND EIGHT ONE-HUNDREDTHS (101.08') FEET TO A POINT, THENCE N. $43^{\circ} 11'$ E. ONE HUNDRED THIRTY-FIVE AND TWENTY-THREE ONE-HUNDREDTHS (135.23') FEET TO POINT OF BEGINNING OF THE TRACT HEREIN CONVEYED.

EXHIBIT A

LOCATION MAP

VACANT PROPERTY AT WEST RANDOLPH STREET



RCA FORM (OFFICE USE ONLY)

Bill # 13990

MEETING/DATE: 6/17/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Michael Galba, Bart Haberstroh

Description:

Case No. TA-2025-05. (City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances specifically to repeal and replace the Sign Code (Article XVI) as well as update other sections to the City Code concerning a new Sign Code.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

In 2024, the City Council approved funding for the Community Development Department to hire a consultant to accomplish a comprehensive re-write of the City's Sign Regulations (Article XVI of Chapter 400). The main drivers of this project was to formally adopted regulations which are compliant with recent case law (sign content neutrality), create additional flexibility in the sign code as well as improving the readability (enforcement by City Staff and understanding by the community). In addition to an internal review, the City (with our consultant) also met with Key Stakeholders (residents, business owners and industry experts) to review the current code and possible solutions for identified issues as well as multiple City Council work sessions. Upon the completion of these efforts, as well as multiple drafts, City staff is pleased to bring forward the completed document for formal adoption.

The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting where City Staff presented the new code and there were no speakers from the public on this application. The application was forwarded with a unanimous recommendation for approval (6 in favor, 0 opposed) as submitted.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #10

Memorandum

To: Planning and Zoning Commission

From: John Boyer, Assistant Director of Community Development/Planning Manager

Meeting Date: June 9, 2025

Subject: Case No. TA-2025-05. (The City of St. Charles) (City of St. Charles) An application to amend Chapter 400 Zoning Code of the Code of Ordinances specifically to repeal and replace the Sign Code (Article XVI) as well as update other sections to the Zoning Ordinance concerning a new Sign Code.

In 2024, the City Council approved funding for the Community Development Department to hire a consultant to accomplish a comprehensive re-write of the City's Sign Regulations (Article XVI of Chapter 400). The main drivers of this project was to formally adopt regulations which are compliant with recent case law (sign content neutrality), create additional flexibility in the sign code as well as improving the readability (enforcement by City Staff and understanding by the community). The City went through the formal competitive bidding process to identify a consultant and after thorough review, awarded the project to White & Smith, LLC, a nationally recognized firm whom specializes in Sign and Zoning matters.

Staff immediately began the undertaking of reviewing the current document as well as understanding the legal framework needed to meet current legal standards. In addition to this internal review, the City (with our consultant) also meet with Key City Stakeholders (residents, business owners and industry experts) to review the current code and identify issues as well as solutions for the new code. In addition to the stake holder meeting, City staff and our consultant held a City Council work session explaining the process, the goal of this project as well as overall proposed changes for the new Sign Code. Upon the completion of these efforts, as well as multiple drafts, City Staff is pleased to bring forward the completed document for formal adoption.

While the proposal is extensive, there are key items staff would like to draw the Commission's attention (these will be discussed in more depth at the meeting during staff's presentation):

1. The proposal is a legally defensible and up-to-date document;
2. No changes are proposed to any sign standards (size, placement, etc.) within the Historic District, minus the addition of new Design Standards for A-Frames Signs;
3. The addition of more graphics and tables to ease understanding and the interpretation of the Code for all readers.
4. Maintain the ability for Pole Signs adjacent to Highway Frontage (important consideration identified by our stake holder meeting);
5. New standards should greatly reduce variance requests concerning signage:
 - Larger commercial/industrial ground monuments are proposed over current code (minimum of 50 sqft proposed in lieu of current 24sqft);
 - Larger attached building-mounted signs outside the Historic Districts:
 - Current code permits lower sizes in lieu of a more industry standard size being proposed using percentage of elevation to ensure proportionality and maintaining

aesthetic standards of the community.

Part of this review also identified a number of other code sections outside the Sign Code which were recommended for review by our consultant. These sections are included/proposed to remove signs regulations anywhere outside the Sign Code. Additional sections included in this proposal for amendment:

1. Section 215.1100 Sale of Fireworks;
2. Section 400.140 "A" Agricultural District (advertising for Day Cares);
3. Section 400.150 "R-1C," "R-1D," "R-1E" Single-Family Residential Districts (advertising for Day Cares);
4. Section 400.190 "O-I" Office Institution District (signage related to Halfway Houses);
5. Section 400.330 "SMPD" South Main Preservation District (correct reference section to new Article)
6. Section 400.420 Bed-And-Breakfast Establishment
7. Section 400.430 Home Occupations
8. Section 400.480 Temporary Retail Sales And Outdoor Display of Merchandise (signage for special events);
9. Section 400.490 Sidewalk Café – Definitions, Standards And Criteria;
10. Section 400.1870 Clothing Drop Boxes;
11. Chapter 640, Article II Garage Sales, Section 640.050 Advertising (garage sale signage); and,
12. Chapter 665 Sexually Oriented Business Regulations, Article II, Section 665.070 Sign Regulations.

While the above code sections will be part of the overall ordinance to amend/approved the new Sign Code, the Planning and Zoning Commission only has authority over items under Chapter 400 (Chapter 215, 640 and 665 will be amended by City Council in the final bill/ordinance); however, these sections have been provided to the Commission for context.

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 June 17, 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 draft language that provides the new code (which will formally repeal and replace the existing Sign Code) as well as struck-through text for removal and underlined text for new language in the existing code sections outside the Sign Code.

Staff Recommendation

Staff recommends the City formally adopt the new sign code as presented and make the other necessary code changes. As noted this change will bring our current code into legal compliance (content neutral), provide flexibility to businesses and increase the readability of this section of the Code.

Recommended Motion

Motion to forward a recommendation of approval to City Council for application TA-2025-05, as submitted.

Article XVI Sign Regulations

Division 1 General Provisions

Section 400.1370 Purpose

This Article establishes a comprehensive and balanced system to regulate the location, type, size, height, number, duration of display, design, construction, installation, maintenance, and removal of signs to:

- A. Encourage the effective and efficient use of signs as a communication tool;
- B. Create an appealing cityscape that is free of overly distracting visual clutter and nuisance signs;
- C. Enhance traffic safety and protect the public health, safety, and welfare; and
- D. Protect state and federal constitutional rights to free speech.

Section 400.1380 Applicability

- A. This Article applies to all new and existing signs located in the City unless they are exempted by this Article or by federal or state law.
- B. Permit Required. Except as otherwise provided in this Article, no sign shall be erected, enlarged, altered (except for normal maintenance), replaced, or relocated without obtaining a sign permit.
- C. Prohibited Signs. No sign shall be constructed, installed, operated, displayed, or otherwise used in a time, place, or manner that this Article prohibits.
- D. General Districts. Section 400.1450 provides general on-premises sign standards for all General Districts in the City, listed in Division 1 of Article II of the Zoning Ordinance.
- E. Superimposed Districts.
 - 1. Division 3 of this Article provides specific design standards and allowances for the City's Superimposed Districts listed in Division II of Article II of the Zoning Ordinance to preserve the unique and historical character of these areas.
 - 2. The standards of Division 3 of this Article control over any standards in Section 400.1450 for the same sign type. If Division 3 of this Article does not provide an applicable standard, then the general standard for the sign type for the General District controls.
- F. Planned Developments. The City Council may vary the standards of this Article in the ordinance adopting a Planned Development District or in the approved regulating plan or SmartCode for the development. The sign standards of the ordinance, plan, or SmartCode take precedence over the standards of this Article.

Section 400.1390 Definitions

When used in this Article, the following terms have the following meanings unless the context clearly indicates or requires a different meaning.

BALLOON

A nonporous object of light material that is filled with air or a gas lighter than air so that the object floats in the atmosphere at the end of a cable, wire, or rope. A balloon does not include an inflatable sign.

BILLBOARD

A permanent, off-premises sign or sign structure on which a person places copy on a poster or panel mounted on a pole or metal structure. Typically, a billboard has one of the following configurations: (1) wood posts or pole supports with dimensional lumber as the secondary support (A-frame) with a wood or metal catwalk with display panels, (2) steel A-frame constructed with angle iron or steel supports with metal framing, catwalk, with display panels, (3) multi-mast structure constructed with steel poles, I-beam, or equivalent member as the primary support, with a catwalk, and display panels, or (4) monopole structure constructed with tubular steel support, tubular steel framing, metal catwalk and display panels with a concrete foundation.

BILLBOARD, ELECTRONIC

A billboard upon which alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the display area, including computer programmable, microprocessor controlled electronic displays and projected images or messages with these characteristics.

BILLBOARD, ELECTRONIC

A billboard upon which alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the display area, including computer programmable, microprocessor controlled electronic displays and projected images or messages with these characteristics.

DIRECTOR

Director of Community Development or their designee.

FLAG

A piece of durable fabric or other flexible material with distinctive colors and patterns mounted by attaching one side to a freestanding or attached pole so that the wind causes the full display of the flag.



Figure 1: Flag

HLPARB

The Historic Landmarks Preservation and Architectural Review Board of the City of Saint Charles, Missouri.

ILLUMINATION, INDIRECT

The partial or complete illumination of a sign at any time by a light source shielded from a viewer on the ground.

ILLUMINATION, INTERNAL

The illumination of a sign with a light source located inside or behind the sign face that transmits light through a translucent sign face or surface surrounding the sign face.

MULTI-TENANT DEVELOPMENT

A non-residential or mixed-use development that includes two (2) or more businesses, places, organizations, or persons on one common development site. Examples include a commercial center, an office park, or a multi-story multi-tenant building.

MURAL

A decorative hand-produced sign where paint or tile is applied to the exterior wall of a building or structure.

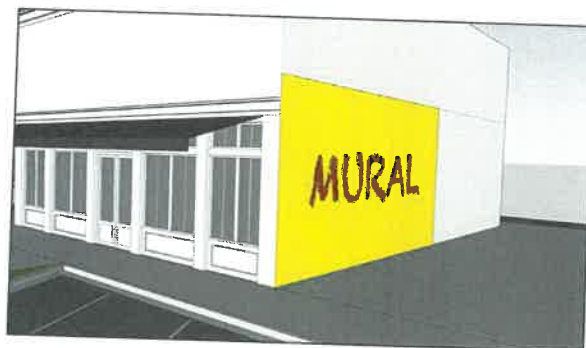


Figure 2: Mural

PERSON

Any person or persons or entity, including, but not limited to, a corporation, limited liability corporation, partnership, unincorporated association, or joint venture.

SEARCHLIGHT

A powerful light or lights equipped with a reflector to produce a bright beam or beams that are directed into the sky and that may rotate.

SIGN

A visual display of an object, device, or structure that includes elements such as colors, lights, motion, symbols, images, icons, letters, numerals, figures, characters, or combines any of those elements, that a person intends to communicate, advertise, identify, announce, direct, inform, or attract attention. The term “sign” includes a structure used to support or display a sign.

SIGN, A-FRAME

A temporary, portable, freestanding sign in the shape of the letter "A" when viewed from the side with back-to-back sign faces, an easel, or a similar configuration. Commonly referred to as a sandwich board sign.

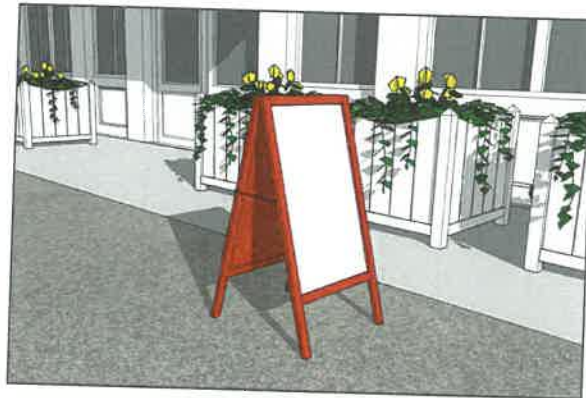


Figure 3: A-Frame Sign

SIGN, AWNING

A permanent, on-premises sign that is printed, painted, or affixed to an awning.



Figure 4: Awning Sign

SIGN, BANNER

A sign painted, printed, or permanently affixed on cloth or other lightweight, flexible material.



Figure 5: Banner Sign

SIGN, BUILDING-MOUNTED

A permanent, on-premises sign that is directly attached to the facade or face of a building. Types of building-mounted signs include wall signs, projecting signs, awning signs, window signs, and freestanding canopy signs.

SIGN, CHANGEABLE COPY

A freestanding or attached sign that includes a manually changeable readerboard to display changeable letters, text, or copy.

SIGN, DOUBLE-FACED

A sign with two (2) surfaces placed back-to-back or V-shaped with a common angle not greater than ninety degrees (90°).

SIGN, ELECTRONIC MESSAGE

A sign or billboard that incorporates a digital screen to display characters, letters, or illustrations that can be electronically changed or rearranged without altering the face or the surface of the sign.

SIGN, FEATHER

A banner in the shape of a feather, quill, sail, blade, or teardrop that is mounted on one side to a curved solid or flexible pole that displays the sign regardless of wind conditions. These are also known as “quill signs” or “sail banners.”

SIGN, FREESTANDING

An on-premises sign erected or mounted on its own self-supporting, permanent structure or base detached from any supporting elements of a building.

SIGN, FREESTANDING CANOPY

A permanent, on-premises sign that is affixed to the exterior facing surface of a freestanding canopy.



Figure 6: Freestanding Canopy Sign

SIGN, ILLUMINATED

Any sign whose design or installation incorporates artificial light, including indirect illumination and internal illumination.

SIGN, INCIDENTAL

A small permanent on-premises sign that is freestanding or attached to a building that is in addition to the primary sign types for the property, such as wall signs and freestanding signs, and that has a height and scale that is subordinate to the primary sign types allowed for the property. Examples of typical incidental signs include house numbers, occupant directories, directional signs, flags, and parking signs. The list of examples is provided to clarify the regulations and does not limit the content of incidental signs.

SIGN, INFLATABLE

An object where flexible fabric is inflated with air. These objects are designed in various shapes and may include a portable blower motor that provides a constant flow of air into the device.

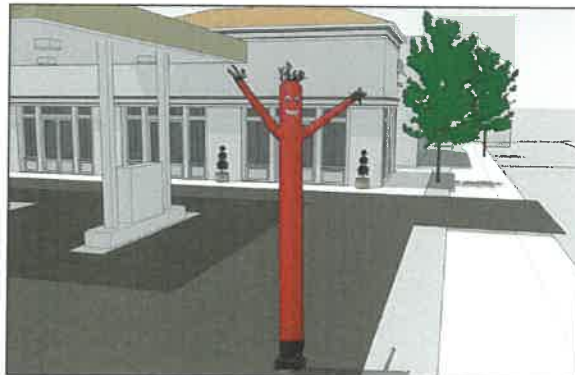


Figure 7: Inflatable Sign

SIGN, INTERIOR INCIDENTAL

A sign allowed within a lot and not allowed within the applicable sign setback. This Code provides for two types of interior signs: small and large interior signs.

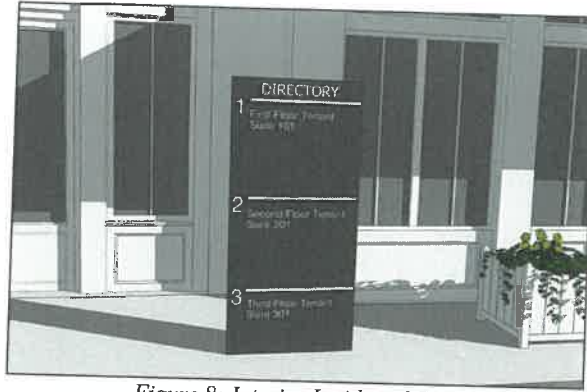


Figure 8: Interior Incidental Sign

SIGN, MONUMENT

A permanent freestanding sign with a low profile and a base and support structure with a solid appearance that is at least as wide as the width of the widest part of the sign's face.



Figure 9: Monument Sign

SIGN, OFF-PREMISES/OFF-SITE

A sign that directs attention to a business, organization, product, commodity, service, entertainment, or attraction sold, offered, or existing elsewhere than upon the same lot where such sign is displayed. "Off-premises/off-site sign" includes a billboard on which space is leased, rented, or donated by the owner to others to convey a commercial or non-commercial message.

SIGN, ON-PREMISES/ON-SITE

A sign that directs attention to a business, organization, product, commodity, service, entertainment, or attraction sold, offered, or existing upon the same lot where such sign is displayed.

SIGN, PERIMETER INCIDENTAL

A sign allowed between the property line and the applicable sign setback. Examples of typical perimeter incidental signs include directional and entry/exit signs. The list of examples is provided to clarify the regulations and does not limit the content of incidental signs. The City will not review the content of incidental signs.



Figure 10: Perimeter Incidental Sign

SIGN, PERMANENT RESIDENTIAL DEVELOPMENT

A permanent freestanding sign located in a landscaped area adjacent to the entrance drive or road to a residential development, including recorded subdivisions, multi-family dwellings, and mobile home and trailer parks. An example of a residential development sign is one that identifies the name or phase of development, sometimes incorporating architectural or landscape features. The example is provided to clarify the regulations and does not limit the content of residential development signs.

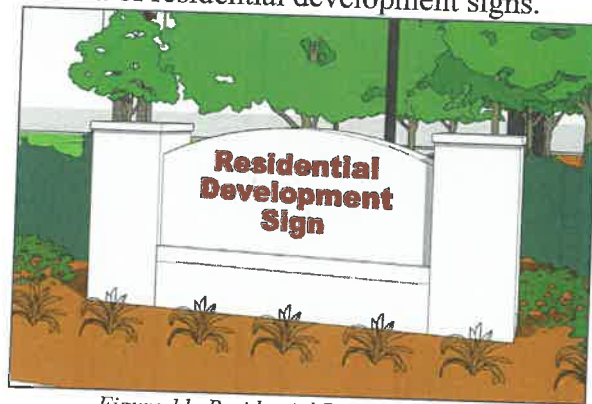


Figure 11: Residential Development Sign

SIGN, POLE

A permanent freestanding sign supported by one or more poles or vertical members that are less wide than the width of the widest part of the sign's face.

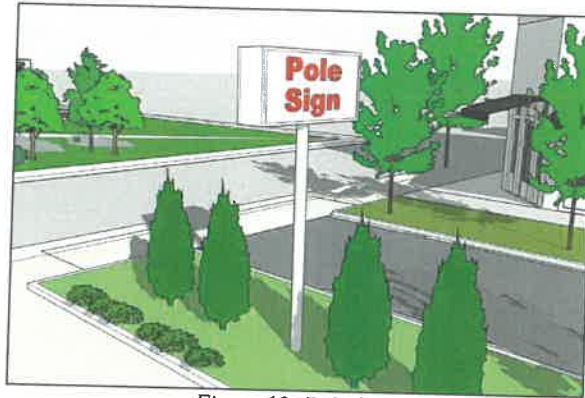


Figure 12: Pole Sign

SIGN, PORTABLE

Any sign not permanently affixed to any structure on a site, permanently ground-mounted, or firmly implanted in the ground. Examples of portable signs include A-frame signs and roadside signs.

SIGN, PROJECTING

A permanent, on-premises sign attached to or erected against the wall of a building that projects at least 12 inches from the wall and has faces perpendicular to the plane of the wall.

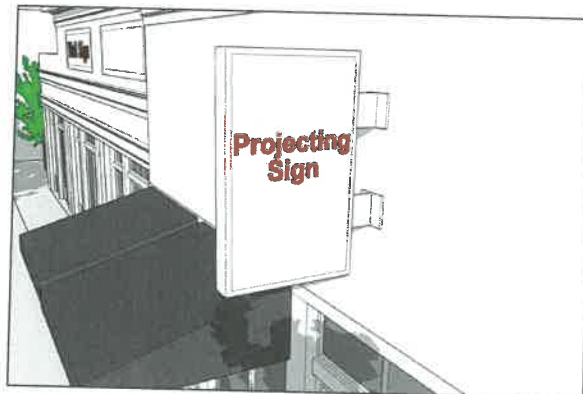


Figure 13: Projecting Sign

SIGN, ROADSIDE

A portable sign where the sign support structure consists of legs, wheels, or a trailer. This sign type includes a metal cabinet with a readerboard and is generally internally illuminated. These signs sometimes include an illuminated, flashing arrow above the sign face. Also commonly referred to as a flashing arrow sign.

SIGN, ROOF-MOUNTED

A sign that projects above the highest point of the roof line or parapet of a building.

SIGN, TEMPORARY

A sign constructed of cloth, canvas, light fabric, cardboard, wood, wallboard, metal, or other light materials, with or without frames, and displayed for a limited time only.

Temporary signs include banners, feather signs, inflatable devices, stake signs, and post signs. Examples of common temporary signs include political signs, public demonstration signs, yard sale signs, grand opening signs, contractor signs, real estate signs, and signs that announce a special event. The list of examples does not limit the content of temporary signs.

SIGN, UNAUTHORIZED

A sign located in the City right-of-way or on City property without City permission.

SIGN, VEHICLE

A sign attached to, suspended from, or painted on any vehicle, such as motor vehicles, boats, and trailers that are regularly parked on private property or any street and where the primary purpose in parking the vehicle in the location is to display, demonstrate, and advertise or attract the attention of the public.

SIGN, WALL

A permanent, on-premises sign attached to or erected against the wall of a building with the exposed face of the sign in a parallel plane to the plane of the wall.

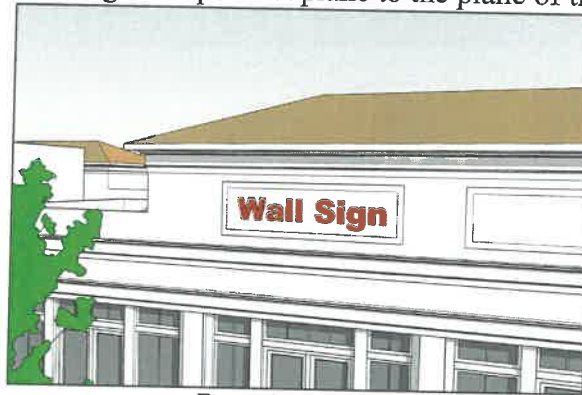


Figure 14: Wall Sign

SIGN, WINDOW

A permanent, on-premises sign placed, posted, painted, or affixed in a window or glass door. Window signs include any printed wraps or opaque or semi-opaque treatments applied directly to the windows. A window sign includes any sign that is located inside a building, that is one (1) foot or less from a window or glass door, and that is clearly visible from outside the building.



Figure 15: Window Sign

Section 400.1400 Exempt Signs

The following types of signs are exempt from the permitting and allowance limitations of this Article but are subject to the maintenance, abandonment, and enforcement regulations:

- A. Government Signs. Signs erected by or on the order of the Federal, State, County, or City Government;
- B. Traffic Control Devices. Official traffic control devices on public or private property required or allowed by the Manual of Uniform Traffic Control Devices or other officially recognized manual on traffic signs adopted in this State or by the City of St. Charles;
- C. Required Signs. Any sign or device that the Federal, State, County, or City Government requires to be erected, maintained, or displayed;
- D. Signs up to One Square Foot. Signs with an area of up to one (1) square foot. A person shall not place these signs in the right-of-way of any public street. Multiple small signs that effectively function together as a larger sign must comply with the standards of this Article.
- E. Indoor Signs. Signs located within a building or structure and at least one (1) foot inside a window for the building or structure.

Section 400.1410 Prohibited Signs

Signs that this Article does not specifically authorize are prohibited. The following signs are expressly prohibited:

- A. Non-governmental signs in the public right-of-way or on public property, except as otherwise provided and except for approved banner signs installed pursuant to the City's banner program guidelines;
- B. Roof-mounted signs;
- C. Signs with intermittent or flashing illumination, animated or moving parts, or signs that emit sound, except for electronic message signs permitted under this Article;

- D. Devices that project text, images, or patterns onto a surface, such as projectors and other light sources;
- E. Freestanding changeable copy signs, except as otherwise provided;
- F. Banners, pennants, streamers, balloons, flags, searchlights, strobe lights, beacons, feather signs, inflatable signs, and perimeter window lighting, except as otherwise provided;
- G. Banners and other signs mounted on service bay doors or garage doors;
- H. Any sign that obscures an official traffic control sign or device;
- I. Signs mounted on or attached to trees, utility poles, rocks, or City-owned property, except as otherwise provided;
- J. Signs placed on private property without the property owner's written approval;
- K. Off-premises/off-site signs, except as allowed in this Article;
- L. Portable signs, except as allowed in this Article;
- M. Painted plywood signs; and
- N. Vehicle signs, where signs are placed on or affixed to vehicles or trailers parked on private property and that are visible from a public right-of-way, where the primary purpose of the vehicle is to display the sign.
 - 1. The prohibition of vehicle signs does not limit or prohibit signs placed on or affixed to the exterior or the windows of vehicles and trailers, where the sign is incidental to the primary use of the vehicle or trailer for transportation by the vehicle owner or business.
 - 2. While other factors may also establish a violation, a vehicle presumptively violates this provision if the first three criteria below are met and there is no compelling reason to justify the presence of the vehicle at the location as provided in the fourth criterion below. For the purposes of this prohibition, a vehicle is considered to function primarily as a sign when:
 - a. The vehicle is parked at a prominent location on the lot;
 - b. The sign is easily read by a person in the right-of-way;
 - c. The vehicle is parked at the same or similar locations for several hours during the same day or for several days during the same week; and
 - d. There are no stated or apparent reasons, other than its function as a sign, that justify the presence of the vehicle at that location.

Section 400.1420 Content Neutrality and Substitution

A. Content Neutrality.

1. Despite any other provision of this Article, the content of a sign's message does not limit its permissibility under this Article.
2. However, location-based standards, such as on- and off-premises sign regulations, do apply. Off-premises signs are not allowed unless specifically authorized in this Code.

B. Substitution Allowed. Any sign allowed to display a commercial message may contain any non-commercial message. Any sign allowed to display a non-commercial message may contain any other non-commercial message.

Section 400.1430 Sign Districts and Interpretation of Tables

A. Sign Districts. This Article generally regulates sign characteristics by district. Since many of the City's zoning districts have common characteristics for the purposes of sign regulations, this Section combines the City's zoning districts into common sign districts to simplify the regulations. Table Section 400.1430.1: *Sign Districts* designates the zoning districts included in each sign district.

Table Section 400.1430.1: Sign Districts	
Sign District	Zoning Districts
Residential	"A" Agricultural District "R-1C", "R-1D" and "R-1E" Single-Family Residential Districts "R-2" Two-Family Residential District
Multi-Tenant Residential	"R-3A" Multiple-Family Residential District "R-M" Manufactured/Modular Residential District
Mixed Use-Commercial	"O-I" Office Institutional District "C-1" Neighborhood Business District "CBD" Central Business District "CRD" Central Residential District "FD" Frenchtown District
General Commercial	"C-2" General Business District "C-3" Highway Business District
Industrial	"I-1" Light Industrial District "I-2" Heavy Industrial District

B. Superimposed Districts. Division 3 provides specific design standards and allowances for the City's Superimposed Districts to preserve the unique and/or historical character of these areas.

1. The standards of Division 3 supersede any standards in Section 400.1450.
2. The Superimposed Districts regulated by Division 3 are:
 - a. South Main Preservation District "SMPD;"
 - b. Extended Historic Preservation District "EHP;"

- c. Historic Downtown District "HDD;"
- d. Frenchtown Preservation District "FPD;" and
- e. Landmark Preservation District "LMPD."

C. Planned Development Districts. This Subsection applies to determine what standards apply to a Planned Development District if the City Council does not adopt specific standards in the authorizing ordinance.

- 1. A Planned Development District in which the majority of the parcel by area is allocated to residential use must comply with the standards of the Mixed-Use Residential (MU-R) sign district.
- 2. A Planned Development District in which the majority of the parcel by area is allocated to non-residential use must comply with the standards of the Mixed-Use Commercial (MU-C) sign district.

D. Interpretation of Tables. This Article presents the allowed specifications for signs in a series of tables. The tables include the allowance standards described in Table Section 400.1430.2: *Interpretation of Tables*.

Table Section 400.1430.2: Interpretation of Tables	
Standard in Tables	Description of Standard
Allowed	States whether the sign type is allowed in the sign district.
Permit Required	States whether this Section requires a permit for the sign type and sign district.
Number	The maximum number signs allowed sign on a parcel for the sign district.
Sign Area Allowance	The maximum area allowed for a sign in the sign district, in square feet.
Height	The maximum height allowed for sign for the sign district, in linear feet.
Illumination	States whether and what type of illumination is allowed for the sign type and district.
Changeable	States whether a manually changeable readerboard is allowed for the sign type and district and the percentage of sign area allowed for this feature.
EMS	States whether electronic message signs are allowed for the sign type and district, and the percentage of sign area allowed for this feature.

Section 400.1440 Sign Features

A. Changeable Copy Signs.

- 1. A sign can include changeable copy features if the allowance table for the district allows the feature.

2. Changeable copy is limited in size as a percentage of the area of the sign face.

B. Sign Illumination.

1. Illuminated signs are allowed if the district allowance table allows the feature.
2. If applicable, sign illumination must comply with the following standards:
 - a. Externally illuminated, building-mounted signs may use either ground-mounted lights or building-mounted light bars. The light source requires full shielding so that the light is only directed at the sign's face;
 - b. Externally illuminated, freestanding signs may use ground-mounted lights. The light source requires full shielding so that the light is only directed at the sign's face;
 - c. The light source for internally illuminated freestanding and building-mounted signs shall not be directly visible through the sign's face; and
 - d. Flashing and intermittent illumination are prohibited.

C. Electronic Message Signs.

1. Duration of Message. The electronic message display shall have a static image displayed for a minimum duration of at least 10 seconds. The display shall not flash, scroll, twirl, change color, imitate movement, or include video.
2. Transition of Message. When the electronic message sign's image or text changes, the change sequence requires instantaneous re-pixelization and shall not include fade, scroll, or other animation.
3. Video Display Prohibited. Electronic message signs shall not change their messages or backgrounds by simulating motion or the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes.
4. Brightness and Illumination.
 - a. Brightness.
 - (1) Electronic message signs and billboards shall not operate at brightness levels that project more than 0.3 foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter.
 - (2) Illumination levels are measured in foot candles with a foot-candle meter in a horizontal position at the property line at an approximate height of three feet above grade.

- b. Dimmer Control. Electronic message signs require an automatic dimmer control to regulate the proper illumination level from sundown to sunrise.
- 5. Audio. Electronic message signs shall not include audio speakers.
- 6. Malfunction. Electronic message signs must freeze the display in one message or image or cease operation if a malfunction occurs.

Section 400.1450 Measurements

- A. Road Frontage. Where this article calculates a sign allowance based on frontage or road frontage, the measurement is the total length of the property line where the lot is adjacent to the right-of-way of a public street or private street, expressed in linear feet.
- B. Building Façade. For the purposes of this Article, a building facade is a building elevation that contains the front of the building as viewed from the right-of-way or an elevation that is oriented to the parking lot and contains the main entrance.
- C. Façade Width. Where this Article calculates a sign area allowance based on the width of a building's façade, the width of the façade is:
 - 1. The horizontal distance of the façade at grade on the side of the building facing a public street or with a public entrance for single-user lots; or
 - 2. The horizontal distance of the portion of the façade between party walls or tenant separation partitions for the particular occupant at grade on the side of the building facing a public street or with a public entrance for multi-tenant developments with separate public entrances for each tenant.

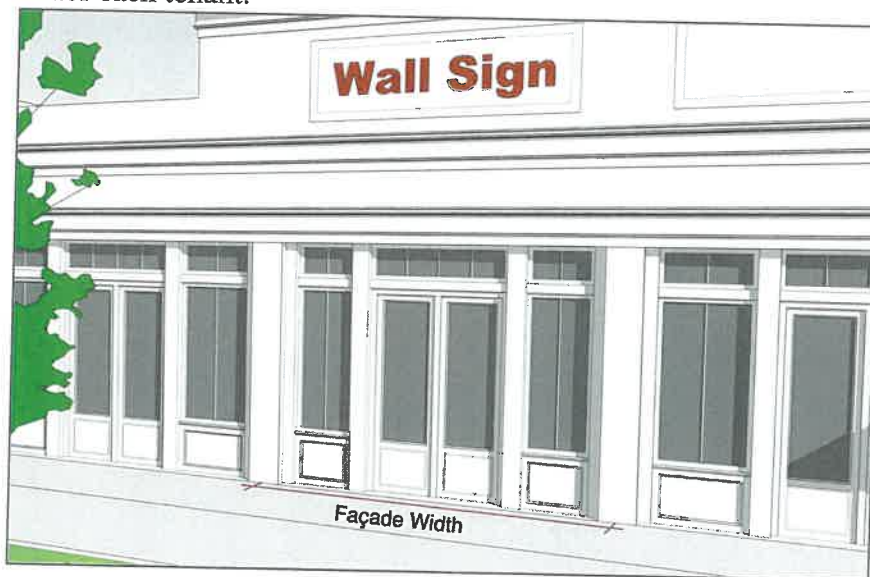


Figure 16: Building Façade Width Measurement

- D. Façade Area. Where this Article calculates a sign area allowance based on the façade area of the building's principal elevation, the façade area is the façade width multiplied by the average height above grade for the first story of the façade as measured from an elevation perspective.
- E. Freestanding Sign Height. Freestanding sign height is the distance from the top of the sign structure to the top of the curb or crown of the roadway where no curb exists. The height of any monument base or other structure erected to support or ornament the sign is measured as part of the sign height.

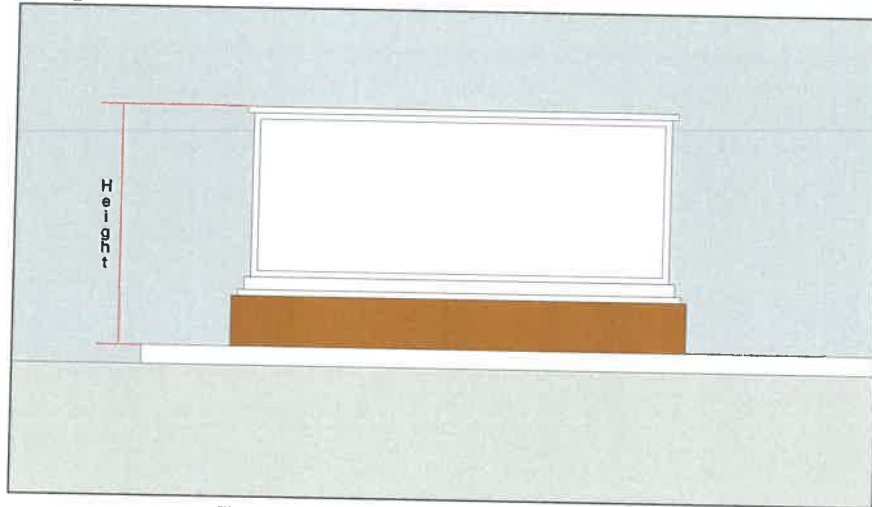


Figure 17: Sign Height Measurement

F. Sign Area Measurement.

1. The sign area for copy mounted or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy is measured as the area contained within the outside dimensions of the background panel or surface.



Figure 18: Sign Area Measurement

2. Where there are two or more faces, the sign area is measured as follows.

a. Two Faces.

(1) If the interior angle between the two (2) faces is 45° or less, the sign area is calculated as the area of one (1) face only;

(2) If the angle between the two (2) sign faces is greater than 45° , the sign area is calculated as the sum of the areas of the two (2) faces.

b. Three Or More Faces. The sign area of signs with three (3) or more faces is the sum of the areas of each of the faces.

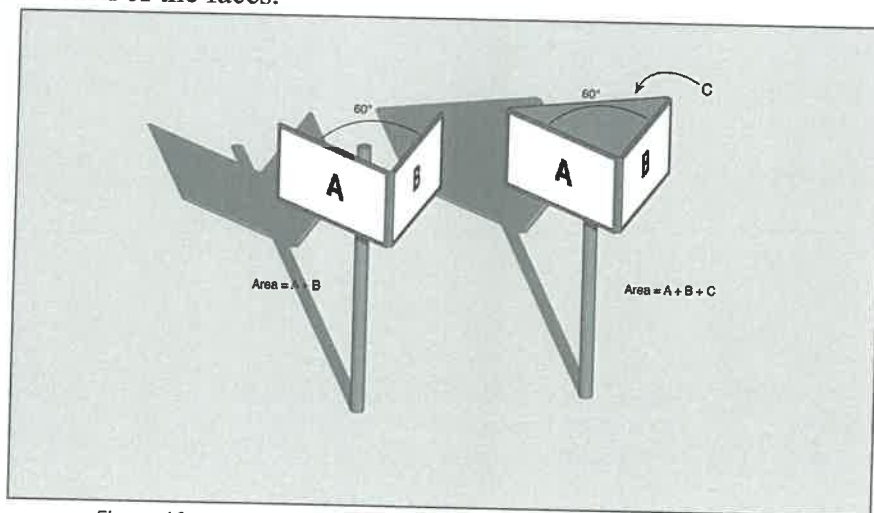


Figure 19: Face Area Measurement for Multi-Sided Signs

3. Spherical, Free-Form, Sculptural, and Other Non-Planar Signs. Sign area is calculated as the sum of the areas using only the four (4) vertical sides of the smallest rectangular prism that will encompass the sign, as illustrated in Figure 20.

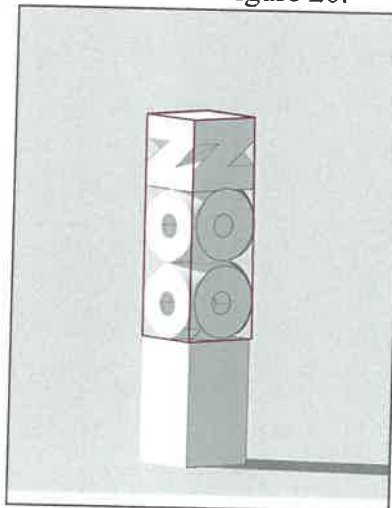


Figure 21: Face Area Measurement for Non-Planar Signs

4. Building-Mounted Sign Area.

- a. Sign area for Building-Mounted Signs is the width multiplied by the height of a single rectangle, parallel with the ground, that contains all sign copy, illuminated cabinets, background panels, or contrasting colors, but does not include architectural elements.
- b. The sign area includes all related sign elements on the same exterior wall or structure. Related sign elements have similar construction and are no more than five feet apart, measured horizontally or vertically.

Division 2 On-Premise Sign Standards

Section 400.1460 Design Standards

- A. Sign Locations. Signs may not obscure architectural details or features.
- B. Sight Distance. Signs may not be located within the 30-foot sight distance triangle as defined by [Section 400.540: Corner Visibility](#).

Section 400.1470 Freestanding Signs

A. Freestanding Signs.

- 1. Sign Allowances. All uses must comply with the freestanding sign allowances listed in Table Section 400.1470.1.

Table Section 400.1470.1: Freestanding Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	NR ¹	Yes	Yes	Yes	Yes
Permit Required	Yes	Yes	Yes	Yes	Yes
Type	Monument	Monument	Monument	Monument ²	Monument ²
Number (Max.)	1 per street frontage				
Height (Max.)	6 ft.	6 ft.	8 ft.	8 ft. ³	8 ft. ³
Area (Max.)	24s.f.	50 s.f.	50 s.f.	1 s.f. per 1 ft. of road frontage up to 150 s.f.	1 s.f. per 1 ft. of road frontage up to 150 s.f.
Sign Features					
Illumination	Indirect	Indirect	All types	All types	All types
Changeable	No	100%	100%	100%	100%
EMS	No	No	50%	50%	50%
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ Limited to nonresidential uses in residential districts. For additional standard for Residential Development Signs, refer to Paragraph B: <i>Permanent Residential Development Sign</i> .					
² Pole signs are also allowed on lots adjacent to certain highways. Refer to Paragraph A.5.					
³ Sign height of up to 30 feet is allowed on lots adjacent to certain highways. Refer to Paragraph A.5.					

2. Number of Freestanding Signs for Multi-Tenant Developments.
 - a. Multi-tenant developments may display the number and size of freestanding signs allowed in Table Section 400.1470.1 for the entire development.
 - b. Each tenant or occupant of a multi-tenant development may not display a separate freestanding sign.
3. Area. Double- and multi-fronted lots cannot combine allowances for the frontages into one (1) sign that exceeds the allowance for one (1) frontage.
4. Monument Signs Generally Required.
 - a. When Table Section 400.1470.1 states the sign type is “monument,” freestanding signs are limited to monument signs in the district.
 - b. All monument signs require monument-type bases of masonry construction or materials that complement the primary structure on the lot or the prevailing character of the structures in the area.
5. Additional Allowances for Lots Adjacent to Specific Highways.
 - a. The freestanding sign allowances are increased for lots in the General Commercial and Industrial sign districts that adjoin the right-of-way of the following highways:
 - (1) Interstate 70;
 - (2) Highway 370;
 - (3) Highway 364; and
 - (4) Highway 94 south of Interstate 70.
 - b. Sign Types. Pole signs are allowed for qualifying lots.
 - c. Sign Height. The sign height for qualifying lots is increased to a maximum of 30 feet.
6. Landscaping.
 - a. Freestanding signs require a landscaped area equal to at least four (4) square feet for each square foot of sign area.
 - b. The landscaped area shall consist of shrubs, ornamental grasses, groundcover, and mulch, pine straw, or other cover material surrounding the base of the sign and shall be separated from any parking areas by a six-inch high vertical concrete curb.

- c. Landscaped areas required by this Section shall comply with the standards of [Section 400.700: Parking Design Standards](#) and may also count towards the requirements for parking lot landscaping.
- d. The Director may modify the requirement for a landscaped area if pre-existing circumstances would cause an undue burden on the ability to effectively use the property if the landscaped area were included.

B. Permanent Residential Development Sign.

- 1. Sign Allowances. All uses shall comply with the residential development sign allowances listed in Table Section 400.1470.2.

Table Section 400.1470.2: Allowances for Residential Development Signs	
Standard	Residential Developments in All Districts
Allowed?	Yes
Permit Required?	Yes
Type	Monument or attached to decorative feature
Number (Max.)	2 signs per entry drive
Height (Max.)	6 ft.
Sign Area (Max.)	50 sq. ft.
Sign Features	
Illumination	Indirect
Readerboard	No
EMS	No
Animated	No
Key: ft. = feet s.f. = square feet	

- 2. Location.
 - a. Residential development signs are allowed on either side of a street providing direct access to the subdivision and serving as a major entry.
 - b. Where the development’s road frontage incorporates decorative features, such as walls, gates, or fences, signs attached to a wall, or other appropriate features are allowed.
- 3. Landscaping. Residential development signs require a landscaped area equal to at least two (2) square feet for each square foot of sign area.

Section 400.1480 Building-Mounted Signs

- A. Location Standards. A building-mounted sign shall not protrude beyond any property line for the lot on which the building is located.
- B. Wall Signs.
 - 1. Sign Allowances. All uses shall comply with the wall sign allowances listed in Table Section 400.1480.1.

Table Section 400.1480.1: Wall Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	NR ¹	Yes	Yes	Yes	Yes
Permit Required	Yes	Yes	Yes	Yes	Yes
Number (Max.)	1 per façade with a public entrance ²				
Area (Max.)	10% of Façade Area up to 40 s.f.	10% of Façade Area up to 24 s.f.	10% of Façade Area up to 40 s.f.	10% of Façade	10% of Façade Area up to 500 s.f.
Sign Features					
Illumination	Indirect	Indirect	All types	All types	All types
Changeable	No	No	No	25%	No
EMS	No	No	No	25%	No
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ Limited to nonresidential uses in residential districts.					
² For additional standards for multi-tenant developments, see Section 400.1480.B.2.					

2. Number.

- a. Each wall of a building with a public entrance may display wall signs.
- b. Building-Mounted Signs for Multi-Tenant Developments.

- (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a building-mounted sign on any façade where a public entrance is located.
- (2) A multi-tenant development with common entrances may display the number and size of building-mounted signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate building-mounted sign.

3. Sign Area.

- a. The sign area is allowed based on the façade area of the principal façade.
- b. The principal façade is a façade that faces a public street, private drive, or parking area and that includes a public entrance.
- c. Wall signs are allowed on any building elevation but may not exceed the total area allowance based on the principal façade.

C. Projecting Signs.

- 1. Sign Allowances. All uses shall comply with the projecting sign allowances listed in Table Section 400.1480.2.

Table Section 400.1480.2: Projecting Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	Yes	Yes	Yes	Yes
Permit Required	N/A	Yes	Yes	Yes	Yes
Number (Max.)	N/A	1	1	1	1
Area (Max.)	N/A	1 s.f. per 1 ft. of façade width up to 24 s.f.	1 s.f. per 1 ft. of façade width up to 40 s.f.	1 s.f. per 1 ft. of façade width up to 40 s.f.	1 s.f. per 1 ft. of façade width up to 40 s.f.
Sign Features					
Illumination	N/A	Indirect	All types	N/A	N/A
Changeable	N/A	No	No	N/A	N/A
EMS	N/A	No	No	N/A	N/A
Key: ft. = feet s.f. = square feet					

2. Number.

- a. A projecting sign is allowed as a substitute for a wall sign in districts where they are allowed. Projecting signs are not allowed in addition to wall signs.
- b. Each building may display one (1) projecting sign on the wall with the principal public entrance.
- c. Building-Mounted Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a building-mounted sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display the number and size of building-mounted signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate building-mounted sign.

3. General Design Standards.

- a. Projecting signs shall not extend more than five (5) feet from the building.
- b. The lower edge of a projecting sign shall allow clearance of at least eight (8) feet from grade.
- c. The top edge of a projecting sign shall not exceed the roof line of the structure/building.

D. Awning Signs.

- 1. Sign Allowances. All uses shall comply with the awning sign allowances listed in Table Section 400.1480.3.

Table Section 400.1480.3: Awning Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	Yes	Yes	Yes	Yes
Permit Required	N/A	Yes	Yes	Yes	Yes
Number (Max.)	N/A	1	1	1	1
Area (Max.)	N/A	Lesser of 50% of Awning Face Area or 12 s.f. ¹	Lesser of 50% of Awning Face Area or 12 s.f. ¹	Lesser of 50% of Awning Face Area or 12 s.f. ¹	Lesser of 50% of Awning Face Area or 12 s.f. ¹
Sign Features					
Illumination	N/A	Indirect	Indirect	Indirect	N/A
Changeable	N/A	No	No	No	N/A
EMS	N/A	No	No	No	N/A
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The area of an awning sign is deducted from the overall wall sign allowance. See Section 400.1480.D.2.b.					

2. Number.

- a. Each building may display one (1) awning sign on the wall with the principal public entrance.
- b. An awning sign is allowed in addition to a wall sign in districts where they are allowed. However, the sign area for an awning sign is deducted from the sign area allowance for a wall sign on the same wall.
- c. Awning Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display an awning sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display one (1) awning sign as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate awning sign.

3. General Design Standards.

- a. Awning signs are only allowed on the ground-floor awnings.
- b. The lower edge of an awning shall allow clearance of at least eight (8) feet from grade.

E. Window Signs.

- 1. Sign Allowances. All uses shall comply with the window sign allowances listed in Table Section 400.1480.4.

Table Section 400.1480.4: Window Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	Yes	Yes	Yes	Yes
Permit Required	N/A	No	No	No	No
Number (Max.)	N/A	N/A	N/A	N/A	N/A
Area (Max.)	N/A	33%	50%	25%	25%
Sign Features					
Illumination	N/A	Indirect	Indirect	Indirect	Indirect
Changeable	N/A	No	No	Indirect	Indirect
EMS	N/A	No	No	No	Indirect
Key: ft. = feet s.f. = square feet					

2. Number and Area. The number of window signs is not limited, but the cumulative area of all signs in each window shall not exceed the dimension standards for the sign area.
3. Design Standards. Window signs are only allowed on ground-floor windows.

F. Freestanding Canopy Signs.

1. Sign Allowances. All uses shall comply with the freestanding canopy sign allowances listed in Table Section 400.1480.5.

Table Section 400.1480.5: Freestanding Canopy Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	No	Yes	Yes	Yes
Permit Required	N/A	N/A	Yes	Yes	Yes
Number per Canopy Face (Max.)	N/A	N/A	1	1	1
Area (Max.)	N/A	N/A	25%	50%	50%
Sign Features					
Illumination	N/A	N/A	Indirect	Any	Any
Changeable	N/A	N/A	Yes	Yes	Yes
EMS	N/A	N/A	No	50%	50%
Key: ft. = feet s.f. = square feet					

2. Area. Table Section 400.1480.5 expresses the area allowance for canopy signs as the maximum percentage that the sign may cover the face of the canopy where the sign is located.

Section 400.1490 Incidental Signs

- A. Sign Allowances. All uses shall comply with the incidental sign allowances listed in Table Section 400.1490.1.

Table Section 400.1490.1: Incidental Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Perimeter Signs					
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No, unless	No, unless	No, unless	No, unless	No, unless

Table Section 400.1490.1: Incidental Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
	lighted ¹	lighted ¹	lighted ¹	lighted ¹	lighted ¹
Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Number (Max. per entrance/exit)	2	2	2	2	2
Height	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.
Area	2 s.f.	2 s.f.	2 s.f.	2 s.f.	2 s.f.
Illumination	Indirect ¹	Indirect ¹	Indirect ¹	Any ¹	Any ¹
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Small Interior Signs					
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	Yes	Yes	Yes
Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Number	5 per lot	10 per acre	10 per acre	20 per acre	20 per acre
Height	N/A	N/A	6 ft.	6 ft.	6 ft.
Area	1 s.f.	1 s.f.	2 s.f.	2 s.f.	2 s.f.
Illumination	Indirect	Indirect	Indirect	Any	Any
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Large Interior Signs					
Allowed	No	No	No	Yes	Yes
Permit Required	N/A	N/A	N/A	Yes	Yes
Setback	N/A	N/A	N/A	30 ft.	30 ft.
Number	N/A	N/A	N/A	1 per lot	1 per lot
Height	N/A	N/A	N/A	6 ft.	6 ft.
Area	N/A	N/A	N/A	30 s.f.	30 s.f.
Illumination	N/A	N/A	N/A	Any	Any
Changeable	N/A	N/A	N/A	Yes	Yes
EMS	N/A	N/A	N/A	Yes	Yes
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ Illuminated incidental signs require a permit. See Section 400.1490					

B. Sign Setback

1. Generally. This Section regulates the location and size of incidental signs based on a sign setback that varies by district and incidental sign type. Figure 21: Incidental Sign Setbacks depicts the setbacks and locations for incidental signs.
2. Measurement. The sign setback is the setback from any property line and regulates the location and size of incidental signs. Table Section 400.1490.1 defines the applicable setback for each sign type and district.

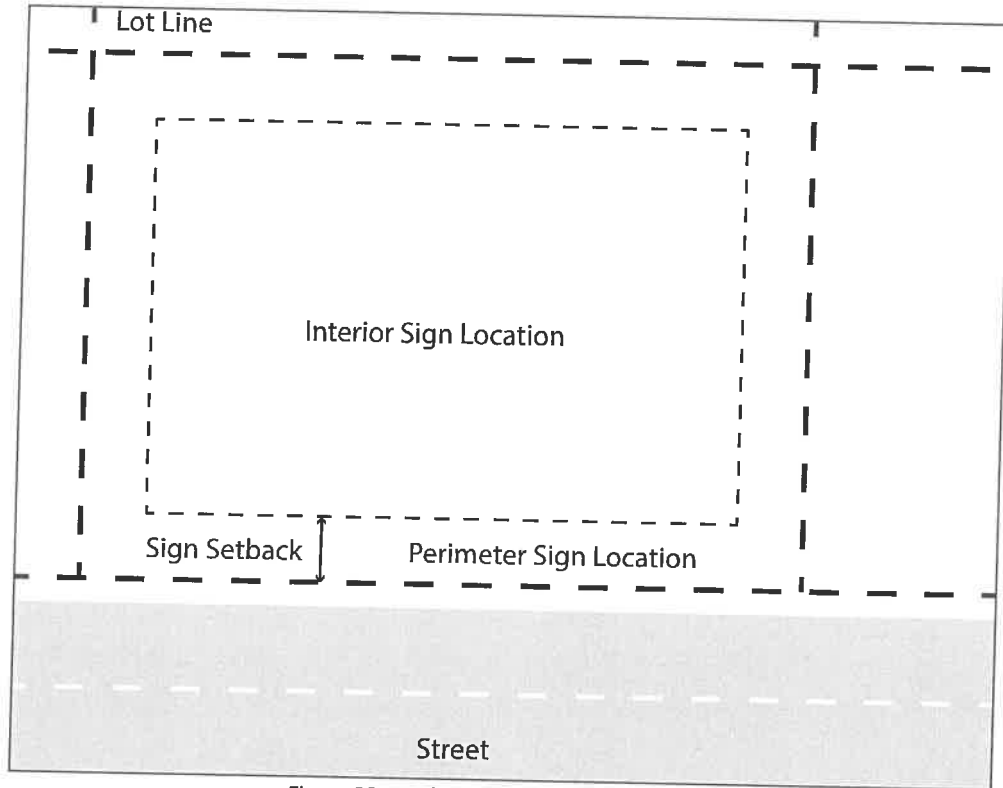


Figure 22: Incidental Sign Setbacks

3. Table Section 400.1490.1 defines the maximum number of perimeter incidental signs per entrance to a public street.
4. Perimeter signs are only allowed within 15 feet of a driveway entrance to a public street.
5. Illuminated perimeter signs require a sign permit.

C. Interior Incidental Signs.

1. Table Section 400.1490.1 defines the maximum allowances for small interior incidental signs based on the number of signs per lot or per acre. Examples of typical small incidental signs include house numbers, directional signs, and parking signs. The list of examples is provided to clarify the regulations and does not limit the content of incidental signs. The City will not review the content of incidental signs.
2. Table Section 400.1490.1 defines the allowances for large interior incidental signs based on the number of signs per lot. Examples of typical large incidental signs include occupant directories, drive-thru menus, and information kiosks. The list of examples is provided to clarify the regulations and does not limit the content of incidental signs. The City will not review the content of incidental signs.

D. Design Standards.

1. Orientation of Large Incidental Signs. Large interior incidental signs that are illuminated or include electronic message signs shall be located in a manner that provides the least impact on adjacent or nearby land uses. Examples of techniques to limit the impact on adjacent property include locating the sign behind the principal building and screening the site with opaque shrubbery or fencing.
2. Materials and Design. Freestanding large incidental signs require:
 - a. A monument base of masonry construction; and
 - b. A landscaped area at the base of the sign equal to at least two (2) square feet for each square foot of sign area. The Director may reduce the required landscape area if, due to pre-existing circumstances, the required landscape area will cause an undue burden on the ability to effectively use the property.

E. Flags.

1. Sign Allowances. Flags shall comply with the standards in Table Section 400.1490.2: Flag Allowances.

Table Section 400.1490.2: Flag Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Perimeter Signs					
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	No	No	No
Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Number	3 per lot	3 per lot	3 per lot	5 per lot	5 per lot
Flagpole Height	N/A	N/A	N/A	N/A	N/A
Area	15 s.f.	15 s.f.	15 s.f.	15 s.f.	15 s.f.
Illumination	Indirect	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No

Key: ft. = feet | s.f. = square feet

2. Placement and Location.

- a. Display of flags is allowed on freestanding poles or poles attached to a building.

3. Maintenance. Flags require removal or replacement when they become torn, tattered, or faded.

Section 400.1500 Temporary Signs

A. Limitations on Temporary Signs. This Article prohibits or limits the use of several common temporary sign types, including pennants, streamers, balloons, strobe lights, beacons, feather signs, and inflatable signs.

B. Generally.

1. Sign Allowances. All uses shall comply with the temporary sign allowances listed in Table Section 400.1500.1.

Table Section 400.1500.1: Temporary Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	No	No	No
Number	8	8	8	6	6
Height	3 ft.	3 ft.	8 ft.	8 ft.	8 ft.
Area	3 ft.	3 ft.	7 at 4 s.f. 1 at 32 s.f.	7 at 4 s.f. 1 at 32 s.f.	7 at 4 s.f. 1 at 32 s.f.
Duration for Display	90 days	90 days	90 days	90 days	90 days
Sign Features					
Illumination	No	No	No	No	No
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet					

2. Number. Table Section 400.1500.1: Temporary Sign Allowances defines the maximum limit for temporary signs:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display. The duration of display for all temporary signs shall not exceed 90 days or more per calendar year, measured cumulatively per sign, unless otherwise regulated by this Article.

C. Banners.

1. Sign Allowances. All uses shall comply with the banner sign allowances listed in Table Section 400.1500.2.

Table Section 400.1500.2: Banner Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	NR	Yes	Yes	Yes	Yes
Permit Required	No	No	No	No	No
Number	1	1	1	1	1
Height	8 ft.	8 ft.	8 ft.	8 ft.	8 ft.
Area	32 s.f.	32 s.f.	32 s.f.	32 s.f.	32 s.f.
Duration for Display	30 days	30 days	30 days	30 days	30 days
Times Per Year	4	4	4	4	4
Sign Features					
Illumination	No	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					

2. Number. Table Section 400.1500.2: Banner Sign Allowances defines the maximum number of banner signs allowed at one (1) time:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display.
 - a. The maximum duration for display of a banner is thirty (30) days.
 - b. Banners are allowed up to four (4) times per calendar year.
4. Design Standards.
 - a. Banner signs shall be attached securely to a building.

D. Inflatable Signs.

1. Sign Allowances. All uses shall comply with the allowances listed in Table Section 400.1500.3.

Table Section 400.1500.3: Inflatable Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	Yes	Yes	Yes
Number	4	1	1	1	1
Height	32 ft.	32 ft.	32 ft.	32 ft.	32 ft.
Duration for Display	60 days	60 days	14 days	14 days	14 days
Times Per Year	4	4	4	4	4
Sign Features					
Illumination	Indirect or Internal	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet					

2. Number. Table Section 400.1500.3: Inflatable Sign Allowances defines the maximum number of inflatable signs allowed at one (1) time:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display.

- a. Table Section 400.1500.3: Inflatable Sign Allowances defines the maximum duration for the display of an inflatable sign for each district.
 - b. Inflatable signs are allowed up to four (4) times per calendar year.
4. Design Standards.
- a. Inflatable signs require secure attachment to the ground by a cord, rope, cable, stakes, or a similar method.
 - b. Inflatable signs are not allowed on the roof of a building or other structure.

Division 3 Superimposed District Sign Standards

Section 400.1510 General Standards for the Superimposed Districts

- A. Approval Required.
- 1. Generally. Signs in the SMPD, HDD, FHD, and LMPD Superimposed Districts require a Certificate of Appropriateness from the HLPARB before their installation unless exempted from the permitting requirement by this Division.
 - 2. EHP District. Signs in the EHP District require a Certificate of Appropriateness from the HLPARB if they are displayed on a building constructed before 1960, unless exempted from the permitting requirement by this Division.
- B. Off-Premises Signs Prohibited. Off-premises signs are not allowed within the Superimposed Districts.
- C. Design Standards for the Superimposed Districts. All lots in the Superimposed Districts must comply with the following design standards.
- 1. Sign Locations. Signs shall not obscure architectural details or features.
 - 2. Sight Distance. Signs shall not be located within the 30-foot sight distance triangle as defined by [Section 400.540: Corner Visibility](#).
 - 3. Fluorescent Lights. Fluorescent lights are prohibited.
 - 4. Neon Lights. Neon lights in any form, including neon signs, are prohibited.
- D. Additional Design Standards for HDD and FHD Districts. All lots in the HDD and FHD Districts shall comply with the following additional design standards.

1. Sign Design. Signs shall utilize colors from the approved paint color chart adopted by the HLPARB or shall use colors with proven historical relevance that are approved by the HLPARB.
2. Sign Materials. Painted wood and metal are appropriate sign materials. Plastic should only be used in limited amounts or when disguised to look otherwise.
3. Letter sizes and styles should be compatible with the building.

Section 400.1520 Freestanding Signs in the Superimposed District

A. Sign Allowances. All uses in the Superimposed Districts shall comply with the freestanding sign allowances listed in Table Section 400.1520.1.

Table Section 400.1520.1: Freestanding Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes ²	Yes ³	Yes	Yes ²	Yes
Permit Required	Yes	Yes	Yes	Yes	The general sign standards for the base district in Error! Reference source not found. apply.
Type	Pole	Any	Monument	Pole	
Number	1 per street frontage ⁴	1 per street frontage	1 per street frontage ³	1 per street frontage	
Height	6 ft.	6 ft.	6 ft.	6 ft.	
Area	.25 s.f. per 1 ft. of façade width up to 16 s.f.	.75 s.f. per 1 ft. of façade width for first 50 feet and .5 s.f. per 1 ft. of additional façade width	.75 s.f. per 1 ft. of façade width for first 50 feet and .5 s.f. per 1 ft. of additional façade width	.25 s.f. per 1 ft. of façade width up to 16 s.f.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone’s Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone’s Lick Road and building frontages south of the 1000 Block of South Main Street must comply with the general sign standards in Section 400.1450.					
² Freestanding signs are only allowed on lots with a front setback of at least 15 feet. See Paragraph Section 400.1520.B.1.					
³ Locations in the FHD may have a monument sign or a projecting sign but shall not have both.					
⁴ Freestanding signs are only allowed on properties which front on Second Street or Third Street.					

B. Number of Freestanding Signs.

1. SMPD and LMPD Districts.
 - a. Lots with a building having a front yard setback of at least 15 feet from the right-of-way may erect one (1) pole sign in a front yard.
 - b. Lots with a front yard setback of less than 15 feet shall not have a freestanding sign.

- c. Buildings with public entrances not facing Main Street are allowed to erect a pole sign along South Main Street. However, if a pole sign currently exists on the lot, the occupant or tenant is only permitted to install a new sign face on the existing pole.

2. Sign Area.

- a. HDD and FHD Districts. Where there are two (2) or more frontages, the average façade width of the frontages shall determine the signage allotment under this formula.

3. Number of Freestanding Signs for Multi-Tenant Developments.

- a. Multi-tenant developments may display the number and size of freestanding signs allowed in Table Section 400.1520.1 for the entire development.
- b. Each tenant or occupant of a multi-tenant development shall not display a separate freestanding sign.

4. Sign Types.

a. Monument Signs.

(1) When Table Section 400.1520.1 states the sign type is “monument,” freestanding signs are limited to monument signs in the district.

(2) All monument signs require monument-type bases of masonry construction or materials that complement the primary structure on the lot or the prevailing character of the structures in the area.

b. Pole Signs. When Table Section 400.1520.1 states the sign type is “pole,” freestanding signs are limited to pole signs in the district.

c. Other Sign Types. When Table Section 400.1520.1 states the sign type is “any,” pole signs and monument signs are allowed as freestanding signs.

Section 400.1530 Building-Mounted Signs in the Superimposed Districts

A. Wall Signs.

- 1. Sign Allowances. All uses shall comply with the wall sign allowances listed in Table Section 400.1530.1.

Table Section 400.1530.1: Wall Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in
Permit Required	Yes	Yes	Yes	Yes	
Number (Max.)	1 per lot or tenant ²	1 per lot or tenant ²	1 per lot or tenant ²	1 per lot or tenant ²	

Table Section 400.1530.1: Wall Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
	1 additional sign for buildings with a rear entry	1 additional sign for buildings with a rear entry	1 additional sign for buildings with a rear entry	1 additional sign for buildings with a rear entry	Section 400.1450 apply.
Area (Max.)	.75 s.f. per 1 ft. of façade width up to 16 s.f.	1 s.f. per 1 ft. of façade width	1 s.f. per 1 ft. of façade width	.75 s.f. per 1 ft. of façade width up to 16 s.f.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					
² For additional standards for multi-tenant developments, see Paragraph Section 400.1530.A.2.c.					

2. Number.

- a. Generally. Single-use lots are allowed one (1) wall sign on the wall with the primary public entrance.
- b. Additional Allowance for Rear Entry Signs. One additional sign is permitted on the rear elevation of each building with a public entry at the rear of the building.
- c. Wall Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a wall sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display the number and size of wall signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate wall sign.

3. Sign Area.

- a. Generally. The wall sign area allowance is based on the width in linear feet of the wall on which the sign is located, as measured at the foundation of the building.
- b. Additional Allowance for Rear Entry Signs. The maximum area of the rear elevation sign is 50% of the area allowed on the front. The area of the rear elevation sign counts toward the total sign area for the building.

4. Cumulative Area Allowances in the HDD and FHD Districts.

- a. Each building in the HDD and FHD Districts is permitted a cumulative maximum of all wall, projecting, awning and canopy, and window signs of one (1) square foot of sign per linear foot of façade frontage for the building.
 - b. Multiple Frontages. Where a lot has two (2) or more street frontages, the average of the façade width of the facades facing the streets determines the sign allowance under this formula.
5. Design Standards. Wall signs are not allowed above second-story windows.

B. Projecting Signs.

- 1. Sign Allowances. All uses in the Superimposed Districts shall comply with the projecting sign allowances listed in Table Section 400.1530.2.

Table Section 400.1530.2: Projecting Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	Yes	Yes	Yes	Yes	
Number ²	1	1	1 ³	1	
Area	0.3 s.f. per 1 ft. of façade width up to 5.5 s.f.	Included in Wall Sign Area	Included in Wall Sign Area	0.3 s.f. per 1 ft. of façade width up to 5.5 s.f.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.150.					
² For additional standards for multi-tenant developments, see Section 400.1530.B.2.					
³ Locations in the FHD may have a monument sign or a projecting sign but may not have both.					

2. Number.

- a. A projecting sign is allowed as a substitute for a wall sign. Projecting signs are not allowed in addition to wall signs.
- b. Projecting Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a projecting sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display the number and size of projecting signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate projecting sign.

3. Sign Area for HDD and FHD Districts. In the HDD and FHD Districts, the projecting sign area is included in the calculation of the total area allowance for the building provided in Paragraph Section 400.1530.A.4.
4. General Design Standards.
 - a. Projecting signs shall not extend more than five (5) feet from the building.
 - b. The lower edge of a projecting sign shall allow clearance of at least eight (8) feet from grade.
 - c. Projecting signs shall be attached by use of period-appropriate devices. Modern-looking chains, hooks, and other visible devices should be avoided.
 - d. A sign shall be installed in a workmanlike manner and hide from view such fixtures as guy wires, braces, angle irons, cables, nuts and bolts, brackets, mounting plates, conductors, transformers, conduits, raceways, and similar fixtures.

C. Awning and Canopy Signs.

1. Sign Allowances. All uses shall comply with the awning sign allowances listed in Table Section 400.1530.3.

Table Section 400.1530.3: Awning and Canopy Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	No	Yes	Yes	No	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	N/A	Yes	Yes	N/A	
Number (Max.)	N/A	1	1	N/A	
Area (Max.)	N/A	Included in Wall Sign Allowance ¹	Included in Wall Sign Allowance ¹	N/A	
Sign Features					
Illumination	N/A	Indirect	Indirect	N/A	
Changeable	N/A	No	No	N/A	
EMS	N/A	No	No	N/A	
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450. The area of an awning sign is deducted from the overall wall sign allowance. See Section 400.1480.D.2.b.					

2. Number.
 - a. An awning sign is allowed in addition to a wall sign in districts where they are allowed.
 - b. Awning Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display an awning sign on any façade where a public entrance is located.

- (2) A multi-tenant development with common entrances may display one (1) awning sign as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate awning sign.
3. Sign Area for HDD and FHD Districts. In the HDD and FHD Districts, the awning sign area is included in the calculation of the total area allowance for the building provided in Paragraph Section 400.1530.A.4.
 4. General Design Standards.
 - a. Awning signs are only allowed on ground-floor awnings.
 - b. The lower edge of an awning shall allow clearance of at least eight (8) feet from grade.

D. Window Signs.

1. Sign Allowances. All uses shall comply with the window sign allowances listed in Table Section 400.1530.4.

Table Section 400.1530.4: Window Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	No	Yes	Yes	No	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	N/A	No	No	N/A	
Number (Max.)	N/A	N/A	N/A	N/A	
Area (Max.)	N/A	Included in Wall Sign Area, but not to exceed 33% per window	Included in Wall Sign Area, but not to exceed 50% per window	N/A	
Sign Features					
Illumination	N/A	Indirect	Indirect	N/A	
Changeable	N/A	No	No	N/A	
EMS	N/A	No	No	N/A	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

2. Number. The number of window signs is not limited, but the cumulative area of all signs in each window shall not exceed the area allowance for the panes of glass allocated to each tenant.
3. Sign Area for HDD and FHD Districts. In the HDD and FHD Districts, the permanent window sign area is included in the calculation of the total area allowance for the building provided in Paragraph Section 400.1530.A.4.

4. Design Standards. Window signs are only allowed on ground-floor windows.

Section 400.1540 Murals in the Superimposed Districts

A. Sign Allowances. Murals shall comply with the standards in Table Section 400.1540.1: Mural Allowances for Frenchtown Historic Commercial District (FHD).

Table Section 400.1540.1: Mural Allowances for FHD District	
Standard	Allowance
Allowed?	Yes
Permit Required?	Yes
Number (Max.)	1 per Building
Sign Area (Max.)	100% of One Secondary Wall
Height (Max.)	No Taller than Existing Wall
Features	
Illumination	Indirect
Changeable	No
EMS	No
Text (Max.)	10% of sign area

B. Materials and Design. A mural shall not include:

1. Mechanically produced or computer-generated prints or images, including digitally printed vinyl sheets and wraps;
2. Works containing electrical or mechanical components; or
3. Works that involve changing or moving images or components.

C. Placement and Location.

1. A mural shall only be located on a secondary exterior wall that does not have direct street frontage, unless the building is located on a corner lot.
2. Buildings on corner lots may display murals on a façade with street frontage that does not include the principal public entrance.
3. Murals are not allowed on brick or any other material that is considered contributing to a Historic Building that has not already been painted legally (either historically painted or based on approval by the Landmarks Board).

Section 400.1550 Incidental Signs in the Superimposed Districts

A. Sign Allowances. All uses shall comply with the incidental sign allowances listed in Table Section 400.1550.1.

Table Section 400.1550.1: Incidental Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base
Permit Required	Yes	Yes	Yes	Yes	
Setback	N/A	N/A	N/A	N/A	

Table Section 400.1550.1: Incidental Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Number	1	1	2	1	district in Section 400.1450 apply.
Height	N/A	N/A	N/A	N/A	
Area	Lesser of 100 s.i. per tenant or 400 s.i.	400 s.i.	400 s.i.	Lesser of 100 s.i. per tenant or 400 s.i.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.i. = square inches					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

B. Perimeter Incidental Signs. Perimeter signs are allowed as provided based on the base districts in Section 400.1490.

C. Interior Incidental Signs.

1. Small Interior Incidental Signs. Small interior incidental signs are allowed as provided for the base districts in Section 400.1490.

2. Large Interior Incidental Signs. Large interior incidental signs are allowed as provided for the base districts in Section 400.1490.

D. Flags. Flags are allowed as provided for the base districts in Section 400.1490.

E. Prohibited Signs in the SMPD and LMPD Districts. Signs on umbrellas are prohibited in the SMPD and LMPD Districts.

Section 400.1560 Temporary Signs in the Superimposed Districts

A. Limitations on Temporary Signs. This Article prohibits or limits the use of several common temporary sign types, including pennants, streamers, balloons, strobe lights, beacons, feather signs, and inflatable signs.

B. Generally.

1. Sign Allowances. All uses shall comply with the temporary sign allowances listed in Table Section 400.1560.1.

Table Section 400.1560.1: Temporary Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	No	No	No	No	
Number	8	8	8	6	
Height	N/A	3 ft.	8 ft.	8 ft.	
Area	7 at 4 s.f. 1 at 16 s.f.	7 at 4 s.f. 1 at 16 s.f.	7 at 4 s.f. 1 at 16 s.f.	7 at 4 s.f. 1 at 16 s.f.	

Table Section 400.1560.1: Temporary Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Duration for Display	90 days	90 days	90 days	90 days	
Sign Features					
Illumination	No	No	No	No	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

2. Number. Table Section 400.1560.1: Temporary Sign Allowances defines the maximum limit for temporary signs:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display. The duration of display for all temporary signs shall not exceed 90 days or more per calendar year, measured cumulatively per sign, unless otherwise regulated by this Article.

C. A-Frame Signs.

1. Sign Allowances. All uses shall comply with the A-frame sign allowances listed in Table Section 400.1560.2.

Table Section 400.1560.2: A-Frame Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD	EHP
Allowed	No	Yes	Yes	No	No
Permit Required	N/A	No	No	N/A	N/A
Number	N/A	1	1	N/A	N/A
Height	N/A	4 ft.	4 ft.	N/A	N/A
Area	N/A	30 in. wide 48 in. tall	30 in. wide 48 in. tall	N/A	N/A
Duration for Display	N/A	Hours of Operation	Hours of Operation	N/A	N/A
Sign Features					
Illumination	N/A	No	No	N/A	N/A
Changeable	N/A	No	No	N/A	N/A
EMS	N/A	No	No	N/A	N/A
Key: ft. = feet s.f. = square feet					

2. Number.
 - a. Single-use lots may display one (1) A-frame sign for the principal public entrance.

b. A-Frame Signs for Multi-Tenant Developments.

- (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display an A-Frame sign for the principal public entrance.
- (2) Multi-tenant developments with common entrances shall not display A-frame signs.

3. Use Standards.

- a. A-frame signs are not allowed closer than 25 feet from each other.
- b. The sign shall be located within 10 feet of the façade with the principal public entrance.
- c. The sign shall not interfere with pedestrian access.
- d. A-frame signs are only allowed during the hours of operation of the premises.

4. Design Standards.

- a. All A-Frame signs shall be constructed from wood, non-reflective metal or a non-reflective high-grade composite which mimics natural materials.
- b. Prohibited materials include, but are not limited to; plastics, PVC, vinyl, corrugated plastics, foam board or other non-natural materials unless the material mimics a natural material.
- c. A-Frame signs shall be matte or low-gloss finishes and shall not include reflective surfaces.

D. Banners.

- 1. Sign Allowances. All uses shall comply with the banner sign allowances listed in Table Section 400.1560.3.

Table Section 400.1560.3: Banner Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	Yes	No	No	Yes	
Number	1	1	1	1	
Height	N/A	8 ft.	8 ft.	N/A	
Area	32 s.f.	32 s.f.	32 s.f. for lots with up to 20,000 s.f. of floor area 96 s.f. for lots with less than 20,000 s.f. of floor area	32 s.f.	
Duration for	30 days	30 days	30 days	30 days	

Table Section 400.1560.3: Banner Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Display					
Times Per Year	1	4	4	1	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

2. Number. Table Section 400.1560.3: Banner Sign Allowances defines the maximum number of banner signs allowed at one (1) time:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display.
 - a. The maximum duration for display of a banner is thirty (30) days.
 - b. Banners are allowed up to four (4) times per calendar year.
4. Design Standards.
 - a. Banner signs shall be attached securely to a building.

E. Balloons.

1. Sign Allowances. All uses shall comply with the balloon allowances listed in Table Section 400.1560.4.

Table Section 400.1560.4: Balloon Allowances					
Standard	SMPD	HDD	FHD	LMPD	EHP
Allowed	No	Yes	No	No	No
Permit Required	N/A	Yes	N/A	N/A	N/A
Number	N/A	No limit	N/A	N/A	N/A
Height	N/A	35 ft.	N/A	N/A	N/A
Duration for Display	N/A	7 days	N/A	N/A	N/A
Times Per Year	N/A	3	N/A	N/A	N/A
Sign Features					
Illumination	N/A	No	N/A	N/A	N/A
Changeable	N/A	No	N/A	N/A	N/A
EMS	N/A	No	N/A	N/A	N/A
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					

2. Number. Table Section 400.1560.4: *Balloon Allowances* does not limit the number of balloons allowed at one (1) time. Balloon permits are available:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display.
 - a. Table Section 400.1560: Balloon Allowances provides seven (7) days as the maximum duration for the display of balloons.
 - b. Balloons are allowed up to three (3) times per calendar year.
4. Design Standards.
 - a. Balloons require secure attachment to a building by a cord, rope, cable, stakes, or a similar method.
 - b. The display height of balloons may not exceed 35 feet.

Division 4 Billboards

Section 400.1570 General Standards

- A. Districts Allowed. Billboards and electronic billboards are allowed as conditional uses in the zoning districts listed in Table Section 400.1570.1.
- B. Approval Required. Billboards and electronic billboards require conditional use approval by the City Council following a recommendation by the Planning and Zoning Commission.
- C. Dimension Standards. All billboards must comply with the billboard allowances listed in Table Section 400.1570.1.

Table Section 400.1570.1: Billboard Allowances	
Standard	Allowance
Districts Allowed	I-1, I-2, PD-C, PD-MU, C-3, C-3
Permit Required?	Yes
Number	1
Sign Area	672 s.f.
Sign Face Height	20 ft.
Sign Face Width	50 ft.
Total Height	45 ft.
Features	
Illumination	Indirect
Message Board	No
EMS	Yes
Key: ft. = feet s.f. = square feet	

1. Measurement Standards.
 - a. All dimension standards are measured inclusive of border, cutouts, extensions, projections, and trim but excluding the base, apron, supports, and other structural members.
 - b. The area shall be measured by the smallest square, rectangle, triangle, circle, or combination of those shapes that will encompass the entire billboard.
2. Cutouts, extensions, and projections shall not exceed 25% of the area of the sign.
3. The maximum area limitation shall apply to each side of a billboard structure. Allowable billboard configurations are placed back-to-back, double-faced, or in V-type construction with no more than two (2) displays to each facing. A billboard structure with multiple facings or panels is considered as one (1) billboard.
4. The total height of the billboard is measured from the natural grade where the billboard is installed or the grade level of the centerline of the highway to which the sign is oriented, whichever is higher.
5. Billboards with EMS features must comply with the brightness and operation standards in Section 400.1440.C.4: *Sign Features*

Section 400.1580 Location and Spacing for Billboards

- A. Location. Billboards and electronic billboards are only allowed within 660 feet of the edge of the pavement of the following highways:
 1. Interstate Highway 70;
 2. Missouri State Highways 94, 370, and 364.
- B. Spacing and Separation Requirements.
 1. Separation from Other Billboards.
 - a. The separation distance for a billboard is 10,000 feet from an existing billboard on either side of the highway.
 - b. However, the separation distance for a billboard on lots in the southeast quadrant of the intersection of two (2) Missouri State highways located in the C-2 zoning district is 4,000 feet on the same side of the State highway.
 - c. The separation distance for a billboard with electronic message features is 2,640 feet from an existing billboard with electronic message features on either side of the highway.

- d. The separation distance is measured along the nearest edge of the pavement at points directly opposite the billboard along each side of the highway and applies to billboards located on either side of the highway in computing the distance between billboards.

2. Separation from Intersections.

- a. The general separation distance for a billboard is 500 feet from an interchange or intersection between the highway and another highway or street.
- b. However, the separation distance for lots in the southeast quadrant of the intersection of two (2) Missouri State highways located in the C-2 zoning district is 125 feet from an intersection or interchange.
- c. A billboard is allowed within 500 feet of an interchange or intersection if it is affixed to or located adjacent to a building so that the billboard does not cause any greater obstruction of vision than caused by the building itself.

3. Separation from Residential Uses. The separation distance for a billboard is:

- a. 250 feet from any structure within a residential zoning district; or
- b. 100 feet from any structure used primarily as a dwelling unit in any other zoning district.

4. Separation from Historic Resources. The separation distance for a billboard is 300 feet from any property or district listed on the National Register of Historic Places, any National Historic Landmark, or any location officially designated by the City as a historic landmark or historic district.

5. Separation from Buildings.

- a. The separation distance for a billboard is 50 feet from any point of a building.
- b. However, the separation distance for lots in the southeast quadrant of the intersection of two (2) Missouri State highways located in the C-2 zoning district is 25 feet from any point of a building.

6. Separation from On-Premises Signs. The separation distance for electronic billboards is 250 feet from an existing freestanding on-premises electronic message sign.

C. Other Location Standards.

1. Billboards are not allowed on rocks, trees, or poles maintained by a public utility.

2. Billboards are exempt from front, side, and rear yard building setbacks for the district. However, Billboards require a 30-foot minimum setback from a road right-of-way.
3. Billboards are not allowed in the right-of-way of any road or on any slope or drainage easement for a road.

Section 400.1590 Replacement and Relocation of Billboards in the I-70 Corridor

- A. Conversion of Billboard to Electronic Billboard. The owner of a billboard along the I-70 Corridor may apply for approval of a conditional use permit to relocate the billboard structure for conversion to an electronic billboard. The following conditions apply:
 1. The property where the billboard is located is directly adjacent to the Interstate 70 right-of-way;
 2. All existing billboards and freestanding on-premises electronic message signs and their supporting structures are permanently removed from the property where the electronic billboard is proposed before the issuance of a building permit for the electronic billboard;
 3. No freestanding on-premises electronic message signs or billboards are allowed on the property upon which an electronic billboard is located;
 4. The electronic billboard is proposed on the same lot as the existing billboard and is no further than 250 feet from the existing billboard being replaced;
 5. The lot where the electronic billboard is proposed is at least five acres;
 6. The electronic billboard complies with all provisions of this Article, except for the separation distance from other billboards in Section 400.1580.B.1.; and
 7. The maximum number of sign faces or surfaces permitted on the electronic billboard is two (2).
- B. Transfer of Electronic Billboard Conversion. The owner of a billboard who has received conditional use approval to replace a billboard with an electronic billboard and has not installed the electronic billboard may apply for approval of a conditional use permit to transfer the right to install the electronic billboard at a different location on a new billboard support structure. The following conditions apply:
 1. The property where the originally approved billboard is located and the property where the relocated billboard is proposed are both adjacent to Interstate 70 right-of-way between the eastern limit of the City of St. Charles and the Interstate 70/ Highway 94 interchange;
 2. All existing billboards and freestanding on-premises electronic message signs and their supporting structures are permanently removed from the lot where the electronic billboard is proposed before the issuance of a building permit for the electronic billboard;

3. Additional billboards and additional freestanding on-premises electronic message signs are not allowed on the lot after the electronic billboard is constructed;
4. The lot where the electronic billboard is proposed is at least three (3) acres;
5. The maximum sign area of the relocated billboard does exceed the lesser of the maximum sign area of the originally approved billboard or 672 square feet;
6. Upon approval of a conditional use permit for an I-70 corridor electronic billboard relocation, the original conditional use approval for an electronic billboard becomes null and void;
7. The new billboard structure and electronic billboard must comply with all provisions of this Article, except for:
 - a. The separation distance requirements of Section 400.1580.B.1.;
 - b. The Separation distance requirements of Section 400.1580.B.2.; and
 - c. The height limitations of Section 400.1570.C.;
8. The maximum number of sign faces or surfaces permitted on a new billboard structure is two (2). If a conditional use approval to install only one (1) electronic billboard face is being transferred, a new billboard structure may only support one (1) electronic billboard face and one (1) additional face that is not considered to be electronic; and
9. The maximum total height of the new billboard structure does not exceed 65 feet above the natural grade where the billboard is installed or the grade level of the centerline of the highway to which the sign is oriented, whichever is higher.

Division 5 Administration and Enforcement

Section 400.1600 Sign Permits

A. Permits Required.

1. A sign permit is required to erect, install, relocate, modify, or change any sign within the City unless otherwise provided in this Article.
2. The term “modify” includes any change in or to an existing sign, its face, copy, colors, or supporting structures.

B. Conformity Required. Failure to conform to the conditions of a sign permit, including any conditions or stipulations attached to it by the Department of Community Development, HLPARB, or any applicable board, renders the permit void.

C. Filing Fee. Fees for sign permits are required in the amounts stated in [Section 150.030: Schedule of Fees, Fines, Costs, and Deposits](#).

D. Scope of Permit. Sign permits include approval of electrical work. All electrical work shall comply with the Electrical Code.

E. Permit Procedures.

1. Applicants for sign permits shall apply on a form supplied by the City and shall submit the application to the Community Development Department.
2. The application requires one (1) set of drawings in digital or paper format as provided on the City's application, prepared to scale, of the proposed sign, including all of the following information:
 - a. The address of the site for the proposed signage, the applicant's name, the name of the business, the business address, business telephone number, and contractor information;
 - b. The configuration of the proposed signage listing the height, width, total square footage, method of attachment, and method of illumination, including details of the fixture and screening, and colors and materials;
 - c. A site plan showing the proposed locations of signs;
 - d. Building elevations showing proposed locations of signs; and
 - e. A detailed plan showing the size, quantity, and type of landscaping for freestanding signs.

F. Review of Sign Permit Applications.

1. The Director of Community Development or their designee shall review and approve or deny all sign permit applications required by this Article based on the standards of this Article.
2. In locations where HLPARB approval is required, the Director or their designee shall set the matter for consideration by the HLPARB at its next regular meeting and issue a decision on the application in conformance with the HLPARB's determination.
3. Sign permit applications shall not be reviewed until land use approval has been issued for the subject property. Applicants are advised that obtaining land use approval may require additional time if approvals from the Planning and Zoning Commission or City Council are necessary to establish compliance with applicable land use regulations.

G. Expiration of Sign Permit.

1. Construction of a sign requiring approval of a sign permit shall begin within 180 days of its approval by City staff, the HLPARB, or City Council and be complete and functioning within 240 days of the approval.
2. The permit for any sign that is not constructed within the required period is automatically revoked.

Section 400.1610 Master Sign Plans

- A. Purpose. This Section describes the process for review of master sign plans for Planned Development Districts, which may require special signage consideration. In order to encourage superior design, quality and character, master sign plans allow for specialized review of signs and flexibility from standard signage requirements. If a master sign plan exists for a multi-lot development or subdivision, then individual lots within that subdivision or development shall not submit their own, separate master sign plan.
- B. Applicability.
 1. Planned Development Districts.
 - a. Master sign plans are not required for Planned Developments.
 - b. However, a master sign plan is required if the applicant proposes to vary the sign standards of this Article in the ordinance adopting the Planned Development District.
 - c. If the applicant elects to submit a master sign plan for a Planned Development District, the applicant shall submit it with the Preliminary Development Plan.
- C. Contents. A master sign plan must include the following information:
 1. An overall sign program with standards that address design, lighting, color, materials, and type and method of construction to ensure that all signs within the development are designed in a consistent and compatible manner;
 2. A written statement with supporting, scaled graphics that include, for all freestanding and attached signs:
 - a. Size, location, and number of all signs, including area, letter height, and height;
 - b. Materials, styles (letter colors, background colors, text, fonts, etc.), and colors for all signs subject to the master sign plan, including the context of where signs are placed along any site frontage or on any façade;
 - c. Type of illumination; and

- d. A design theme with illustrative examples of each sign type and the proposed general locations of each sign type.
3. A site plan and elevations identifying the location, number, setback, dimensional standards, and other design standards for all freestanding signs;
4. Standards for wall signs and other types of attached signs; and
5. Standards for any other proposed signage.

D. Review Process.

1. Planned Development Districts.

- a. The Planning and Zoning Commission shall review master sign plans and include recommendations to the City Council based on the following criteria:

(1) Consistency or departure from this Article;

(2) The compatibility of the proposed sign plan with other proposed district standards;
and

(3) The compatibility of the proposed sign plan with the community character.

- b. In reviewing the recommendation of the Planning and Zoning Commission, City Council has legislative discretion to approve, modify, or deny the proposed master sign plan.

E. Amendment Procedure. A master sign plan may be amended. Amendments shall follow the process for a new submittal under this Section, unless it is determined to be minor by the Director of Community Development.

Section 400.1620 Maintenance

A. Maintenance Required. Failure to comply with the maintenance requirements of this Section constitutes a violation of this Article.

B. Sign Maintenance.

1. The owner or person in possession of a lot shall maintain all signs located on the lot.
2. The owner or person in possession of the lot shall maintain all signs so that they:
 - a. Continue to conform to the conditions imposed by the sign permit;

- b. Substantially conform to its original condition without cracking, peeling, or fading of paint and other components; and
 - c. Are kept free of rust and rust stains.
- C. Notice and Repair. The owner or person in possession of the property shall repair any damage to a sign or sign base within 60 days of notice.
- D. Damage to Illuminated Signs. Any internally illuminated sign cabinets or sign panels that have been damaged shall remain unilluminated until repaired.
- E. Removal of Hazardous Signs. Any sign that has been damaged to such an extent that it poses a hazard to passersby requires immediate repair or removal.
- F. Maintenance of Required Landscaped Areas.
 - 1. Maintenance Required. The owner or person in possession of a lot shall maintain any landscaped area required by this Article as a condition of the sign permit.
 - 2. Maintenance Standards.
 - a. Maintenance includes, as appropriate, the provision of surface mulch, staking and guying, tree straightening, irrigation, fertilization, insect and disease control, pruning, mulching, and weeding.
 - b. The owner or person in possession of a lot shall keep all required landscaping free of litter and debris.
 - 3. Replacement of Plants.
 - a. Any plants that die or are removed as a result of death, disease, or damage require replacement in a reasonable time with an equal number and similar species and size at the next appropriate growing season.
 - b. Failure to replace dead, damaged, or diseased plant material constitutes a violation of this Article.

Section 400.1630 Enforcement

- A. Unauthorized Signs. City staff may remove unauthorized signs in the right-of-way or on public property without notice. City Staff may dispose of these signs within seven (7) days if they are not claimed.
- B. Signs Erected In Violation Of This Article.

1. City staff shall give written notice for any sign otherwise erected or maintained in violation of this Article.
2. Upon failure to correct the violation, City staff shall enforce this Article in accordance with Zoning Code Article XVIII: *Violations and Penalties*.

C. Administration.

1. Enforcement.

- a. The Department of Community Development is authorized and directed to enforce all of the provisions of this Article and perform the functions outlined for City staff within this Article.
- b. Upon presentation of proper credentials, City staff may enter at reasonable times any building, structure, or premises in the City to perform any duty imposed upon them by this Article.

2. Violations.

- a. Any person violating any of the provisions of this Article is guilty of an ordinance violation.
- b. The owner of any sign, building, or premises where any sign or other object that violates this Article is placed or exists, and any person who has knowingly assisted in the commission of any violation is guilty of a separate offense.

Section 400.1640 Non-Conforming Signs

A. Non-Conforming Signs.

1. Any sign that lawfully exists at the time of enactment of this Article may remain until the sign is substantially altered or changed or until another sign is proposed as a replacement for the existing sign. The replacement sign requires conformance with all provisions of this Article.
2. A non-conforming sign that is damaged to the extent of more than 50% of its replacement cost value requires removal or alterations to ensure conformity with the provisions of this Article.

B. Non-Conforming Billboards.

1. A billboard that lawfully existed at the time of enactment of this article may remain if the owner maintains it in good repair as required by Section 400.1620.

2. A non-conforming billboard that is not maintained in good repair is subject to removal or alterations to conform with this Article if it is damaged to the extent of more than 50% of its replacement cost value.

Section 400.1650 Abandoned Signs

A. Abandoned Signs.

1. Any sign or sign support structure for a business, organization, tenant, or other occupant of a lot that ceases operations on the premises for a period of at least 30 days is considered abandoned.
2. The owner or person in possession of the lot shall remove abandoned signs and support structures from the premises.

B. Abandoned Billboards

1. A billboard is deemed abandoned when it:
 - a. Is not maintained in good repair as required by Section 400.1620; and
 - b. Does not include advertising information other than for the use of the billboard for a period of 120 continuous calendar days.
2. The owner of an abandoned billboard shall remove the abandoned billboard and the support structure.

Sign Code Updates – Other Chapters of the Municipal Code

Section 215.1100 Sale of Fireworks

- D. The following standards shall be used for the review of any fireworks license and shall apply to the operation of the facility:
1. Structures from which fireworks are to be sold or stored shall not be located within one hundred (100) feet of any permanent structure or building, public park, swimming pool or public or private playground.
 2. Structures from which fireworks are sold or stored shall not be located within one hundred (100) feet of any structure in which petroleum products are sold or dispensed in any manner other than in closed containers.
 3. A maximum of two (2) semi-truck storage trailers or the equivalent area of trailer storage as determined by the Fire Marshal shall be allowed per location. Additional storage may be permitted upon review and approval of the Fire Marshal. Such trailers shall maintain a minimum of ten (10) foot separation, have DOT labels on them and must be marked "EMPTY" with four (4) inch letters when all contents are removed.
 4. All weeds and combustible materials shall be cleared from any sales location, including a distance of at least twenty-five (25) feet surrounding the sales location.
 5. A sign bearing the message "Discharge of Fireworks is Prohibited at All Times Within the City Limits of the City of St. Charles Except Between the Hours of 12:00 P.M. and 11:00 P.M. on July 3 and 4" in letters at least three (3) inches tall shall be conspicuously displayed at each sales location. Such sign shall not count towards the limits of allowable signage provided for by this Section. Additionally, the operator shall distribute to each purchaser a flyer of at least twenty-four (24) square inches containing the statement: "Discharge of Consumer Fireworks Within the City of St. Charles is Prohibited by Ordinance Except Between the Hours of 12:00 P.M. and 11:00 P.M. on July 3 and 4. Violators may be punished by a fine up to five hundred dollars (\$500.00) or up to three (3) months imprisonment or both."
 6. Fireworks stands shall comply with the provisions of the currently adopted Building Code relative to temporary structures. All stands shall be erected in a manner that will reasonably ensure the safety of all occupants, patrons and surrounding property.
 7. A minimum three (3) foot wide, unobstructed aisle running the length of the stand, inside and behind the sales counter, shall be provided.
 8. Each stand up to twenty-four (24) feet in length must have at least two (2) exits. Each stand in excess of twenty-four (24) feet must have at least three (3) exits. Exit locking devices, if any, shall be easily released from the inside without special knowledge, key or effort.

9. Each stand shall maintain a two and five-tenths (2.5) gallon, 2A rated water-pressure type fire extinguisher or an ABC minimum 2A:10BC rated fire extinguisher near each exit and such extinguishers shall be kept in good working order and shall be easily accessible.
10. Signage shall ~~not~~ be subject to the provisions of Chapter 400, but shall meet the following requirements:
 - a. ~~No pennants, streamers, balloons, searchlights, strobe lights, beacons, inflatable signs are permitted;~~
 - b. ~~No portable signage or off premises signage is permitted except as provided herein;~~
 - c. ~~No signage may be attached to non-commercial vehicles;~~
 - d. ~~Signage may not extend above or beyond the limits of the primary structure or the commercial vehicle(s) associated with the business;~~
 - e. ~~All signage must be attached to the primary structure being used for the sale of fireworks or to a commercial vehicle being used as storage or an integral part of the operation;~~
 - f. ~~No signage may be located in a public right of way or on public property;~~
 - g. ~~Total square footage of all signage viewable from any one (1) angle for one (1) location shall not exceed three hundred (300) square feet;~~
 - h. ~~When a location does not abut a public right of way and does not have direct access from such right of way, one (1) off site, freestanding sign or banner not to exceed thirty two (32) square feet shall be permitted, provided such sign does not interfere with public safety and is not within the public right of way. Such sign shall not contribute to the three hundred (300) square foot signage allowance.~~
11. Persons under sixteen (16) years of age shall not be employed upon the premises. If any person under eighteen (18) years of age is employed at a location selling fireworks, the location shall be supervised by at least one (1) person over the age of twenty-one (21).
12. Sales of fireworks shall be permitted only during the period June 25 through July 5 each year. No sales shall be permitted prior to 8:00 A.M. or after 10:00 P.M. on any day, except on July 1, 2 and 4, upon which days the closing time may be 11:00 P.M. and July 3, upon which day the closing time may be Midnight.
13. No sales of fireworks shall be made to any person under eighteen (18) years of age.
14. Licensees shall not permit smoking or any type of open flames upon the premises and shall prominently post at least two (2) signs prohibiting smoking.

15. Licensees shall not permit debris, wrappers or papers to accumulate on the premises and dumpsters shall be emptied as necessary to maintain the premises in a clean and orderly manner.
16. Licensees and employees shall not attract customers by means of flagging of vehicles or engage in any activity which obstructs or interferes with the free flow of traffic upon any street or highway.
17. Licensees shall be required to, at all times, possess and give to each paying customer, at no cost, a flyer clearly outlining both the days and times on which it is legal to set off, use, burn, explode or fire off fireworks as indicated in Section [215.1090](#).

Section 400.140 "A" Agricultural District

D. Conditional Uses.

1. The following uses may be permitted in the "A" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Airports and landing fields and accessory uses for general aviation.
 - b. Archery range, provided, that such range is approved by the Chief of Police.
 - c. Cemetery on a site of not less than twenty (20) acres.
 - d. Circus or carnival grounds, amusement park, zoo or midway, permanent or temporary, for specified time period.
 - e. Day camps and campgrounds.
 - f. Day care facilities subject to the following as may be modified through the conditional use process:
 - (1) Not more than ten (10) children not related to the operator shall be kept. Up to three (3) additional children over the age of two (2) may be kept for up to two (2) hours per day. Up to three (3) additional school-age children may be kept on unscheduled days of school closings; provided, that, at no time shall more than thirteen (13) children not related to the operator be kept.
 - (2) Such uses shall be permitted only if the rear yard in which the home would operate meets the minimum requirements of this Section and is enclosed with a suitable fence.
 - (3) Such uses are located in the dwelling used by the operator as his/her private residence.

- (4) The operator shall not employ more than one (1) full-time [forty (40) hours per week] assistant who does not reside on the premises or more than two (2) half-time [twenty (20) hours per week] assistants who do not reside on the premises.
- ~~(5) No advertising or identification sign shall be placed on the premises.~~
- (6) All City health and fire regulations are met.
- (7) All applicable State regulations are met.
- g. Dog kennels, commercial or non-commercial; provided any commercial open pens, runs, cages or kennels shall be located at least two hundred (200) feet from any side or rear lot lines.
- h. Dwellings and mobile homes occupied by persons employed on the premises or immediate members of the family or families owning or operating a farm.
- i. Educational institutions, including museums, art galleries and libraries.
- j. Excavation or filling, borrow pits, extraction, processing and removal of sand, gravel or stone and other major excavations other than for construction of swimming pools and foundations for buildings.
- k. Exposition center or fairgrounds.
- l. Golf courses, putting greens, driving ranges and similar activities operated as a business, including a building for a golf shop, locker room and snack bar as an accessory use to a golf course; provided no such building is located closer than one hundred (100) feet from adjoining property lines.
- m. Hospital or clinic for large or small animals; provided, that all buildings, structures, pens or open kennels shall be located at least two hundred (200) feet from any lot lines.
- n. Hospitals, congregate care facilities and group living arrangements.
- o. Livestock auction market.
- p. Racetrack, any type, subject to the following requirements for protective screening: where a racetrack directly adjoins a residential zoning district or a "PD" zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the owners and/or managers of the racetrack. The undeveloped area shall be planted with trees or shrubs or shall be maintained in a well kept lawn. The greenbelt shall not be used for off-street parking facilities, for driveways or for open storage. Along the inner side of the greenbelt, there shall be

provided a masonry wall at least six (6) feet in height above grade to separate the greenbelt from the racetrack facilities.

- q. Radio television transmission receiving station or tower; subject to building codes and further regulations of Section [400.470](#).
 - r. Recreational uses or facilities, commercially operated or for a private membership, such as game courts, swimming pools, tennis clubs, fishing or boating lakes, camping areas, picnic grounds, dude ranches or similar activities; and accessory facilities, including the sale of food, beverages, bait, incidentals, supplies and equipment; provided, that no such use, structure or accessory use is located closer than fifty (50) feet to any adjoining property lines.
 - s. Riding academies and commercial stables; provided, that any buildings for the keeping of animals shall be located at least two hundred (200) feet from any side or rear lot lines and the site size of the lot shall be no less than forty (40) acres.
 - t. Sports arenas or stadiums, commercial athletic fields or baseball parks.
 - u. Temporary and conditional permits may be provided for a period of two (2) years or less for the following uses:
 - (1) Asphalt batching plants or concrete batching plants.
 - (2) Non-accessory tents for special purposes.
 - (3) Outdoor displays for promotional activities.
 - v. Telecommunication towers, antennas attached to structures, or placement of a telecommunication antenna on an existing tower (co-location) where an expansion or enlargement of the existing tower enclosure is required. Telecommunication towers shall be located only on property that is a non-residential use.
 - w. Warming and cooling centers when accessory to a church or other place of worship. Occupancy limits for a warming and cooling center shall be determined by the Building Code Official and Fire Marshal.
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.

Section 400.150. "R-1C," "R-1D," "R-1E" Single-Family Residential Districts

D. Conditional Uses.

1. The following uses may be permitted in the "R-1C," "R-1D," and "R-1E" Districts as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Adult day care facilities.
 - b. Amateur radio operator's equipment, as licensed by the FCC, but not more than twenty (20) feet above the highest point of the primary structure on the property.
 - c. Bed-and-breakfast.
 - d. Cemetery on a site of one (1) acre or more.
 - e. Day care facilities subject to the following as may be modified through the conditional use process.
 - (1) Day care facilities located in an existing public or private school and accommodating students of that school only are not required to follow the procedures outlined in Section [400.1090](#).
 - (2) Not more than ten (10) children not related to the operator shall be kept. Up to three (3) additional children over the age of two (2) may be kept for up to two (2) hours per day. Up to three (3) additional school-age children may be kept on unscheduled days of school closings, provided that at no time shall more than thirteen (13) children not related to the operator be kept.
 - (3) Such uses shall be permitted only if the rear yard in which the home would operate meets the minimum requirements of this Section and is enclosed with a suitable fence.
 - (4) Such uses are located in the dwelling used by the operator as his/her private residence.
 - (5) The operator shall not employ more than one (1) full-time [forty (40) hours per week] assistant who does not reside on the premises or more than two (2) half-time [twenty (20) hours per week] assistants who do not reside on the premises.
 - (6) ~~No advertising or identification sign shall be placed on the premises.~~
 - (7) All City health and fire regulations are met.
 - (8) All applicable State regulations are met.

- f. Educational facilities such as public zoological gardens and public botanical gardens.
- g. Farm, truck garden, orchard or nursery.
- h. Golf courses, not lighted for night play, but including a building for a golf shop, locker room and snack bar as an accessory use to a golf course; provided no such building is located closer than one hundred (100) feet to adjoining property lines; and not including miniature golf courses, putting greens, driving ranges and similar activities operated as a business.
- i. Meeting facilities for fraternal, masonic and philanthropic clubs and organizations.
- j. Private club associated with a subdivision development or neighborhood clubs or neighborhood associations.
- k. Private dining service only within the Extended Historic Preservation District.
- l. Recreation facilities, such as fishing or boating lakes, boat docks, picnic grounds, swimming or tennis clubs or similar activities, and accessory facilities, including sale of food, beverages or bait.
- m. Shipping container homes, provided:
 - (1) The structure complies with all applicable provisions of the International Building Code;
 - (2) The structure is completely enclosed with vinyl, wood, cement board or brick siding; and
 - (3) The structure has a pitched roof constructed of wood or metal.

In approving the conditional use, the Planning and Zoning Commission may recommend and the City Council may impose additional conditions that are deemed necessary to maintain the desired consistency of land uses, land use intensities and land use impacts as related to the environs of the subject property.

- n. Short-term rental, provided the property satisfies the requirements provided in Section [400.421](#).
- o. Shouse, provided:
 - (1) The subject property has an area of less than one (1) acre; or
 - (2) The subject property is located within a platted subdivision; and

(3) The following architectural features are provided:

- (a) Residential-style windows and doors shall be provided upon the primary elevation. If an overhead door is proposed on the primary elevation it shall not be required to provide windows.
 - (b) A pitched roof shall be provided on the entire structure.
 - p. Telecommunication towers, antennas attached to structures, or placement of a telecommunication antenna on an existing tower (co-location) where an expansion or enlargement of the existing tower enclosure is required. Telecommunication towers shall be located only on property that is a non-residential use.
 - q. Warming and cooling centers when accessory to a church or other place of worship. Occupancy limits for a warming and cooling center shall be determined by the Building Code Official and Fire Marshal.
 - r. Wildlife reservations and similar conservation projects.
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.

Section 400.190 "O-I" Office Institution District

C. Conditional Uses.

1. The following uses may be permitted in the "O-I" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Boardinghouse.
 - b. Fraternity or sorority houses.
 - c. Halfway house subject to the following as may be modified through the conditional use process:
 - (1) One (1) parking space for every four (4) residents, including staff residents.
 - (2) **No exterior evidence of such use** and no sign advertising the use.
 - (3) At the time of original approval, no facility shall be located within five hundred (500) feet of another such facility, group living arrangement, congregational care facility, day care home or facility, residential district or use, hotel or motel, boardinghouse or guest house. The City Council shall have the authority to waive this requirement if the facilities are separated by a major thoroughfare, major waterway or other comparable barrier.

- (4) The applicant shall demonstrate that there is no negative impact property within five hundred (500) feet of the proposed facility.
 - (5) The original permit shall be limited to a one (1) year period, but may be renewed thereafter for two (2) year periods by the City Council. Renewals may be granted only after a public hearing.
- d. Halfway house for juvenile offenders subject to the following as may be modified through the conditional use process:
- (1) **No exterior evidence of such use** and no sign advertising the use.
 - (2) At the time of original approval, no facility shall be located within five hundred (500) feet of another such facility, group living arrangement, congregate care facility, day care home or facility, residential district or use, hotel or motel, boardinghouse or guest house. The City Council shall have the authority to waive this requirement if the facilities are separated by a major thoroughfare, major waterway or other comparable barrier.
 - (3) The applicant shall demonstrate that there is no negative impact property within five hundred (500) feet of the proposed facility.
 - (4) The original permit shall be limited to a one (1) year period, but may be renewed thereafter for two (2) year periods by the City Council. Renewals may be granted only after a public hearing.
- e. Telecommunication towers, antennas attached to structures, or placement of a telecommunication antenna on an existing tower (co-location) where an expansion or enlargement of the existing tower enclosure is required.
- f. Warming and cooling centers when accessory to a church or other place of worship. Occupancy limits for a warming and cooling center shall be determined by the Building Code Official and Fire Marshal.

Section 400.330 "SMPD" South Main Preservation District

- E. Signs. Signs and billboards shall be permitted as required in Article XVI of the Zoning Code Section 400.1830. All signs shall be reviewed and approved by the Historic Landmarks Preservation and Architectural Review Board in accordance with the standards and purposes of the South Main Preservation District.

Section 400.420 Bed-And-Breakfast Establishments

A. Bed-and-breakfast establishments are a conditional use in all residential zoning districts and permitted in agricultural zoning districts subject to the home occupation provisions of this Section as well as Section [400.430](#). Bed-and-breakfast establishments are permitted by right within the "HCD" Historic Commercial District and "FD" Frenchtown I District. A bed-and-breakfast establishment shall be carried on entirely within the dwelling unit by a member of the family residing in the dwelling unit, shall clearly be incidental and secondary to the use of the dwelling unit for residential purposes and shall conform to the following standards and provisions:

1. Any necessary business license shall be obtained pursuant to the requirements of the City of St. Charles Finance Department.
2. Other types of occupation or professions may be permitted within the building where the bed-and-breakfast establishment is located, subject to the City's home occupation regulations.
3. Maximum Floor Area Allowed.
 - a. Buildings of less than two thousand five hundred (2,500) square feet of interior living space shall be allowed to use no more than three (3) bedrooms, nor more than fifty percent (50%) of the livable floor area of the building for the bed-and-breakfast establishment.
 - b. Buildings of greater than two thousand five hundred (2,500) square feet of interior living space may be allowed up to six (6) bedrooms but no more than fifty percent (50%) of the livable floor area for use of the bed-and-breakfast establishment.
 - c. The applicant shall provide a floor plan showing the specific location of the areas to be used for the bed-and-breakfast establishment.
4. No non-family person shall be employed.
5. No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.
6. There shall be no exterior display, ~~no exterior sign~~, except as permitted herein, no exterior storage of materials and no other exterior indication of the bed-and-breakfast establishment or variation from the residential character of the building.
- ~~7. One (1) sign shall be permitted which shall be unanimated, non-illuminated, flat or window sign having an area of not more than one hundred forty four (144) square inches. The sign shall be attached flat to the building.~~
8. No machinery or equipment shall be installed which interferes with radio or television reception and which is not customarily incidental to the bed-and-breakfast establishment.

9. One (1) unobstructed off-street parking space shall be provided for each available bedroom in the bed-and-breakfast establishment. The Director of Community Development may grant a variance if it can be shown that adequate parking already exists.
10. No additions shall be added to the residence to establish this use.
11. No lodger shall be rented a room for longer than seven (7) consecutive days.
12. No meals may be served, except for breakfast and/or brunch.
13. Meals may be served only to overnight guests.
14. The owner/occupant is required to maintain a guest register which shall be available for inspection by the City.

Section 400.430 Home Occupations

- A. A home occupation is an occupation or profession which is customarily carried on entirely within the dwelling unit by a member of the family residing in the dwelling unit, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and which conforms to the standards and provisions provided herein. Home occupations may be for profit or not-for-profit.
 1. Standards. Home occupations shall conform to the following standards:
 - a. Up to four (4) types of occupation or profession shall be permitted within the occupied building.
 - b. The total area utilized by home occupations may not exceed twenty-five percent (25%) of the total floor area and in no event more than five hundred (500) square feet of floor area of the occupied building.
 - c. All employees and business partners must reside in the dwelling unit or be related to the applicant by blood, marriage, or adoption; however, with the review and approval of a conditional use for one (1) outside employee/business partner to work from the home occupation location.
 - d. No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.
 - e. There shall be no exterior display, ~~no exterior sign~~, except as permitted herein, no exterior storage of materials, no direct access from outside the principal building to the home occupation except that which serves the residential portion, and no other exterior indication of the home occupation or variation from the residential character of the principal building.

- ~~f. One (1) sign shall be permitted which shall be an unanimated, non-illuminated, flat or window sign having an area of not more than one hundred forty-four (144) square inches attached flat to the building.~~
- g. There shall be no customer business hours between 8:00 P.M. and 8:00 A.M.
- h. No machinery or equipment shall be installed which interferes with radio or television reception and which is not customarily incidental to the practice of such occupation or profession.
- i. No machinery or equipment shall be permitted which is not customarily found within or incidental to residential use of property.

Section 400.480 Temporary Retail Sales And Outdoor Display of Merchandise.

- F. Criteria For Special Events. Special events may be conducted on private property within the "C-1," "C-2," "C-3," "O-I," "I-1," "I-2," "CBD," "FHCD" or "HCD" zoning districts and within the commercial portion of any planned development district, provided the following conditions are met:
- 1. Permit Required.
 - a. A special event permit shall be required for a special event.
 - b. A special event permit application shall be submitted to the Department of Community Development at least fourteen (14) days prior to the start date of the special event to allow sufficient time for review of the application. Additional requirements associated with a special event such as a liquor license may require additional review time.
 - c. The fee for a special event permit is twenty-five dollars (\$25.00) and shall be paid at the time the special event permit application is submitted.
 - d. A special event permit application shall be reviewed by the Director of Community Development in conjunction with the Departments of Fire, Police and Public Works.
 - e. Each special event permit application shall include a site sketch; the dates and hours of the special event; anticipated attendance each day; an agenda, itinerary or schedule of events for each day; a detailed plan for parking both on site and off site, a traffic management plan, a sign plan, identification of all temporary structures; food, vending, and alcoholic beverages service or sales, on-site restroom facilities plan, litter receptacle plan and security plan; the dates, times and location of any live music performance or music broadcast that is amplified by speakers or any other means; a site remediation plan; and any other information deemed necessary by the City.

- f. Each special event permit application shall include documentation that the owner of the property where the special event will be held has authorized the property to be used for the special event. This requirement includes property used for parking.
2. Standards For Special Event Permits.
- a. There shall not be more than four (4) special events located upon the same property within the same calendar year, and each special event shall not exceed a period of three (3) consecutive days. These requirements may be modified by a conditional use permit issued by the City Council upon recommendation by the Planning and Zoning Commission.
 - b. The special event shall only be conducted in accordance with the special event permit issued, including any conditions or restrictions.
 - c. It is the sole responsibility of the special event applicant to demonstrate and ensure that public safety, adequate on-site restroom facilities and litter control are provided.
 - d. The special event applicant shall demonstrate that the special event will not cause traffic congestion given the anticipated attendance in relation to the design of adjacent streets and intersections. A traffic management plan shall be submitted as part of the request for a special event permit.
 - e. The special event applicant shall demonstrate that adequate off-street parking is available for the anticipated attendance of the special event and that the event shall not cause a shortage of parking for any other use. Off-street parking used for a special event must be a solid surface such as asphalt or concrete.
 - f. The sign plan submitted with the special event permit application shall be reviewed in accordance with Chapter 400, Article XVI, Sign Regulations. Notwithstanding, the Director of Community Development may approve temporary signage totaling twenty-four (24) square feet in the form of a banner or portable sign. Properties with multiple street frontages may have such signs totaling twenty-four (24) square feet on each frontage.
 - g. Upon conclusion of the special event, the site must be restored to its previous condition within twenty-four (24) hours.
 - h. The City may inspect, as may be necessary, to ensure compliance with this Section and all other ordinances relating thereto.

Section 400.490 Sidewalk Cafes – Definitions, Standards And Criteria

- C. Standards, Criteria And Conditions. The following standards, criteria and conditions shall apply to the establishment and operation of sidewalk cafes:

1. Sidewalk cafes are restricted to the sidewalk frontage of the building where the restaurant is located. The design of sidewalk cafes shall be so that there is a free flow of pedestrian access on the sidewalk.
2. No sidewalk cafe permit shall be issued where the tables and chairs would be placed within five (5) feet of bus stops, fire hydrants, non-pedestrian alleyways, a pedestrian crosswalk or a handicapped corner curb cut.
3. Sidewalk cafes shall be located in such a manner that a distance of not less than forty-four (44) inches is maintained at all times as a clear and unobstructed pedestrian path between the curb line or the lateral line of a street and the adjacent property line or shall comply with the American with Disabilities Act requirements, whichever is greater.
4. No object shall be permitted around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the free use of the tables and chairs by the general public or which would have the effect of obstructing the pedestrian path. Exceptions to this requirement may be granted by the City Council through the approval of a right-of-way encroachment license when sidewalk cafes are located on street right-of-way used solely for pedestrian traffic, provided, that adequate walkway space, as determined by the City Engineer, is provided for pedestrian traffic.
5. Tables, chairs, umbrellas and other permissible objects provided within the sidewalk cafe shall be of quality, design, materials, size, elevation and workmanship both to ensure the safety and convenience of users.
6. Umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material.
7. Tables, chairs, umbrellas and other permissible objects provided with a sidewalk cafe shall be maintained with a clean appearance and shall be in good repair at all times.
8. ~~Except for in any of the recognized historic districts, the following condition shall apply: a maximum of one (1) menu board and one (1) specials board shall be permitted per sidewalk cafe. The board shall be in compliance with the sign ordinance. Signs are permitted on umbrellas and shall be in compliance with the sign ordinance.~~
9. The permit may be transferred to a new owner only for the location and area listed on the permit. The transferee of the permit shall be required to comply with this Section, Section [400.500](#), applicable insurance requirements and execute a right-of-way encroachment license.
10. The Mayor may require the temporary removal of sidewalk cafes for special events, or when street, sidewalk or utility repairs necessitate such action.

11. The Mayor may order the immediate removal or relocation of all or parts of a sidewalk cafe in emergency situations or for safety considerations, without notice. The City and its officers and employees shall not be responsible for sidewalk cafe fixtures relocated during emergencies.
12. The permittee shall use positive action to ensure that its use of the sidewalk in no way interferes with sidewalk users or limits their free, unobstructed passage.
13. The area covered by the permit, including the sidewalk, curb and gutter immediately adjacent to it and all sidewalk frontage of the restaurant for which the permit is issued, shall be maintained in a neat and orderly appearance at all times by the permittee. The area shall be kept clear of all debris. The permittee shall also be responsible for cleaning the ground or floor surface on which the sidewalk cafe is located and the gutter area immediately adjacent to the sidewalk cafe. Such cleaning shall include pressure cleaning. If the area covered by the permit is not maintained in a neat and orderly appearance after five (5) days' written notice, the City may then take steps necessary to place the property in a neat and clean order and charge the permittee with the reasonable cost of repairs. Such action by the City does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.
14. ~~No advertising signs or business identification signs shall be permitted in the public right-of-way except as permitted in Subsection (C)(3) of this Section.~~
15. No tables, chairs or any other parts of sidewalk cafes shall be attached, chained or in any manner affixed to any tree, post, sign or other fixture, curb or sidewalk in or near the permitted area.
16. Sidewalk cafe seating shall be included when determining the requirements for parking and bathroom facilities of the restaurant.
17. No cooking or fire apparatus shall be allowed on the public sidewalk whether or not such area is covered by this permit.
18. Only the sidewalk cafe equipment specifically shown on the approved site plan drawing referenced in Section [400.500\(B\)\(5\)](#) shall be allowed in the permit area. The estimated chair count per table may vary within the prescribed area, provided that the chairs remain within the approved sidewalk cafe area. No permanent storage of chairs, tables, dishes, silverware or other sidewalk cafe equipment shall be allowed in the permit area, in any portion of the public right-of-way or outside the structural confines of the building in which the restaurant is located; however, the permittee may maintain such non-permanent structures as rolling service stations in the permit area during hours of operation.
19. There shall be no live entertainment or speakers placed in the permit area unless approved and properly permitted by the City.

20. The City shall, as deemed necessary, inspect all sidewalk cafes for which permits have been issued to determine whether such sidewalk cafes conform to the criteria set forth in this Subsection.
21. The hours of operation for a sidewalk cafe shall be from the start of business until 11:00 P.M. or thirty (30) minutes after last food service, whichever is earlier, unless the sidewalk cafe is completely enclosed by fencing or barricades in which case the hours of operation for the sidewalk cafe shall cease at 1:00 A.M.
22. Section [600.100](#) of this Code, which prohibits drinking in public places, shall not be enforceable against patrons of a duly permitted sidewalk cafe so long as open containers of alcohol remain within the sidewalk cafe's premises and are only available for consumption during the sidewalk cafe's hours of operation.

Section 400.1870 Clothing Drop Boxes

- A. Clothing drop boxes shall only be permitted in accordance with the requirements and conditions of this Section.
 1. Only exempt organizations pursuant to 26 U.S.C. § 501 may place upon its property or sponsor a clothing drop box.
 2. A clothing drop box shall not exceed six (6) feet in height, four (4) feet in width and four (4) feet in depth.
 3. Clothing drop boxes shall be constructed of metal or wood and shall be secured at all times except when being emptied by its owner or sponsor.
 4. Clothing drop boxes shall be located a minimum of twenty (20) feet from any driveway curb cut and outside any sight distance triangle as described in Section [400.540](#). A clothing drop box shall not be located within any required street frontage buffer or landscape buffer, front, side or rear yard setback or in front of the front building line. A clothing drop box shall not encroach on any minimum required parking spaces.
 5. No more than one (1) clothing drop boxes shall be permitted on site at any time.
 6. Clothing drop boxes shall be emptied at least two (2) times per week or as often as necessary to prevent the contents from overflowing the box.
 7. ~~Any sign or label affixed to a clothing drop box shall pertain only to the box or the sponsoring organization.~~ The name, address and telephone number of the owner shall be affixed to the box to enable the ownership of the box to be readily ascertained.

8. No clothing drop box shall be permitted in the South Main Preservation District, the Landmarks Preservation District, the Historic Downtown District, the Frenchtown Neighborhood District and the Commons Neighborhood District.
9. Site Plan Review. Any organization desiring to place or sponsor a clothing drop box shall submit to the Community Development Department:
 - a. A site plan which adequately and accurately describes the location of the box which may consist of a "red-lined" portion of a previously approved site plan or plat, and
 - b. A letter from the person who owns or has the right to possession of the property authorizing the use of the site as the location of a box.
10. Clothing drop boxes owned or operated by a for profit entity shall obtain and pay a business license fee pursuant to Chapter [605](#).

Chapter 640 Itinerant Merchant, Garage Sales and Door-to-Door Residential Sales

Article II Garage Sales

Section 640.050 Advertising

- ~~A. Signs Permitted. Only the following specified signs may be displayed in relation to a garage sale:
 1. Two (2) Signs Permitted. Two (2) signs of not more than four (4) square feet shall be permitted to be displayed on the property of the residence where the garage sale is being conducted.
 2. Directional Signs. Two (2) signs of not more than two (2) square feet each are permitted, provided permission to erect such signs is received from the property owners upon whose property such signs are to be placed.~~
- ~~B. Time Limitation. No sign shall be exhibited for more than two (2) days prior to the day such sale is to commence.~~
- ~~C. Removal Of Signs. Signs must be removed each day at the close of the garage sale activities or by the end of daylight, whichever first occurs.~~

Chapter 665 Sexually Oriented Business Regulations

Article II Location, Building and Signage Restrictions.

Section 665.070. Sign Restrictions

- ~~A. Notwithstanding any other ordinance, code or regulation to the contrary, it shall be unlawful for the operator of any sexually oriented business or any other person to erect, construct or maintain any sign for the sexually oriented business other than the one (1) primary sign and one (1) secondary sign as provided herein.~~
- ~~B. Primary signs shall have no more than two (2) display surfaces. Each such display surface shall:~~
- ~~1. Not contain any flashing lights;~~
 - ~~2. Be a flat plane, rectangular in shape;~~
 - ~~3. Not exceed seventy five (75) square feet in area; and~~
 - ~~4. Not exceed ten (10) feet in height or ten (10) feet in length.~~
- ~~C. Primary signs shall contain no photographs, silhouettes, drawings or pictorial representations in any manner and may contain only the name of the establishment.~~
- ~~D. Each letter forming a word on a primary sign shall be of solid color and each such letter shall be the same print type, size and color. The background behind such lettering on the display surface of a primary sign shall be of a uniform and solid color.~~
- ~~E. Secondary signs shall have only one (1) display surface. Such display surface shall:~~
- ~~1. Be a flat plane, rectangular in shape;~~
 - ~~2. Not exceed twenty (20) square feet in area;~~
 - ~~3. Not exceed five (5) feet in height and four (4) feet in width; and~~
 - ~~4. Be affixed or attached to any wall or door of the enterprise.~~
- ~~F. The provisions of Subsection (B)(1) and Subsections (C) and (D) shall also apply to secondary signs.~~
- ~~G. Any sign erected prior to the enactment of this Chapter shall be considered a lawful non-conforming sign.~~

Sponsor: Michael Galba, Bart Haberstroh

AN ORDINANCE AMENDING CHAPTER 400 OF THE ZONING CODE OF THE CITY’S CODE OF ORDINANCES BY REPEALING AND REPLACING THE SIGN REGULATIONS AT ARTICLE XVI OF CHAPTER 400, AND UPDATING OTHER SECTIONS OF THE CITY’S CODE OF ORDINANCES CONCERNING THE NEW SIGN REGULATIONS.

Whereas, a comprehensive revision of the Sign Regulations, which are currently set forth in Article XVI of Chapter 400 of the City’s Code of Ordinances, was undertaken for purposes of ensuring continued compliance with recent case law, creating additional flexibility, and improving the readability of such regulations for a better understanding by staff and the public; and

Whereas, by this ordinance, current Article XVI of Chapter 400 shall be repealed in its entirety and replaced by a new Article XVI of Chapter 400 (the “New Sign Code”); and

Whereas, with the enactment of the New Sign Code, other sections in the City’s Code of Ordinances are affected, which necessitates updating Section 215.1100 (sale of fireworks) and other sections in Chapter 400 (the Zoning Code), and necessitates the repeal of Section 640.050 (garage sales advertising) and Section 665.070 (adult business signage).

Now Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Section 215.1100 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 215.1100 Sale of Fireworks

- A. It shall be unlawful for any person to sell, offer to sell or expose for sale any fireworks of any type whatsoever within the City without first having obtained a “fireworks stand” license for each location at which fireworks are sold or offered for sale from the Director of Finance; provided, however, that this Section shall not apply to the sale of fireworks in wholesale lots by any person holding a wholesale license to do business within the City for use or sale outside the City or for use within the City in the manner permitted by Section 215.1090.
- B. The Director of Finance is authorized to issue to any person a “fireworks stand” license to permit sales of fireworks now or hereafter classified as “1.4G Class C Common Fireworks” by the United States Department of Transportation. Licenses shall be issued for fireworks stands located only in “C-2,” “C-3,” “I-

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

1” or “I-2” zoning districts as defined in Chapter 400 of this Code of Ordinances or other similar zoning of the County on property which has been annexed but has not received a zoning designation by the City.

- C. An application for a “fireworks stand” license shall be submitted to the Department of Community Development by June first and shall include the following:
1. A permit fee of six thousand dollars (\$6,000.00) for each proposed location for fireworks sales.
 2. A statement that the applicant agrees to comply strictly with the terms of this Chapter, the laws of the State of Missouri, St. Charles County and the City of St. Charles, Missouri.
 3. A cash deposit, irrevocable letter of credit or a surety bond made payable to the City of St. Charles, Missouri, in the amount of three thousand dollars (\$3,000.00) for each location to be operated by the applicant shall be submitted. Such deposit, letter or bond shall ensure compliance with the provisions of this Section, including, but not limited to, the removal of the stand, provisions for temporary electrical service and the cleaning and restoration of the site upon which it was located in accordance with the provisions of this Section. The licensee must remove the stand, items pertaining to the business and restore the site within ten (10) days after the completion of the sales period. In the event the licensee does not comply with the provisions of this Section or does not remove the stand or restore the site as required, the City may do so or cause the same to be done and the reasonable cost thereof shall be charged against the licensee and the deposit, letter of credit or surety bond.
 4. A site plan showing the following:
 - a. Address or site location;
 - b. Property owner and operator names, addresses and phone numbers;
 - c. Size of the lot and tent;
 - d. Location of the tent(s) and all other structures or equipment, including trailers and storage units located on the lot;
 - e. Location of all existing driveway entrances and temporary parking lot areas;

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- f. Location of required restroom facilities [a minimum of one (1) portable facility on site is required];
 - g. Location of required dumpsters [a minimum of one (1) two-yard dumpster for a location having one thousand (1,000) square feet or less of sales area and a minimum of two (2) two-yard dumpsters or one (1) four-yard dumpster for a location having more than one thousand (1,000) square feet of sales area];
 - h. Location of required on-site, off-street customer parking spaces [a minimum of one (1) space per three hundred (300) square feet of sales area is required];
 - i. Location of nearest fire hydrant;
 - j. Proof of a valid Missouri State sales tax number;
 - k. Other information as may be required by the City to ensure public health and safety.
5. An electrical inspection must be obtained from the Department of Community Development. All electrical work including generators must be performed by an electrician licensed with the City. Note that locations that did not have valid firework stand permits prior to January 1, 2003, are required to have underground electric supply lines.
 6. A certificate of flame resistance must be submitted for each tent and a fire inspection must be obtained from the St. Charles Fire Department.
 7. Approval of the driveway entrance and approval of the construction of temporary surfacing for a parking lot permit from the Department of Public Works are required if a new driveway or temporary surfacing (defined as aggregate, asphalt millings, wood chips or other material used to cover the ground surface for the purpose of temporarily improving the ground surface to better enable it to serve vehicular or foot traffic) is to be installed. These approvals must address the following:
 - a. If a vertical curb is present at the entrance location, a concrete approach may be constructed and left in place to the right-of-way line. If an approach is not constructed, the existing curb must be removed prior to use of the parking lot and replaced within sixty (60) days of the removal.
 - b. Temporary parking permits are granted for no more than thirty (30) consecutive calendar days and the construction of the parking facility

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must not begin more than fourteen (14) calendar days before the beginning of the intended use.

- c. No portion of City-owned right-of-way shall be surfaced and a minimum of a ten (10) foot parking setback shall be provided.
 - d. Where used, temporary paving material shall be removed and vegetation reestablished on the site within ten (10) calendar days of the final date of fireworks sales.
 - e. Where temporary surfacing material is used, a cash deposit, irrevocable letter of credit or a surety bond made payable to the City of St. Charles, Missouri, will be required by the Director of Community Development or his/her designee. The security shall be subject to the condition that the reparative measures (actions taken to return disturbed land to the condition and appearance that existed before the temporary use) be performed within the first ten (10) days following the intended usage of the temporary facility as indicated on the temporary parking lot application. The security shall be valid for the entire ten-day period after which it will be forfeited to the City if reparative measures are not complete. If the reparative measures are not completed within the specified time, the City may use the funds from the security of any necessary portion thereof to complete the reparative measures. If the security is inadequate to pay for the costs of the reparative measures, the City shall recover the balance from the property owner.
 - f. Each application for construction of a temporary parking lot or new entrance shall include the following: a sketch showing the property dimensions, parking lot dimensions, entrance locations and dimensions and color photographs [a minimum of six (6)] of the site.
8. A certificate of occupancy for any tent or structure from the Department of Community Development.
- D. The following standards shall be used for the review of any fireworks license and shall apply to the operation of the facility:
1. Structures from which fireworks are to be sold or stored shall not be located within on hundred (100) feet of any permanent structure or building, public park, swimming pool or public or private playground.
 2. Structures from which fireworks are sold or stored shall not be located within one hundred (100) feet of any structure in which petroleum products are sold or dispensed in any manner other than in closed containers.

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3. A maximum of two (2) semi-truck storage trailers or the equivalent area of trailer storage as determined by the Fire Marshal shall be allowed per location. Additional storage may be permitted upon review and approval of the Fire Marshal. Such trailers shall maintain a minimum of ten (10) foot separation, have DOT labels on them and must be marked "EMPTY" with four (4) inch letters when all contents are removed.
4. All weeds and combustible materials shall be cleared from any sales location, including a distance of at least twenty-five (25) feet surrounding the sales location.
5. A sign bearing the message "Discharge of Fireworks is Prohibited at All Times Within the City Limits of the City of St. Charles Except Between the Hours of 12:00 P.M. and 11:00 P.M. on July 3 and 4" in letters at least three (3) inches tall shall be conspicuously displayed at each sales location. Such sign shall not count towards the limits of allowable signage provided for by this Section. Additionally, the operator shall distribute to each purchaser a flyer of at least twenty-four (24) square inches containing the statement: "Discharge of Consumer Fireworks Within the City of St. Charles is Prohibited by Ordinance Except Between the Hours of 12:00 P.M. and 11:00 P.M. on July 3 and 4. Violators may be punished by a fine up to five hundred dollars (\$500.00) or up to three (3) months imprisonment or both."
6. Fireworks stands shall comply with the provisions of the currently adopted Building Code relative to temporary structures. All stands shall be erected in a manner that will reasonably ensure the safety of all occupants, patrons and surrounding property.
7. A minimum three (3) foot wide, unobstructed aisle running the length of the stand, inside and behind the sales counter, shall be provided.
8. Each stand up to twenty-four (24) feet in length must have at least two (2) exits. Each stand in excess of twenty-four (24) feet must have at least three (3) exits. Exit locking devices, if any, shall be easily released from the inside without special knowledge, key or effort.
9. Each stand shall maintain a two and five-tenths (2.5) gallon, 2A rated water-pressure type fire extinguisher or an ABC minimum 2A:10BC rated fire extinguisher near each exit and such extinguishers shall be kept in good working order and shall be easily accessible.
10. Signage shall ~~not~~ be subject to the provisions of Chapter 400, ~~but shall meet the following requirements:~~

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- ~~a. No pennants, streamers, balloons, searchlights, strobe lights, beacons, inflatable signs are permitted;~~
 - ~~b. No portable signage or off premises signage is permitted except as provided herein;~~
 - ~~c. No signage may be attached to non-commercial vehicles;~~
 - ~~d. Signage may not extend above or beyond the limits of the primary structure or the commercial vehicle(s) associated with the business;~~
 - ~~e. All signage must be attached to the primary structure being used for the sale of fireworks or to a commercial vehicle being used as storage or an integral part of the operation;~~
 - ~~f. No signage may be located in a public right-of-way or on public property;~~
 - ~~g. Total square footage of all signage viewable from any one (1) angle for one (1) location shall not exceed three hundred (300) square feet;~~
 - ~~h. When a location does not abut a public right-of-way and does not have direct access from such right-of-way, one (1) off-site, freestanding sign or banner not to exceed thirty-two (32) square feet shall be permitted, provided such sign does not interfere with public safety and is not within the public right-of-way. Such sign shall not contribute to the three hundred (300) square foot signage allowance.~~
11. Persons under sixteen (16) years of age shall not be employed upon the premises. If any person under eighteen (18) years of age is employed at a location selling fireworks, the location shall be supervised by at least one (1) person over the age of twenty-one (21).
12. Sales of fireworks shall be permitted only during the period June 25 through July 5 each year. No sales shall be permitted prior to 8:00 A.M. or after 10:00 P.M. on any day, except on July 1, 2 and 4, upon which days the closing time may be 11:00 P.M. and July 3, upon which day the closing time may be Midnight.
13. No sales of fireworks shall be made to any person under eighteen (18) years of age.
14. Licensees shall not permit smoking or any type of open flames upon the premises and shall prominently post at least two (2) signs prohibiting smoking.

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15. Licensees shall not permit debris, wrappers or papers to accumulate on the premises and dumpsters shall be emptied as necessary to maintain the premises in a clean and orderly manner.
 16. Licensees and employees shall not attract customers by means of flagging of vehicles or engage in any activity which obstructs or interferes with the free flow of traffic upon any street or highway.
 17. Licensees shall be required to, at all times, possess and give to each paying customer, at no cost, a flyer clearly outlining both the days and times on which it is legal to set off, use, burn, explode or fire off fireworks as indicated in Section 215.1090.
- E. All items permitted under Chapter 320, RSMo., except those classified as “1.4G Class C Common Fireworks” by the United States Department of Transportation, may be sold without acquiring a “fireworks stand” license.
 - F. Any license granted hereunder may be suspended and all sales prohibited by the Mayor and/or his/her designee upon violation of any of the provisions listed in this Section which pose a danger to the public or if any ordinance violation remains uncorrected for twenty-four (24) hours after the licensee has been given notice to correct a violation by the City. If a written request is delivered to the office of the Mayor within ten (10) days of the suspension, a hearing shall be held within ten (10) days of the receipt of such written request by the Mayor to determine the existence of the violation and the appropriateness of the suspension. Any licensee whose license has been suspended and does not request a hearing before the Mayor, or whose suspension is upheld by the Mayor, shall not be licensed in the next succeeding year for fireworks sales.

SECTION 2. Section 400.140 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.140 “A” Agricultural District

- A. Purpose. The purpose of the “A” Agricultural District is to provide for agricultural activities, to provide for spacious residential development for those who choose this environment and to prevent untimely scattering of more dense urban uses, which should be confined to areas planned for efficient extension of public services.
- B. Permitted Uses. A building or land in the “A” Agricultural District shall be used only for the following purposes:

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1. Agricultural activities on a farm of three (3) acres or more, including general farming, truck gardening, cultivation of field crops, orchards, groves or nurseries for growing or propagation of plants, turf, trees and shrubs, dairy farming, keeping or raising for sale of large or small animals, reptiles, fish, birds or poultry and including structures for storage and processing; provided, that commercial slaughtering and processing of large animals such as horses, cows, pigs, sheep or goats shall not be conducted on the premises.
 2. Educational facilities such as:
 - a. Public zoological gardens;
 - b. Public botanical gardens;
 - c. Bird sanctuaries; and
 - d. Arboretums.
 3. Greenhouse, commercial.
 4. Public and private parks and open spaces.
 5. Reservoirs.
 6. Single-family dwellings.
 7. Wildlife reservations and other similar conservation projects.
 8. Placement of a telecommunication antenna on an existing telecommunication tower (co-location) where no expansion or enlargement of the existing tower enclosure is required.
- C. Permitted Accessory Uses. The following accessory uses are permitted in the "A" District:
1. Buildings used as contractors' or construction operations during development of the tract or subdivision on which they are located. They shall be removed upon completion or abandonment of the project or the end of a two-year period, whichever is sooner.
 2. Dwelling unit used for guests.

3. Fertilizer storage, for farm use only, in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building, but not manufacture, processing, retail or wholesale.
4. Garage, private.
5. Garden house, tool house, playhouse or greenhouse incidental to residential use.
6. Grain storage, blending and packaging for farm use only, but not milling.
7. Home occupations.
8. Marinas and boat docks.
9. Storage of a boat trailer, self-propelled camper, camp trailer or a boat, but not in a front yard.

D. Conditional Uses.

1. The following uses may be permitted in the "A" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Airports and landing fields and accessory uses for general aviation.
 - b. Archery range, provided, that such range is approved by the Chief of Police.
 - c. Cemetery on a site of not less than twenty (20) acres.
 - d. Circus or carnival grounds, amusement park, zoo or midway, permanent or temporary, for specified time period.
 - e. Day camps and campgrounds.
 - f. Day care facilities subject to the following as may be modified through the conditional use process:
 - (1) Not more than ten (10) children not related to the operator shall be kept. Up to three (3) additional children over the age of two (2) may be kept for up to two (2) hours per day. Up to three (3) additional school-age children may be kept on unscheduled days of school closings; provided, that, at no time shall more than thirteen (13) children not related to the operator be kept.

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- (2) Such uses shall be permitted only if the rear yard in which the home would operate meets the minimum requirements of this Section and is enclosed with a suitable fence.
- (3) Such uses are located in the dwelling used by the operator as his/her private residence.
- (4) The operator shall not employ more than one (1) full-time [forty (40) hours per week] assistant who does not reside on the premises or more than two (2) half-time [twenty (20) hours per week] assistants who do not reside on the premises.
- ~~(5) No advertising or identification sign shall be placed on the premises.~~
- (6) All City health and fire regulations are met.
- ~~(67)~~ All applicable State regulations are met.
- g. Dog kennels, commercial or non-commercial; provided any commercial open pens, runs, cages or kennels shall be located at least two hundred (200) feet from any side or rear lot lines.
- h. Dwellings and mobile homes occupied by persons employed on the premises or immediate members of the family or families owning or operating a farm.
- i. Educational institutions, including museums, art galleries and libraries.
- j. Excavation or filling, borrow pits, extraction, processing and removal of sand, gravel or stone and other major excavations other than for construction of swimming pools and foundations for buildings.
- k. Exposition center or fairgrounds.
- l. Golf courses, putting greens, driving ranges and similar activities operated as a business, including a building for a golf shop, locker room and snack bar as an accessory use to a golf course; provided no such building is located closer than one hundred (100) feet from adjoining property lines.
- m. Hospital or clinic for large or small animals; provided, that all buildings, structures, pens or open kennels shall be located at least two hundred (200) feet from any lot lines.

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- n. Hospitals, congregate care facilities and group living arrangements.
- o. Livestock auction market.
- p. Racetrack, any type, subject to the following requirements for protective screening: where a racetrack directly adjoins a residential zoning district or a "PD" zoning district, a landscaped greenbelt at least fifty (50) feet in width shall be provided and maintained along the appropriate property line by the owners and/or managers of the racetrack. The undeveloped area shall be planted with trees or shrubs or shall be maintained in a well kept lawn. The greenbelt shall not be used for off-street parking facilities, for driveways or for open storage. Along the inner side of the greenbelt, there shall be provided a masonry wall at least six (6) feet in height above grade to separate the greenbelt from the racetrack facilities.
- q. Radio television transmission receiving station or tower; subject to building codes and further regulations of Section 400.470.
- r. Recreational uses or facilities, commercially operated or for a private membership, such as game courts, swimming pools, tennis clubs, fishing or boating lakes, camping areas, picnic grounds, dude ranches or similar activities; and accessory facilities, including the sale of food, beverages, bait, incidentals, supplies and equipment; provided, that no such use, structure or accessory use is located closer than fifty (50) feet to any adjoining property lines.
- s. Riding academies and commercial stables; provided, that any buildings for the keeping of animals shall be located at least two hundred (200) feet from any side or rear lot lines and the site size of the lot shall be no less than forty (40) acres.
- t. Sports arenas or stadiums, commercial athletic fields or baseball parks.
- u. Temporary and conditional permits may be provided for a period of two (2) years or less for the following uses:
 - (1) Asphalt batching plants or concrete batching plants.
 - (2) Non-accessory tents for special purposes.
 - (3) Outdoor displays for promotional activities.
- v. Telecommunication towers, antennas attached to structures, or placement of a telecommunication antenna on an existing tower (co-

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location) where an expansion or enlargement of the existing tower enclosure is required. Telecommunication towers shall be located only on property that is a non-residential use.

w. Warming and cooling centers when accessory to a church or other place of worship. Occupancy limits for a warming and cooling center shall be determined by the Building Code Official and Fire Marshal.

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.

E. Design Standards. (See also Article II, Division 2, Design Standards, for additional regulations.) In the "A" District, the design standards shall be as follows:

1. Minimum lot area: three (3) acres.

2. Minimum lot width at the building line: one hundred fifty (150) feet.

3. Minimum street frontage: twenty-five (25) feet.

4. Minimum lot depth: two hundred (200) feet.

5. Maximum height of building: two and one half (2 1/2) stories or thirty-five (35) feet.

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

a. Front yard setback: fifty (50) feet.

b. Side yard setback: twenty (20) feet.

c. Rear yard setback: five (50) feet.

7. Off-street parking and loading requirements shall be as contained in Article V, Division 1, Parking.

8. Minimum Floor Elevation. Floor elevations shall be at least one (1) foot above the Corps of Engineers' 100-year flood elevation.

9. Protective Screening. All exterior solid waste containers and container racks or stands for any non-conforming use which is a permitted or conditional use in any multi-family, commercial or industrial district shall be screened

from public view by an enclosure which complies with the requirements contained in Section 400.965(B)(4).

SECTION 3. Section 400.150 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.150. “R-1C,” “R-1D,” “R-1E” Single-Family Residential Districts

A. Purpose. The purpose of the “R-1C,” “R-1D,” “R-1E” Single-Family Residential Districts is to provide for low-density, single-family, residential development on lots where water and sewer facilities generally are provided, together with such churches, recreational facilities and accessory uses as may be necessary or are normally compatible with residential surroundings. In general, the districts are located where urbanization and full utilities and public services exist or are planned for the reasonably near future.

B. Permitted Uses. Buildings or land in the “R-1C,” “R-1D,” “R-1E” Districts shall be used only for the following uses:

1. Group living arrangements.
2. Public parks and open spaces.
3. Parking lots for governmental purposes.
4. Public schools, government-owned buildings and places of worship.
5. Single-family dwellings, but not manufactured homes.
6. Shouse, provided:
 - a. The subject property has an area of one (1) acre or greater; and
 - b. The subject property is not located within a platted subdivision; and
 - c. The following architectural features are provided:
 - (1) Residential-style windows and doors shall be provided upon the primary elevation. If an overhead door is proposed on the primary elevation it shall not be required to provide windows.
 - (2) A pitched roof shall be provided on the entire structure.

7. Telecommunication, specifically placement of a telecommunication antenna on an existing telecommunication tower (co-location) where no expansion or enlargement of the existing tower enclosure is required.
- C. Permitted Accessory Uses. The following accessory uses are permitted in the “R-1C,” “R-1D,” “R-1E” Districts:
1. Buildings used as contractors’ or construction operations during development of the tract or subdivision on which they are located. They shall be removed upon completion or abandonment of the project or at the end of a two (2) year period, whichever is sooner.
 2. Garage.
 3. Garden house, tool house, playhouse or greenhouse incidental to residential use.
 4. Home occupations.
 5. Swimming pools and game courts, lighted or unlighted, for use by occupants or their guests in accord with the conditions stated in Section 400.620.
- D. Conditional Uses.
1. The following uses may be permitted in the “R-1C,” “R-1D,” and “R-1E” Districts as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Adult day care facilities.
 - b. Amateur radio operator’s equipment, as licensed by the FCC, but not more than twenty (20) feet above the highest point of the primary structure on the property.
 - c. Bed-and-breakfast.
 - d. Cemetery on a site of one (1) acre or more.
 - e. Day care facilities subject to the following as may be modified through the conditional use process.
 - (1) Day care facilities located in an existing public or private school and accommodating students of that school only are not required to follow the procedures outlined in Section 400.1090.

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- (2) Not more than ten (10) children not related to the operator shall be kept. Up to three (3) additional children over the age of two (2) may be kept for up to two (2) hours per day. Up to three (3) additional school-age children may be kept on unscheduled days of school closings, provided that at no time shall more than thirteen (13) children not related to the operator be kept.
- (3) Such uses shall be permitted only if the rear yard in which the home would operate meets the minimum requirements of this Section and is enclosed with a suitable fence.
- (4) Such uses are located in the dwelling used by the operator as his/her private residence.
- (5) The operator shall not employ more than one (1) full-time [forty (40) hours per week] assistant who does not reside on the premises or more than two (2) half-time [twenty (20) hours per week] assistants who do not reside on the premises.
- ~~(6) No advertising or identification sign shall be placed on the premises.~~
- (67) All City health and fire regulations are met.
- (78) All applicable State regulations are met.
- f. Educational facilities such as public zoological gardens and public botanical gardens.
- g. Farm, truck garden, orchard or nursery.
- h. Golf courses, not lighted for night play, but including a building for a golf shop, locker room and snack bar as an accessory use to a golf course; provided no such building is located closer than one hundred (100) feet to adjoining property lines; and not including miniature golf courses, putting greens, driving ranges and similar activities operated as a business.
- i. Meeting facilities for fraternal, masonic and philanthropic clubs and organizations.
- j. Private club associated with a subdivision development or neighborhood clubs or neighborhood associations.

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- k. Private dining service only within the Extended Historic Preservation District.
- l. Recreation facilities, such as fishing or boating lakes, boat docks, picnic grounds, swimming or tennis clubs or similar activities, and accessory facilities, including sale of food, beverages or bait.
- m. Shipping container homes, provided:
 - (1) The structure complies with all applicable provisions of the International Building Code;
 - (2) The structure is completely enclosed with vinyl, wood, cement board or brick siding; and
 - (3) The structure has a pitched roof constructed of wood or metal.

In approving the conditional use, the Planning and Zoning Commission may recommend and the City Council may impose additional conditions that are deemed necessary to maintain the desired consistency of land uses, land use intensities and land use impacts as related to the environs of the subject property.

- n. Short-term rental, provided the property satisfies the requirements provided in Section 400.421.
- o. Shouse, provided:
 - (1) The subject property has an area of less than one (1) acre; or
 - (2) The subject property is located within a platted subdivision; and
 - (3) The following architectural features are provided:
 - (a) Residential-style windows and doors shall be provided upon the primary elevation. If an overhead door is proposed on the primary elevation it shall not be required to provide windows.
 - (b) A pitched roof shall be provided on the entire structure.
- p. Telecommunication towers, antennas attached to structures, or placement of a telecommunication antenna on an existing tower (co-location) where an expansion or enlargement of the existing tower enclosure is required. Telecommunication towers shall be located only on property that is a non-residential use.

- q. Warming and cooling centers when accessory to a church or other place of worship. Occupancy limits for a warming and cooling center shall be determined by the Building Code Official and Fire Marshal.
 - r. Wildlife reservations and similar conservation projects.
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.
- E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the “R-1C,” “R-1D,” “R-1E” Districts:
1. Minimum lot area:
 - a. “R-1C” District: twelve thousand five hundred (12,500) square feet.
 - b. “R-1D” District: nine thousand (9,000) square feet.
 - c. “R-1E” District: seven thousand (7,000) square feet.
 2. Minimum lot width at the building line:
 - a. “R-1C” District: one hundred (100) feet.
 - b. “R-1D” District: seventy-five (75) feet.
 - c. “R-1E” District: sixty (60) feet.
 - d. Two hundred (200) feet for a church.
 3. Minimum street frontage shall be twenty-five (25) feet.
 4. Minimum lot depth:
 - a. “R-1C” District: one hundred twenty five (125) feet.
 - b. “R-1D” District: one hundred (100) feet.
 - c. “R-1E” District: one hundred (100) feet.
 5. Minimum setback requirements measured from the building line to the property line:

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- a. Front yard setback:
 - (1) "R-1C" District: thirty (30) feet.
 - (2) "R-1D," "R-1E" Districts: twenty-five (25) feet.
 - b. Side yard setback:
 - (1) "R-1C" District: ten (10) feet.
 - (2) "R-1D" and "R-1E" Districts: seven (7) feet.
 - c. Rear yard setback: twenty-five (25) feet.
6. Maximum Lot Coverage. Not more than forty percent (40%) of the lot area shall be covered by the principal building and accessory structures.
 7. Maximum height of building: two and one half (2 1/2) stories or thirty-five (35) feet.
 8. Minimum floor area in square feet: one thousand (1,000) square feet for a single-family dwelling unit.
 9. Public Utilities. Requirements are contained in Section 400.610.
 10. Off-Street Parking And Loading Requirements.
 - a. Requirements for off-street parking and loading are contained in Article V, Division 1, Parking.
 - b. One (1) commercial vehicle licensed for not more than twelve thousand (12,000) pounds gross vehicular weight and used by the occupant of the dwelling may be parked on the premises.
 - c. Protective Screening. All exterior solid waste containers and container racks or stands for any non-conforming use, which is a permitted or conditional use in any multi-family, commercial or industrial district, shall be screened from public view by an enclosure which complies with the requirements contained in Section 400.965(B)(4).

SECTION 4. Section 400.190 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.190 “O-I” Office Institution District

- A. Purpose. The purpose of the “O-I” Office Institution District is to provide for the development of certain low-intensity business and professional offices. The district will ensure compatible uses of commercial and adjacent residential districts by serving as a transitional area, generating a light vehicular and pedestrian traffic flow.
- B. Permitted Uses. All uses in the “O-I” District are restricted to low-intensity, light traffic-generating businesses and offices and for the following purposes:
1. Uses permitted in any “R-1” or “R-2” District except single-family or two-family residences.
 2. Banks and savings and loan associations without drive-up service.
 3. Congregate care facilities.
 4. Day care facilities or adult day care facilities.
 5. Hospitals and orphanages, subject to the requirements of Section 400.440.
 6. Institutions, art galleries and museums.
 7. Institutions of higher education, including classroom buildings, dormitories, gymnasiums and other uses incidental to the operation of an institution of higher education.
 8. Office.
 9. Public parks and open spaces.
 10. Senior housing facilities, provided that such facilities are offered on the same lot as a congregate care facility as defined within this Chapter.
 11. Short-term rental, subject to Section 400.421 and is located within the following Superimposed Districts:
 - a. “SMPD.”
 - b. “EHP.”

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- c. "HDD."
- d. "FPD."
- e. "CPD."
- f. "LMPD."

C. Conditional Uses.

1. The following uses may be permitted in the "O-I" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Boardinghouse.
 - b. Fraternity or sorority houses.
 - c. Halfway house subject to the following as may be modified through the conditional use process:
 - (1) One (1) parking space for every four (4) residents, including staff residents.
 - (2) No exterior evidence of such use ~~and no sign advertising the use.~~
 - (3) At the time of original approval, no facility shall be located within five hundred (500) feet of another such facility, group living arrangement, congregate care facility, day care home or facility, residential district or use, hotel or motel, boardinghouse or guest house. The City Council shall have the authority to waive this requirement if the facilities are separated by a major thoroughfare, major waterway or other comparable barrier.
 - (4) The applicant shall demonstrate that there is no negative impact property within five hundred (500) feet of the proposed facility.
 - (5) The original permit shall be limited to a one (1) year period, but may be renewed thereafter for two (2) year periods by the City Council. Renewals may be granted only after a public hearing.
 - d. Halfway house for juvenile offenders subject to the following as may be modified through the conditional use process:
 - (1) No exterior evidence of such use ~~and no sign advertising the use.~~

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- (2) At the time of original approval, no facility shall be located within five hundred (500) feet of another such facility, group living arrangement, congregate care facility, day care home or facility, residential district or use, hotel or motel, boardinghouse or guest house. The City Council shall have the authority to waive this requirement if the facilities are separated by a major thoroughfare, major waterway or other comparable barrier.
 - (3) The applicant shall demonstrate that there is no negative impact property within five hundred (500) feet of the proposed facility.
 - (4) The original permit shall be limited to a one (1) year period, but may be renewed thereafter for two (2) year periods by the City Council. Renewals may be granted only after a public hearing.
- e. Telecommunication towers, antennas attached to structures, or placement of a telecommunication antenna on an existing tower (co-location) where an expansion or enlargement of the existing tower enclosure is required.
 - f. Warming and cooling centers when accessory to a church or other place of worship. Occupancy limits for a warming and cooling center shall be determined by the Building Code Official and Fire Marshal.

D. (Reserved)

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

1. Minimum lot area: seven thousand five hundred (7,500) square feet.
2. Minimum lot width at the building line: zero (0).
3. Minimum lot depth: zero (0).
4. Maximum lot coverage: forty percent (40%).
5. Maximum height of building: two and one-half (2 1/2) stories or thirty-five (35) feet.

Maximum height of building may be increased to ten (10) stories or one hundred forty (140) feet on a campus of an institution of higher learning by the provision of an additional five (5) feet of setback from all exterior

property lines for each additional story and upon review and approval by the Planning and Zoning Commission.

“GPRS” bonus:

All tiers: three (3) stories or forty-five (45) feet, except when adjoining a residential zoning district.

6. Minimum setback requirements measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.
“GPRS” bonus:
Tiers 1 and 2: twenty (20) feet.
Tier 3: fifteen (15) feet.
 - b. Side yard setback: zero (0), except fifteen (15) feet when adjoining residential zoning district.
 - c. Rear yard setback: twenty-five (25) feet.
“GPRS” bonus:
Tiers 1 and 2: twenty (20) feet.
Tier 3: fifteen (15) feet, except when adjoining a residential zoning district.
7. Minimum 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. Additional 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 “O-I” Zoning District adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifteen (15) feet in width shall be provided and maintained along the appropriate property line by the users

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of the “O-I” 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 fifteen-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (commercial 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 spaced.

c. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage.

11. Landscaping. The required front yard shall be planted with trees, shrubs or well-kept lawn.

SECTION 5. Section 400.330 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.330. “SMPD” South Main Preservation District.

A. Purpose. The purpose of the South Main Preservation District is to preserve historic areas, buildings, monuments or other historic features which contribute or will contribute to the heritage of the City or the State. The district also provides for the protection of historic areas, buildings, monuments or features, and their surroundings within a reasonable distance, from obviously incongruous development or uses of land. Banquet centers and meeting facilities as a primary use shall not be permitted in the South Main Preservation District as a permitted or a conditional use.

B. Permitted Uses. A building or land shall be used only for the following purposes:

1. Any use or accessory use permitted in the zoning district in which the premises are situated and upon which the South Main Preservation District is superimposed, including single-family dwellings, except as provided in Section 400.330(B)(2). Banquet centers and meeting facilities as a primary use shall not be permitted in the South Main Preservation District as a permitted use.
2. Restaurants, cafes or cafeterias.

C. Conditional Uses. The purpose of the conditional use process is to allow the establishment of a use which has some special impact or uniqueness such that its effect on the surrounding environment cannot be determined in advance of the use being proposed for a particular location. The conditional use process provides the City with the means to review the location, design, configuration of uses and potential impacts and compatibility with the surrounding area. In approving the conditional use, the Planning and Zoning Commission may recommend and the City Council may impose conditions or safeguards as are deemed necessary to protect the surrounding properties and public generally. The following uses may be permitted in the "SMPD" as a conditional use, if approved by the City Council following recommendation by the Planning and Zoning Commission:

1. Any conditional use in the zoning district in which the premises are situated and upon which the South Main Preservation District is superimposed, except as provided in Section 400.220(B)(2). Banquet centers and meeting facilities shall only be permitted as a conditional use secondary to the principal/primary use.
2. Any permitted/conditional use that requires a liquor license, provided that any land use where alcoholic beverages are sold and consumed incidental to the sale of food, provided that no alcoholic beverages may be sold to patrons standing or sitting at a bar, whether or not such sale is incidental to the sale of food, and the only exception to this latter proviso is that alcoholic beverages may be sold at an exposed bar in a microbrewery. Any microbrewery allowed within this district shall have a restaurant.
 - a. Conditional Use Regulations. Due to the potential negative secondary effects of the location and operations of establishments that predominantly sell intoxicating beverages, the City Council may place additional regulations on these uses to reduce or eliminate these effects, including, but not limited to, hours of operation, separation and location restrictions, other nuisances, and the manner of operation.

- b. Limits On Conditional Liquor Uses. No more than four (4) conditional uses may be approved within the SMPD for non-restaurant liquor uses.
3. The performance of live music in restaurants, cafes or cafeterias. For purposes of this Section, the performance of live music shall be limited to the playing of musical instruments or vocals, both of which shall not be amplified by any means, electronic or otherwise. Sunday through Thursday the performance of live music shall stop at or before 8:00 P.M. when performed on the exterior of the premises, and shall stop at or before 9:00 P.M. when performed inside a restaurant, cafe or cafeteria. Friday and Saturday the performance of live music shall stop at or before 10:00 P.M., whether performed on the exterior of the premises or inside a restaurant, cafe or cafeteria. The times of performance of live music may be limited as a condition to a conditional use permit.

D. Special Building And Occupancy Permit.

1. No person shall be permitted to build, erect, construct, alter, destroy or remove buildings or structures, or in any way change the outward appearance of any building or structure in the South Main Preservation District without having obtained a certificate of appropriateness from the Historic Landmarks Preservation and Architectural Review Board.
 2. Evidence of such required approval shall be a certificate of appropriateness issued by the Historic Landmarks Preservation and Architectural Review Board. Such certificate shall be a statement signed by the Chairperson of the Board, stating that the exterior architectural features of the proposed construction, reconstruction, alteration, removal or restoration for which application for approval by the Board has been made as approved by the Board.
 3. No building permit or certificate of occupancy shall be issued for any building or structure within the South Main Preservation District, unless such applicant shall furnish with his application for such permit a copy of certificate of appropriateness.
- E. Signs. Signs and billboards shall be permitted as required in Article XVI of the Zoning Code Section 400.1830. All signs shall be reviewed and approved by the Historic Landmarks Preservation and Architectural Review Board in accordance with the standards and purposes of the South Main Preservation District.
- F. Lighting. All outdoor, temporary, decorative lighting must obtain a certificate of appropriateness from the Historic Landmarks Preservation and Architectural

Review Board prior to installation, except from November 15 through January 15, at which time only white non-twinkling, non-chasing miniature lights will be allowed. This Subsection (F) shall not apply to the display of any such lighting installed by the City of St. Charles, or its designee, for the use and enjoyment of the public.

SECTION 6. Section 400.420 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.420 Bed-And-Breakfast Establishments

- A. Bed-and-breakfast establishments are a conditional use in all residential zoning districts and permitted in agricultural zoning districts subject to the home occupation provisions of this Section as well as Section 400.430. Bed-and-breakfast establishments are permitted by right within the "HCD" Historic Commercial District and "FD" Frenchtown I District. A bed-and-breakfast establishment shall be carried on entirely within the dwelling unit by a member of the family residing in the dwelling unit, shall clearly be incidental and secondary to the use of the dwelling unit for residential purposes and shall conform to the following standards and provisions:
1. Any necessary business license shall be obtained pursuant to the requirements of the City of St. Charles Finance Department.
 2. Other types of occupation or professions may be permitted within the building where the bed-and-breakfast establishment is located, subject to the City's home occupation regulations.
 3. Maximum Floor Area Allowed.
 - a. Buildings of less than two thousand five hundred (2,500) square feet of interior living space shall be allowed to use no more than three (3) bedrooms, nor more than fifty percent (50%) of the livable floor area of the building for the bed-and-breakfast establishment.
 - b. Buildings of greater than two thousand five hundred (2,500) square feet of interior living space may be allowed up to six (6) bedrooms but no more than fifty percent (50%) of the livable floor area for use of the bed-and-breakfast establishment.
 - c. The applicant shall provide a floor plan showing the specific location of the areas to be used for the bed-and-breakfast establishment.
 4. No non-family person shall be employed.

5. No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.
6. There shall be no exterior display, ~~no exterior sign~~, except as permitted herein, no exterior storage of materials and no other exterior indication of the bed-and-breakfast establishment or variation from the residential character of the building.
- ~~7. One (1) sign shall be permitted which shall be unanimated, non-illuminated, flat or window sign having an area of not more than one hundred forty four (144) square inches. The sign shall be attached flat to the building.~~
- 7.8. No machinery or equipment shall be installed which interferes with radio or television reception and which is not customarily incidental to the bed-and-breakfast establishment.
- 8.9. One (1) unobstructed off-street parking space shall be provided for each available bedroom in the bed-and-breakfast establishment. The Director of Community Development may grant a variance if it can be shown that adequate parking already exists.
- ~~9.10.~~ No additions shall be added to the residence to establish this use.
- ~~10.11.~~ No lodger shall be rented a room for longer than seven (7) consecutive days.
- ~~11.12.~~ No meals may be served, except for breakfast and/or brunch.
- ~~12.13.~~ Meals may be served only to overnight guests.
- ~~13.14.~~ The owner/occupant is required to maintain a guest register which shall be available for inspection by the City.

SECTION 7. Section 400.430 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.430 Home Occupations

- A. A home occupation is an occupation or profession which is customarily carried on entirely within the dwelling unit by a member of the family residing in the dwelling unit, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and which conforms to the standards and provisions provided herein. Home occupations may be for profit or not-for-profit.

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1. Standards. Home occupations shall conform to the following standards:
 - a. Up to four (4) types of occupation or profession shall be permitted within the occupied building.
 - b. The total area utilized by home occupations may not exceed twenty-five percent (25%) of the total floor area and in no event more than five hundred (500) square feet of floor area of the occupied building.
 - c. All employees and business partners must reside in the dwelling unit or be related to the applicant by blood, marriage, or adoption; however, with the review and approval of a conditional use for one (1) outside employee/business partner to work from the home occupation location.
 - d. No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.
 - e. There shall be no exterior display, ~~no exterior sign~~, except as permitted herein, no exterior storage of materials, no direct access from outside the principal building to the home occupation except that which serves the residential portion, and no other exterior indication of the home occupation or variation from the residential character of the principal building.
 - ~~f. One (1) sign shall be permitted which shall be an unanimated, non-illuminated, flat or window sign having an area of not more than one hundred forty four (144) square inches attached flat to the building.~~
 - ~~f.g.~~ There shall be no customer business hours between 8:00 P.M. and 8:00 A.M.
 - ~~g.h.~~ No machinery or equipment shall be installed which interferes with radio or television reception and which is not customarily incidental to the practice of such occupation or profession.
 - ~~h.i.~~ No machinery or equipment shall be permitted which is not customarily found within or incidental to residential use of property.
2. Specific Examples Permitted. Permitted home occupations include, but are not limited to, the following list of occupations:
 - a. A profession such as an engineer, architect, doctor, dentist, consultant or lawyer.
 - b. Dressmakers, seamstresses or tailors.

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- c. Music, dancing and other teachers or tutors; provided the instruction is limited to one (1) pupil at a time, except for occasional groups.
 - d. Beauty and barber services having not more than one (1) operator.
 - e. Real estate or insurance services.
 - f. Photography studio primarily devoted to photography of individuals or small groups.
 - g. Minor repair service.
 - h. Artists, artisans, and crafts people, with items produced on premises.
 - i. Nursery schools, kindergartens, and child-sitting services caring for six (6) or fewer children, including a maximum of three (3) children under the age of two (2), at the same physical address, not including members of the immediate family of the operator. Children who live in the operator's home and who are eligible for enrollment in a public kindergarten, elementary, or high school shall not be considered in the total number of children being cared for.
 - j. Internet-based businesses without on-site warehousing or stock-in-trade.
 - k. Except as noted above, permitted home occupations shall be allowed no more than one (1) customer at a time.
3. Specific Examples Prohibited. The following uses are specifically prohibited as home occupations:
- a. Vehicular repair, detailing or sales.
 - b. Rental business.
 - c. Stables or kennels.
 - d. Eating or drinking places.
 - e. Nursery schools and kindergartens and child-sitting services having more than four (4) children at any one time, not including members of the immediate family of the operator.

- f. Retail or wholesale sales with stock-in-trade and customers coming to the home, including, but not limited to, dealers in groceries, appliances, automobiles, computers, and pharmaceuticals.
 - g. Veterinarian services or animal hospitals.
 - h. Mortuaries and embalming establishments.
 - i. Private clubs, including fraternity and sorority houses.
 - j. Sales, distribution or auction services relating to firearms or alcohol.
4. Permit, Application And Issuance.
- a. Every person engaged in a home occupation shall obtain a home occupation permit from the Department of Community Development, and shall obtain a business license if one is required for that occupation.
 - b. When an application for a home occupation permit is filed, the Department of Community Development shall schedule a permit application conference, and shall send a notice of the conference to the applicant, to the residence on the adjacent properties on all four (4) sides, and to the Councilmember of that ward. The purpose of the conference is the discussion of the requirements of the City ordinances and the proposed home occupation. The applicant, the persons from the adjacent residences, and the Councilmember may attend and participate in the conference. Notification of the decision to issue the permit or to deny it shall be mailed to the applicant, to the adjacent residences, and to the Councilmember.
5. Permit Revocation. Whenever the Director of Community Development determines that a permit holder has violated any of the standards contained within this Section, the Director may initiate the following revocation proceedings.
- a. The Director shall notify the permit holder of the intent to revoke the permit, and state that the revocation will become effective ten (10) days after the date the notice is mailed by registered or certified mail or is delivered to the permit holder at the home where the home occupation is located.
 - b. The permit holder may appeal the decision to revoke within the ten (10) day period by delivering a written appeal to the Department of Community Development.

- c. If the permit holder appeals the Director's revocation decision, the Mayor shall set a date for a hearing, giving at least ten (10) days' written notice of the hearing to the permit holder, the adjacent residence, and the Councilmember. The Mayor shall hear and determine the case, and shall cause a record of the case to be kept, and copies shall be made available to any interested person upon the payment of a reasonable fee.

SECTION 8. Section 400.480 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.480 Temporary Retail Sales And Outdoor Display of Merchandise.

- A. Intent And Purpose. It is the intent and purpose of this Section to permit defined temporary retail sales uses, outdoor display of merchandise and special events within the City on a controlled, time-limited basis while controlling any adverse impacts on the City's permanent uses. This Section is not intended to be a way to circumvent the strict application of the use districts. Therefore, time limits are to be strictly enforced. This Section does not apply to garage sales, vehicle sales, garden centers accessory to retail establishments, farm produce stands, fireworks stands licensed under Section 215.1100, non-profit organization fund-raising events or to authorized vendors permitted under the auspices of City-recognized civic events.
- B. Definitions. For the purposes of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

OUTDOOR DISPLAY OF MERCHANDISE

The outdoor displaying of goods or products normally offered for sale inside a business on the subject property. Such display may include items offered only on a seasonal basis such as salt or mulch in bags.

SPECIAL EVENT

A temporary use of land for the temporary gathering of people for a limited duration of time held outside and conducted on non-residentially zoned private property which is open to the general public. The use may or may not involve retail sales as an accessory component of the special event. A special event does not include City-sponsored events and festivals which may involve the use of private property but are primarily conducted on public property.

TEMPORARY RETAIL SALES USE

Selling products, merchandise or service to the public, conducted on a temporary basis and not occupying a permanent structure on the property on which it is located. The use may or may not occupy a tent or other

removable structure and may or may not be conducted by the owner or lessee of the property. The use may, but need not, be associated with a permanent use on the property.

- C. Temporary Retail Sales Permitted In Non-Residential Zoning Districts. If not already provided for as a permitted or conditional use by this Chapter, a temporary retail sales use shall be a conditional use in the non-residential zoning districts of the City, provided the use meets the criteria set forth in this Section. This Section shall not supersede or substitute for any other Section of this Chapter that requires another type of permit, certification or approval.
- D. Criteria For Temporary Retail Sales Uses. A temporary retail sales use may be conducted by the owner, tenant or lessee of any property located within a non-residential zoning district, provided the use meets the following criteria:
1. The temporary retail sales use shall obtain a conditional use permit as recommended by the Planning and Zoning Commission and as approved by the City Council. In reviewing the conditional use permit application, the following criteria and standards shall apply:
 - a. Sales of products, services or merchandise not allowed by the specific zoning district in question shall not be permitted.
 - b. The temporary retail sales use shall not generate noise, vibration, glare, fumes, odors or electrical interference beyond what normally occurs in the applicable zoning district.
 - c. No more than one (1) temporary retail sales use may operate at any given time on the same property, unless approved by the same or a separate conditional use permit.
 - d. The same location on private property may not have a temporary use more than six (6) times within a calendar year, unless approved by the conditional use permit.
 - e. Adequate parking for the customers of the temporary retail sales use shall be provided in accordance with Sections 400.660 through 400.700, and required spaces for the principal use of the property shall not be reduced, unless approved by the conditional use permit.
 - f. The temporary retail sales use shall be limited in duration by the purpose for which the permit is sought and as specified through the conditional use permit.

- g. A bond or other security agreement, in such amount to be determined by the City, as necessary, requiring and ensuring that the property be kept clean of all trash and debris during and immediately after the temporary retail sales use must be posted with the City prior to the establishment of the use.
 - h. Information on parking, traffic circulation, fire prevention, insurance vendors and health certificates where applicable shall be evaluated. If off-site parking is to be used, then written permission from the owner of the property on which parking is proposed must be provided.
 - i. In issuing a conditional use permit, the Planning and Zoning Commission may recommend and the City Council may approve appropriate conditions and safeguards as are necessary to protect the public interest and ensure harmony with the intent and purpose of this Section. If an applicant fails to meet such conditions, if the use becomes a nuisance or if any provision of the Code of Ordinances is violated by the use, the conditional use permit may be revoked by the Department of Community Development upon providing the applicant with written notice of the revocation. If the use endangers the public health or safety, then the Director of Community Development may revoke the permit immediately. The applicant may appeal the revocation of the conditional use permit to the Planning and Zoning Commission.
 - j. No conditional use permit authorizing a temporary retail sales use shall be transferable, assignable or otherwise alienable, nor shall any such permit be granted authorizing a temporary retail sales use in a residential zoning district. Temporary retail sales uses shall be expressly prohibited in residential zoning districts.
2. Natural Disaster Or Other Health And Safety Emergencies. Temporary uses and structures that may be necessary as a result of a natural disaster or other health and safety emergencies, as determined by the Mayor, shall be permitted for the duration of the emergency or a maximum of sixty (60) days.
- E. Criteria For Outdoor Display Of Merchandise. Except for outdoor displays of merchandise in the South Main Preservation District which shall be governed by Subsection 400.480(G) and outdoor displays of merchandise approved by the City as part of a development plan, merchandise (items that are typically offered for sale within the corresponding business) may only be displayed outside an allowed, licensed business within a "C-1," "C-2," "C-3," "I-1" or "I-2" Zoning District, provided that the following conditions are met:
- 1. Display Area.

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- a. The display area shall not extend beyond an area ten (10) feet beyond the storefront; and
 - b. There shall be a continuous, unobstructed four-foot-wide path from the back of the curb or street and/or drive aisle if no curb exists. No portion of the display shall be on publicly owned property unless the applicant shall first have obtained approval for such uses from the City; and
 - c. The display of merchandise shall not extend beyond the width of the storefront; and
 - d. No required off-street parking space or loading area will be utilized for such display; and
 - e. For any business that is located on a corner, merchandise may only be displayed in the area along the main entrance; and
 - f. Merchandise shall not be attached to or hanging from any structure; and
 - g. Merchandise may only be displayed during the business hours of operation.
2. This Subsection (E) shall in no way be deemed to authorize the outdoor display of salvage material or any other items not ordinarily allowed for sale in the corresponding zoning district in which the use is situated.
 3. The provisions of this Subsection (E) shall not apply in the “HCD” Historic Commercial District, the “SMPD” South Main Preservation District or “LMPD” Landmark Preservation District.
 4. The requirements of Subsection (E)(1)(a) through (g) may be modified if the Planning and Zoning Commission recommends and the City Council approves a conditional use permit granting the modification in accordance with the following criteria:
 - a. How the proposed conditional use (the use in general) is in harmony with the purposes, goals, objectives, policies and standards of the St. Charles Comprehensive Plan and any other plan, program or ordinance adopted or under consideration pursuant to official notice by the City;
 - b. How the proposed conditional use (in its proposed location) is in harmony with the purposes, goals, objectives, policies and standards of the St. Charles Comprehensive Plan and any other plan, program or

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ordinance adopted or under consideration pursuant to official notice by the City;

- c. Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way or other matters affecting the public health, safety or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Zoning Ordinance, Comprehensive Plan or any other plan, program or ordinance adopted or under consideration pursuant to official notice by the City;
 - d. Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities and land use impacts as related to the environs of the subject property as directed by the Comprehensive Plan;
 - e. Whether the proposed conditional use is located in an area that will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property;
 - f. Whether the potential public benefits of the proposed conditional use outweigh the potential adverse impacts of the proposed conditional use as identified above, after taking into consideration any proposal by the petitioner and any requirements recommended by the petitioner and/or City staff to ameliorate such impacts.
- F. Criteria For Special Events. Special events may be conducted on private property within the "C-1," "C-2," "C-3," "O-I," "I-1," "I-2," "CBD," "FHCD" or "HCD" zoning districts and within the commercial portion of any planned development district, provided the following conditions are met:
- 1. Permit Required.
 - a. A special event permit shall be required for a special event.
 - b. A special event permit application shall be submitted to the Department of Community Development at least fourteen (14) days prior to the start date of the special event to allow sufficient time for review of the application. Additional requirements associated with a special event such as a liquor license may require additional review time.

- c. The fee for a special event permit is twenty-five dollars (\$25.00) and shall be paid at the time the special event permit application is submitted.
 - d. A special event permit application shall be reviewed by the Director of Community Development in conjunction with the Departments of Fire, Police and Public Works.
 - e. Each special event permit application shall include a site sketch; the dates and hours of the special event; anticipated attendance each day; an agenda, itinerary or schedule of events for each day; a detailed plan for parking both on site and off site, a traffic management plan, a sign plan, identification of all temporary structures; food, vending, and alcoholic beverages service or sales, on-site restroom facilities plan, litter receptacle plan and security plan; the dates, times and location of any live music performance or music broadcast that is amplified by speakers or any other means; a site remediation plan; and any other information deemed necessary by the City.
 - f. Each special event permit application shall include documentation that the owner of the property where the special event will be held has authorized the property to be used for the special event. This requirement includes property used for parking.
2. Standards For Special Event Permits.
- a. There shall not be more than four (4) special events located upon the same property within the same calendar year, and each special event shall not exceed a period of three (3) consecutive days. These requirements may be modified by a conditional use permit issued by the City Council upon recommendation by the Planning and Zoning Commission.
 - b. The special event shall only be conducted in accordance with the special event permit issued, including any conditions or restrictions.
 - c. It is the sole responsibility of the special event applicant to demonstrate and ensure that public safety, adequate on-site restroom facilities and litter control are provided.
 - d. The special event applicant shall demonstrate that the special event will not cause traffic congestion given the anticipated attendance in relation to the design of adjacent streets and intersections. A traffic management plan shall be submitted as part of the request for a special event permit.

Underlined text is inserted and struck through text is deleted, except in Section 10 of this ordinance.

- e. The special event applicant shall demonstrate that adequate off-street parking is available for the anticipated attendance of the special event and that the event shall not cause a shortage of parking for any other use. Off-street parking used for a special event must be a solid surface such as asphalt or concrete.
 - f. The sign plan submitted with the special event permit application shall be reviewed in accordance with Chapter 400, Article XVI, Sign Regulations. ~~Notwithstanding, the Director of Community Development may approve temporary signage totaling twenty-four (24) square feet in the form of a banner or portable sign. Properties with multiple street frontages may have such signs totaling twenty-four (24) square feet on each frontage.~~
 - g. Upon conclusion of the special event, the site must be restored to its previous condition within twenty-four (24) hours.
 - h. The City may inspect, as may be necessary, to ensure compliance with this Section and all other ordinances relating thereto.
3. Other Requirements.
- a. No special event permit shall be issued unless all other City, County and State licenses and permits required for the special event have been issued. These licenses and permits include but are not limited to business license, Missouri liquor license, County liquor license, City liquor license, County Health Department, City electrical code and fire code. It is the responsibility of the special event permit applicant to ensure all licenses and permits are timely obtained.
 - b. The special event shall comply with noise control provisions found in Chapter 230 of the Code of Ordinances.
 - c. The special event shall comply with all applicable City, County, State and Federal health, safety, environmental and other applicable requirements.
4. Denial Of Special Event Permit. The Director of Community Development shall have the authority to deny a special event permit application based on incomplete information or if, in the opinion of the Director of Community Development, the proposed special event will have a negative impact on the health, safety and general welfare of the community. In addition, the Director of Community Development may deny a special event permit application if the applicant has failed to comply with the requirements of any previously issued special event permit.

5. Appeals Of Permit Denial. An applicant may appeal a denial of a special event permit within ten (10) days of the decision by the Director of Community Development to the City Council. The City Council shall, at its next regularly scheduled Council meeting at least ten (10) days after the applicant's appeal to the City Council, consider the facts relevant to the denial of the permit and either shall uphold the denial or reverse the decision of the Director of Community Development.
- G. Criteria For Outdoor Display Of Merchandise In The South Main Preservation District. The outdoor display of merchandise is allowed within the South Main Preservation District (SMPD) subject to the following conditions:
1. Merchandise may be displayed outdoors only when the business is open to the public. In no case shall merchandise be displayed overnight.
 2. Merchandise displayed outdoors must be available for purchase or rent inside the business.
 3. A clear and unobstructed path at least forty-four (44) inches wide must be maintained on the sidewalk adjoining the business at all times.
 4. Merchandise may not encroach upon parking spaces or driveways. Merchandise may be displayed in a front, side or rear yard, provided that:
 - a. All merchandise displayed in a yard is kept a minimum of three (3) feet from all property lines;
 - b. Not more than fifty percent (50%) of the total yard area is occupied by merchandise; and
 - c. All other conditions of this Section are observed.
 5. Merchandise may not obstruct sight distance for vehicular or pedestrian traffic, and it may not be located within five feet of a bus stop, fire hydrant, pedestrian crosswalk or handicapped corner curb cut. Merchandise may not obstruct pedestrian or vehicular access to the curb.
 6. Merchandise, whether individual items or stacked items, may not exceed four (4) feet in height above grade.
 7. Merchandise affixed to the building may be located only on the front (street facing) facade and may not occupy more than ten percent (10%) of the total square feet of the building's front facade. Clothing or wearable goods may only be displayed on freestanding body forms [as delineated in Subsection

(G)(9) of this Section] and not hung or attached to any portion of the front facade, including, but not limited to, shutters, doors and windows.

8. No sales may take place outside the place of business, and all transactions must take place indoors except during the Festival of the Little Hills. During the Festival of the Little Hills, sales may take place outside the business on private property during the posted event hours. [See Condition No. 12 in Subsection (G)(12).]
9. Not more than two (2) body forms made of wood, wire or metal may be displayed outside a business, provided that the merchandise displayed on the body form is representative of at least fifty percent (50%) of the stock offered for sale and provided that all other conditions of this Section are observed. Body forms may exceed the maximum height of four (4) feet, but in no case shall they exceed six (6) feet in height. Under no circumstances may clothing racks, hat racks or tables be displayed outside.
10. Merchandise may not be displayed on a public right-of-way without a right-of-way encroachment license from the City.
11. Tents made of any material may not be used except during the Festival of the Little Hills. [See Condition No. 12 in Subsection (G)(12).]
12. During the Festival of the Little Hills, merchants that normally operate in the SMPD may display merchandise outside on the sidewalk adjacent to their premises or private property without approval of the Festival Committee set forth in Code Section 125.810, provided that the merchandise displayed is normally offered for sale and provided that all conditions of this Section are observed. Merchants that do not normally operate in the SMPD may display merchandise outside, provided that they obtain the approval of the Festival Committee and display merchandise only in the location authorized by the Festival Committee. Tents no larger than ten (10) feet by ten (10) feet [one hundred (100) square feet] may be used for the outdoor display of merchandise only during the Festival of the Little Hills.
13. Deviations from these conditions may be allowed only with a conditional use permit reviewed by the Planning and Zoning Commission and approved by the City Council per the procedure in Section 400.961(A). The application fee for a conditional use permit in this case shall be thirty-five dollars (\$35.00).

Underlined text is inserted and struck through text is deleted, except in Section 10 of this ordinance.

SECTION 9. Section 400.490 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.490 Sidewalk Cafes – Definitions, Standards And Criteria

- A. Intent And Purpose. It is the intent and purpose of this Section and Section 400.500 to allow sidewalk cafes upon City right-of-way through the issuance of a sidewalk cafe permit and right-of-way encroachment license to control and limit any adverse impact on pedestrian traffic and other uses of the right-of-way. Notwithstanding the forgoing, sidewalk cafes permits shall not be available to businesses located on that portion of South Main bordered on the north by First Capitol Drive and bordered on the south by Reservoir Drive. This Section and Section 400.500 shall be exempt from the requirements of Sections 400.340(C), 400.350(C), 400.360(C) through (D), 400.370(C) through (D), 400.380(C) and 400.1180 through 400.1320, inclusive.
- B. Definitions. When used in this Section and Section 400.500, the following words shall have the following meanings unless the context clearly indicates or requires a different meaning.

PERMIT

A sidewalk cafe permit issued pursuant to this Section and Section 400.500.

PERMITTEE

The recipient of a sidewalk cafe permit.

RESTAURANT

A food service establishment that is maintained and operated as a place where food and beverages are prepared, served and sold for consumption on the premises.

RIGHT-OF-WAY

Land in which the City has an easement, has been dedicated by use or is required for use as a sidewalk, street or alleyway.

RIGHT-OF-WAY ENCROACHMENT LICENSE

A revocable license to operate a sidewalk cafe on the City right-of-way.

SIDEWALK

That portion of the right-of-way which is located between the curb line or the lateral line of a street and the adjacent property line and which is intended for use by pedestrians.

SIDEWALK CAFE

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

A use located on a public sidewalk that is associated with a restaurant where food and beverages are prepared, served, sold and are delivered for consumption on the sidewalk. A sidewalk cafe is characterized by tables and chairs and may be shaded by awnings, canopies or umbrellas. Special events permitted by the City shall not be deemed sidewalk cafes.

STREET

That portion of a right-of-way improved, designed or ordinarily used for

- C. Standards, Criteria And Conditions. The following standards, criteria and conditions shall apply to the establishment and operation of sidewalk cafes:
1. Sidewalk cafes are restricted to the sidewalk frontage of the building where the restaurant is located. The design of sidewalk cafes shall be so that there is a free flow of pedestrian access on the sidewalk.
 2. No sidewalk cafe permit shall be issued where the tables and chairs would be placed within five (5) feet of bus stops, fire hydrants, non-pedestrian alleyways, a pedestrian crosswalk or a handicapped corner curb cut.
 3. Sidewalk cafes shall be located in such a manner that a distance of not less than forty-four (44) inches is maintained at all times as a clear and unobstructed pedestrian path between the curb line or the lateral line of a street and the adjacent property line or shall comply with the American with Disabilities Act requirements, whichever is greater.
 4. No object shall be permitted around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the free use of the tables and chairs by the general public or which would have the effect of obstructing the pedestrian path. Exceptions to this requirement may be granted by the City Council through the approval of a right-of-way encroachment license when sidewalk cafes are located on street right-of-way used solely for pedestrian traffic, provided, that adequate walkway space, as determined by the City Engineer, is provided for pedestrian traffic.
 5. Tables, chairs, umbrellas and other permissible objects provided within the sidewalk cafe shall be of quality, design, materials, size, elevation and workmanship both to ensure the safety and convenience of users.
 6. Umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material.

7. Tables, chairs, umbrellas and other permissible objects provided with a sidewalk cafe shall be maintained with a clean appearance and shall be in good repair at all times.
- ~~8. Except for in any of the recognized historic districts, the following condition shall apply: a maximum of one (1) menu board and one (1) specials board shall be permitted per sidewalk cafe. The board shall be in compliance with the sign ordinance. Signs are permitted on umbrellas and shall be in compliance with the sign ordinance.~~
- 8.9. The permit may be transferred to a new owner only for the location and area listed on the permit. The transferee of the permit shall be required to comply with this Section, Section 400.500, applicable insurance requirements and execute a right-of-way encroachment license.
- 9.10. The Mayor may require the temporary removal of sidewalk cafes for special events, or when street, sidewalk or utility repairs necessitate such action.
- 10.11. The Mayor may order the immediate removal or relocation of all or parts of a sidewalk cafe in emergency situations or for safety considerations, without notice. The City and its officers and employees shall not be responsible for sidewalk cafe fixtures relocated during emergencies.
- 11.12. The permittee shall use positive action to ensure that its use of the sidewalk in no way interferes with sidewalk users or limits their free, unobstructed passage.
- 12.13. The area covered by the permit, including the sidewalk, curb and gutter immediately adjacent to it and all sidewalk frontage of the restaurant for which the permit is issued, shall be maintained in a neat and orderly appearance at all times by the permittee. The area shall be kept clear of all debris. The permittee shall also be responsible for cleaning the ground or floor surface on which the sidewalk cafe is located and the gutter area immediately adjacent to the sidewalk cafe. Such cleaning shall include pressure cleaning. If the area covered by the permit is not maintained in a neat and orderly appearance after five (5) days' written notice, the City may then take steps necessary to place the property in a neat and clean order and charge the permittee with the reasonable cost of repairs. Such action by the City does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith.

- ~~14. No advertising signs or business identification signs shall be permitted in the public right of way except as permitted in Subsection (C)(8) of this Section.~~
- 13.15. No tables, chairs or any other parts of sidewalk cafes shall be attached, chained or in any manner affixed to any tree, post, sign or other fixture, curb or sidewalk in or near the permitted area.
- 14.16. Sidewalk cafe seating shall be included when determining the requirements for parking and bathroom facilities of the restaurant.
- 15.17. No cooking or fire apparatus shall be allowed on the public sidewalk whether or not such area is covered by this permit.
- 16.18. Only the sidewalk cafe equipment specifically shown on the approved site plan drawing referenced in Section 400.500(B)(5) shall be allowed in the permit area. The estimated chair count per table may vary within the prescribed area, provided that the chairs remain within the approved sidewalk cafe area. No permanent storage of chairs, tables, dishes, silverware or other sidewalk cafe equipment shall be allowed in the permit area, in any portion of the public right-of-way or outside the structural confines of the building in which the restaurant is located; however, the permittee may maintain such non-permanent structures as rolling service stations in the permit area during hours of operation.
- 17.19. There shall be no live entertainment or speakers placed in the permit area unless approved and properly permitted by the City.
- 18.20. The City shall, as deemed necessary, inspect all sidewalk cafes for which permits have been issued to determine whether such sidewalk cafes conform to the criteria set forth in this Subsection.
- 19.21. The hours of operation for a sidewalk cafe shall be from the start of business until 11:00 P.M. or thirty (30) minutes after last food service, whichever is earlier, unless the sidewalk cafe is completely enclosed by fencing or barricades in which case the hours of operation for the sidewalk cafe shall cease at 1:00 A.M.
- 20.22. Section 600.100 of this Code, which prohibits drinking in public places, shall not be enforceable against patrons of a duly permitted sidewalk cafe so long as open containers of alcohol remain within the sidewalk cafe's premises and are only available for consumption during the sidewalk cafe's hours of operation.

SECTION 10. Article XVI of Chapter 400 of the Code of Ordinances of the City of St. Charles, Missouri is hereby repealed in its entirety and replaced with the enactment of a new Article XVI of Chapter 400, which follows:

Article XVI Sign Regulations

Division 1 General Provisions

Section 400.1370 Purpose

This Article establishes a comprehensive and balanced system to regulate the location, type, size, height, number, duration of display, design, construction, installation, maintenance, and removal of signs to:

- A. Encourage the effective and efficient use of signs as a communication tool;
- B. Create an appealing cityscape that is free of overly distracting visual clutter and nuisance signs;
- C. Enhance traffic safety and protect the public health, safety, and welfare; and
- D. Protect state and federal constitutional rights to free speech.

Section 400.1380 Applicability

- A. This Article applies to all new and existing signs located in the City unless they are exempted by this Article or by federal or state law.
- B. Permit Required. Except as otherwise provided in this Article, no sign shall be erected, enlarged, altered (except for normal maintenance), replaced, or relocated without obtaining a sign permit.
- C. Prohibited Signs. No sign shall be constructed, installed, operated, displayed, or otherwise used in a time, place, or manner that this Article prohibits.
- D. General Districts. Section 400.1450 provides general on-premises sign standards for all General Districts in the City, listed in Division 1 of Article II of the Zoning Ordinance.
- E. Superimposed Districts.
 - 1. Division 3 of this Article provides specific design standards and allowances for the City's Superimposed Districts listed in Division II of Article II of the Zoning Ordinance to preserve the unique and historical character of these areas.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

2. The standards of Division 3 of this Article control over any standards in Section 400.1450 for the same sign type. If Division 3 of this Article does not provide an applicable standard, then the general standard for the sign type for the General District controls.

F. Planned Developments. The City Council may vary the standards of this Article in the ordinance adopting a Planned Development District or in the approved regulating plan or SmartCode for the development. The sign standards of the ordinance, plan, or SmartCode take precedence over the standards of this Article.

Section 400.1390 Definitions

When used in this Article, the following terms have the following meanings unless the context clearly indicates or requires a different meaning.

BALLOON

A nonporous object of light material that is filled with air or a gas lighter than air so that the object floats in the atmosphere at the end of a cable, wire, or rope. A balloon does not include an inflatable sign.

BILLBOARD

A permanent, off-premises sign or sign structure on which a person places copy on a poster or panel mounted on a pole or metal structure. Typically, a billboard has one of the following configurations: (1) wood posts or pole supports with dimensional lumber as the secondary support (A-frame) with a wood or metal catwalk with display panels, (2) steel A-frame constructed with angle iron or steel supports with metal framing, catwalk, with display panels, (3) multi-mast structure constructed with steel poles, I-beam, or equivalent member as the primary support, with a catwalk, and display panels, or (4) monopole structure constructed with tubular steel support, tubular steel framing, metal catwalk and display panels with a concrete foundation.

BILLBOARD, ELECTRONIC

A billboard upon which alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the display area, including computer programmable, microprocessor controlled electronic displays and projected images or messages with these characteristics.

DIRECTOR

Director of Community Development or their designee.

FLAG

A piece of durable fabric or other flexible material with distinctive colors and patterns mounted by attaching one side to a freestanding or attached pole so that the wind causes the full display of the flag.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

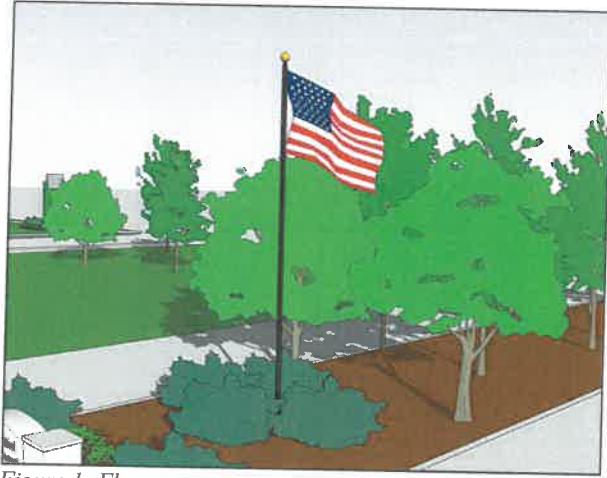


Figure 1: Flag

HLPARB

The Historic Landmarks Preservation and Architectural Review Board of the City of Saint Charles, Missouri.

ILLUMINATION, INDIRECT

The partial or complete illumination of a sign at any time by a light source shielded from a viewer on the ground.

ILLUMINATION, INTERNAL

The illumination of a sign with a light source located inside or behind the sign face that transmits light through a translucent sign face or surface surrounding the sign face.

MULTI-TENANT DEVELOPMENT

A non-residential or mixed-use development that includes two (2) or more businesses, places, organizations, or persons on one common development site. Examples include a commercial center, an office park, or a multi-story multi-tenant building.

MURAL

A decorative hand-produced sign where paint or tile is applied to the exterior wall of a building or structure.

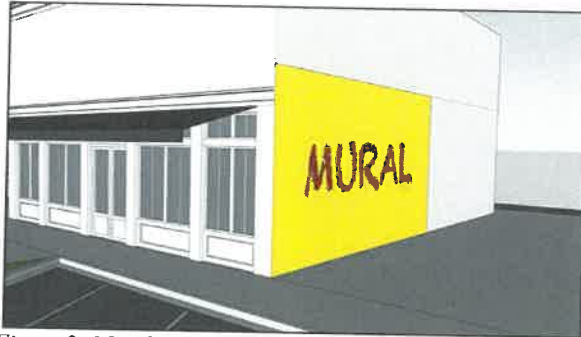


Figure 2: Mural

PERSON

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

Any person or persons or entity, including, but not limited to, a corporation, limited liability corporation, partnership, unincorporated association, or joint venture.

SEARCHLIGHT

A powerful light or lights equipped with a reflector to produce a bright beam or beams that are directed into the sky and that may rotate.

SIGN

A visual display of an object, device, or structure that includes elements such as colors, lights, motion, symbols, images, icons, letters, numerals, figures, characters, or combines any of those elements, that a person intends to communicate, advertise, identify, announce, direct, inform, or attract attention. The term “sign” includes a structure used to support or display a sign.

SIGN, A-FRAME

A temporary, portable, freestanding sign in the shape of the letter “A” when viewed from the side with back-to-back sign faces, an easel, or a similar configuration. Commonly referred to as a sandwich board sign.

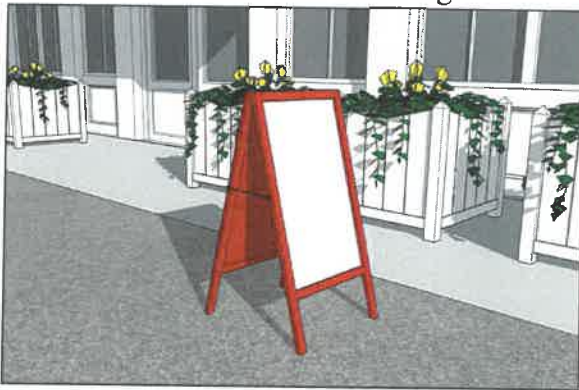


Figure 3. A-Frame Sign

SIGN, AWNING

A permanent, on-premises sign that is printed, painted, or affixed to an awning.



Figure 4 Awning Sign

Underlined text is inserted and struck through text is deleted, except in Section 10 of this ordinance.

SIGN, BANNER

A sign painted, printed, or permanently affixed on cloth or other lightweight, flexible material.



Figure 5: Banner Sign

SIGN, BUILDING-MOUNTED

A permanent, on-premises sign that is directly attached to the facade or face of a building. Types of building-mounted signs include wall signs, projecting signs, awning signs, window signs, and freestanding canopy signs.

SIGN, CHANGEABLE COPY

A freestanding or attached sign that includes a manually changeable readerboard to display changeable letters, text, or copy.

SIGN, DOUBLE-FACED

A sign with two (2) surfaces placed back-to-back or V-shaped with a common angle not greater than ninety degrees (90°).

SIGN, ELECTRONIC MESSAGE

A sign or billboard that incorporates a digital screen to display characters, letters, or illustrations that can be electronically changed or rearranged without altering the face or the surface of the sign.

SIGN, FEATHER

A banner in the shape of a feather, quill, sail, blade, or teardrop that is mounted on one side to a curved solid or flexible pole that displays the sign regardless of wind conditions. These are also known as “quill signs” or “sail banners.”

SIGN, FREESTANDING

An on-premises sign erected or mounted on its own self-supporting, permanent structure or base detached from any supporting elements of a building.

SIGN, FREESTANDING CANOPY

A permanent, on-premises sign that is affixed to the exterior facing surface of a freestanding canopy.

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Figure 6: Freestanding Canopy Sign

SIGN, ILLUMINATED

Any sign whose design or installation incorporates artificial light, including indirect illumination and internal illumination.

SIGN, INCIDENTAL

A small permanent on-premises sign that is freestanding or attached to a building that is in addition to the primary sign types for the property, such as wall signs and freestanding signs, and that has a height and scale that is subordinate to the primary sign types allowed for the property. Examples of typical incidental signs include house numbers, occupant directories, directional signs, flags, and parking signs. The list of examples is provided to clarify the regulations and does not limit the content of incidental signs.

SIGN, INFLATABLE

An object where flexible fabric is inflated with air. These objects are designed in various shapes and may include a portable blower motor that provides a constant flow of air into the device.

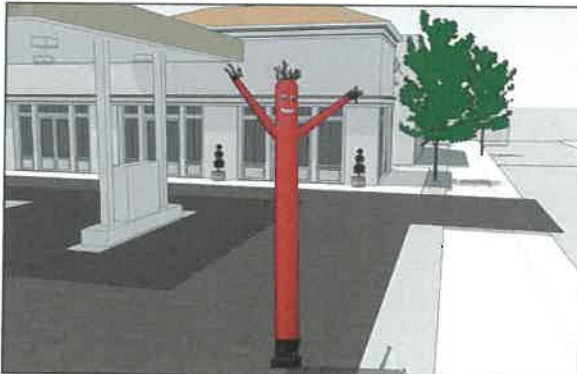


Figure 7: Inflatable Sign

SIGN, INTERIOR INCIDENTAL

A sign allowed within a lot and not allowed within the applicable sign setback. This Code provides for two types of interior signs: small and large interior signs.

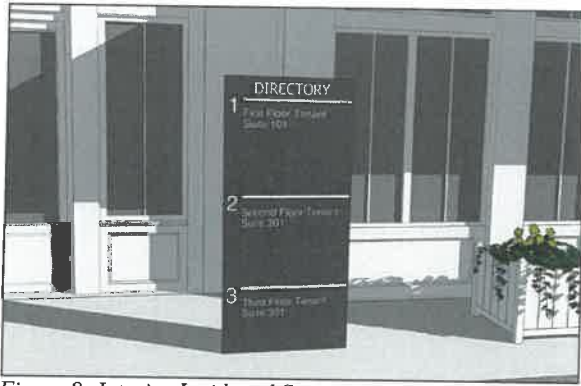


Figure 8: Interior Incidental Sign

SIGN, MONUMENT

A permanent freestanding sign with a low profile and a base and support structure with a solid appearance that is at least as wide as the width of the widest part of the sign’s face.



Figure 9: Monument Sign

SIGN, OFF-PREMISES/OFF-SITE

A sign that directs attention to a business, organization, product, commodity, service, entertainment, or attraction sold, offered, or existing elsewhere than upon the same lot where such sign is displayed. “Off-premises/off-site sign” includes a billboard on which space is leased, rented, or donated by the owner to others to convey a commercial or non-commercial message.

SIGN, ON-PREMISES/ON-SITE

A sign that directs attention to a business, organization, product, commodity, service, entertainment, or attraction sold, offered, or existing upon the same lot where such sign is displayed.

SIGN, PERIMETER INCIDENTAL

A sign allowed between the property line and the applicable sign setback. Examples of typical perimeter incidental signs include directional and entry/exit signs. The list of examples is provided to clarify the regulations and does not limit the content of incidental signs. The City will not review the content of incidental signs.



Figure 10: Perimeter Incidental Sign

SIGN, PERMANENT RESIDENTIAL DEVELOPMENT

A permanent freestanding sign located in a landscaped area adjacent to the entrance drive or road to a residential development, including recorded subdivisions, multi-family dwellings, and mobile home and trailer parks. An example of a residential development sign is one that identifies the name or phase of development, sometimes incorporating architectural or landscape features. The example is provided to clarify the regulations and does not limit the content of residential development signs.



Figure 11: Residential Development Sign

SIGN, POLE

A permanent freestanding sign supported by one or more poles or vertical members that are less wide than the width of the widest part of the sign's face.

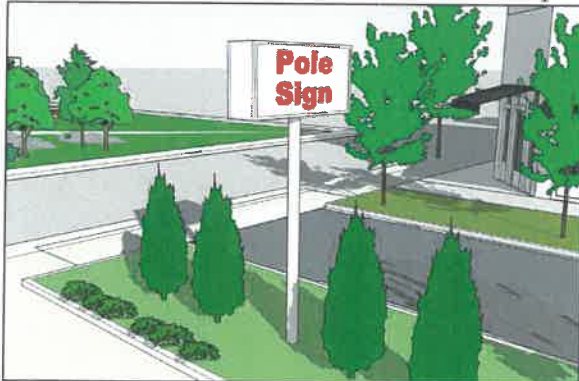


Figure 12: Pole Sign

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SIGN, PORTABLE

Any sign not permanently affixed to any structure on a site, permanently ground-mounted, or firmly implanted in the ground. Examples of portable signs include A-frame signs and roadside signs.

SIGN, PROJECTING

A permanent, on-premises sign attached to or erected against the wall of a building that projects at least 12 inches from the wall and has faces perpendicular to the plane of the wall.

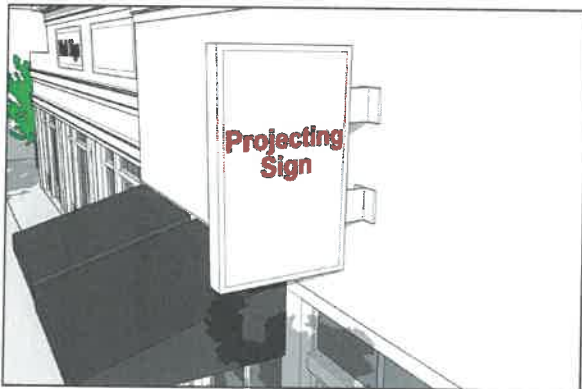


Figure 13: Projecting Sign

SIGN, ROADSIDE

A portable sign where the sign support structure consists of legs, wheels, or a trailer. This sign type includes a metal cabinet with a readerboard and is generally internally illuminated. These signs sometimes include an illuminated, flashing arrow above the sign face. Also commonly referred to as a flashing arrow sign.

SIGN, ROOF-MOUNTED

A sign that projects above the highest point of the roof line or parapet of a building.

SIGN, TEMPORARY

A sign constructed of cloth, canvas, light fabric, cardboard, wood, wallboard, metal, or other light materials, with or without frames, and displayed for a limited time only. Temporary signs include banners, feather signs, inflatable devices, stake signs, and post signs. Examples of common temporary signs include political signs, public demonstration signs, yard sale signs, grand opening signs, contractor signs, real estate signs, and signs that announce a special event. The list of examples does not limit the content of temporary signs.

SIGN, UNAUTHORIZED

A sign located in the City right-of-way or on City property without City permission.

SIGN, VEHICLE

A sign attached to, suspended from, or painted on any vehicle, such as motor vehicles, boats, and trailers that are regularly parked on private property or any street and where the

primary purpose in parking the vehicle in the location is to display, demonstrate, and advertise or attract the attention of the public.

SIGN, WALL

A permanent, on-premises sign attached to or erected against the wall of a building with the exposed face of the sign in a parallel plane to the plane of the wall.



Figure 14: Wall Sign

SIGN, WINDOW

A permanent, on-premises sign placed, posted, painted, or affixed in a window or glass door. Window signs include any printed wraps or opaque or semi-opaque treatments applied directly to the windows. A window sign includes any sign that is located inside a building, that is one (1) foot or less from a window or glass door, and that is clearly visible from outside the building.



Figure 15: Window Sign

Section 400.1400 Exempt Signs

The following types of signs are exempt from the permitting and allowance limitations of this Article but are subject to the maintenance, abandonment, and enforcement regulations:

- A. Government Signs. Signs erected by or on the order of the Federal, State, County, or City Government;

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- B. Traffic Control Devices. Official traffic control devices on public or private property required or allowed by the Manual of Uniform Traffic Control Devices or other officially recognized manual on traffic signs adopted in this State or by the City of St. Charles;
- C. Required Signs. Any sign or device that the Federal, State, County, or City Government requires to be erected, maintained, or displayed;
- D. Signs up to One Square Foot. Signs with an area of up to one (1) square foot. A person shall not place these signs in the right-of-way of any public street. Multiple small signs that effectively function together as a larger sign must comply with the standards of this Article.
- E. Indoor Signs. Signs located within a building or structure and at least one (1) foot inside a window for the building or structure.

Section 400.1410 Prohibited Signs

Signs that this Article does not specifically authorize are prohibited. The following signs are expressly prohibited:

- A. Non-governmental signs in the public right-of-way or on public property, except as otherwise provided and except for approved banner signs installed pursuant to the City’s banner program guidelines;
- B. Roof-mounted signs;
- C. Signs with intermittent or flashing illumination, animated or moving parts, or signs that emit sound, except for electronic message signs permitted under this Article;
- D. Devices that project text, images, or patterns onto a surface, such as projectors and other light sources;
- E. Freestanding changeable copy signs, except as otherwise provided;
- F. Banners, pennants, streamers, balloons, flags, searchlights, strobe lights, beacons, feather signs, inflatable signs, and perimeter window lighting, except as otherwise provided;
- G. Banners and other signs mounted on service bay doors or garage doors;
- H. Any sign that obscures an official traffic control sign or device;
- I. Signs mounted on or attached to trees, utility poles, rocks, or City-owned property, except as otherwise provided;
- J. Signs placed on private property without the property owner’s written approval;

Underlined text is inserted and struck through text is deleted, except in Section 10 of this ordinance.

- K. Off-premises/off-site signs, except as allowed in this Article;
- L. Portable signs, except as allowed in this Article;
- M. Painted plywood signs; and
- N. Vehicle signs, where signs are placed on or affixed to vehicles or trailers parked on private property and that are visible from a public right-of-way, where the primary purpose of the vehicle is to display the sign.
 - 1. The prohibition of vehicle signs does not limit or prohibit signs placed on or affixed to the exterior or the windows of vehicles and trailers, where the sign is incidental to the primary use of the vehicle or trailer for transportation by the vehicle owner or business.
 - 2. While other factors may also establish a violation, a vehicle presumptively violates this provision if the first three criteria below are met and there is no compelling reason to justify the presence of the vehicle at the location as provided in the fourth criterion below. For the purposes of this prohibition, a vehicle is considered to function primarily as a sign when:
 - a. The vehicle is parked at a prominent location on the lot;
 - b. The sign is easily read by a person in the right-of-way;
 - c. The vehicle is parked at the same or similar locations for several hours during the same day or for several days during the same week; and
 - d. There are no stated or apparent reasons, other than its function as a sign, that justify the presence of the vehicle at that location.

Section 400.1420 Content Neutrality and Substitution

- A. Content Neutrality.
 - 1. Despite any other provision of this Article, the content of a sign’s message does not limit its permissibility under this Article.
 - 2. However, location-based standards, such as on- and off-premises sign regulations, do apply. Off-premises signs are not allowed unless specifically authorized in this Code.
- B. Substitution Allowed. Any sign allowed to display a commercial message may contain any non-commercial message. Any sign allowed to display a non-commercial message may contain any other non-commercial message.

Section 400.1430 Sign Districts and Interpretation of Tables

A. Sign Districts. This Article generally regulates sign characteristics by district. Since many of the City’s zoning districts have common characteristics for the purposes of sign regulations, this Section combines the City’s zoning districts into common sign districts to simplify the regulations. Table Section 400.1430.1: *Sign Districts* designates the zoning districts included in each sign district.

Table Section 400.1430.1: Sign Districts	
Sign District	Zoning Districts
Residential	“A” Agricultural District “R-1C”, “R-1D” and “R-1E” Single-Family Residential Districts “R-2” Two-Family Residential District
Multi-Tenant Residential	“R-3A” Multiple-Family Residential District “R-M” Manufactured/Modular Residential District
Mixed Use-Commercial	“O-I” Office Institutional District “C-1” Neighborhood Business District “CBD” Central Business District “CRD” Central Residential District “FD” Frenchtown District
General Commercial	“C-2” General Business District “C-3” Highway Business District
Industrial	“I-1” Light Industrial District “I-2” Heavy Industrial District

B. Superimposed Districts. Division 3 provides specific design standards and allowances for the City’s Superimposed Districts to preserve the unique and/or historical character of these areas.

1. The standards of Division 3 supersede any standards in Section 400.1450.
2. The Superimposed Districts regulated by Division 3 are:
 - a. South Main Preservation District “SMPD;”
 - b. Extended Historic Preservation District “EHP;”
 - c. Historic Downtown District “HDD;”
 - d. Frenchtown Preservation District “FPD;” and
 - e. Landmark Preservation District “LMPD.”

C. Planned Development Districts. This Subsection applies to determine what standards apply to a Planned Development District if the City Council does not adopt specific standards in the authorizing ordinance.

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1. A Planned Development District in which the majority of the parcel by area is allocated to residential use must comply with the standards of the Mixed-Use Residential (MU-R) sign district.
2. A Planned Development District in which the majority of the parcel by area is allocated to non-residential use must comply with the standards of the Mixed-Use Commercial (MU-C) sign district.

D. Interpretation of Tables. This Article presents the allowed specifications for signs in a series of tables. The tables include the allowance standards described in Table Section 400.1430.2: *Interpretation of Tables*.

Table Section 400.1430.2: Interpretation of Tables	
Standard in Tables	Description of Standard
Allowed	States whether the sign type is allowed in the sign district.
Permit Required	States whether this Section requires a permit for the sign type and sign district.
Number	The maximum number signs allowed sign on a parcel for the sign district.
Sign Area Allowance	The maximum area allowed for a sign in the sign district, in square feet.
Height	The maximum height allowed for sign for the sign district, in linear feet.
Illumination	States whether and what type of illumination is allowed for the sign type and district.
Changeable	States whether a manually changeable readerboard is allowed for the sign type and district and the percentage of sign area allowed for this feature.
EMS	States whether electronic message signs are allowed for the sign type and district, and the percentage of sign area allowed for this feature.

Section 400.1440 Sign Features

A. Changeable Copy Signs.

1. A sign can include changeable copy features if the allowance table for the district allows the feature.
2. Changeable copy is limited in size as a percentage of the area of the sign face.

B. Sign Illumination.

1. Illuminated signs are allowed if the district allowance table allows the feature.
2. If applicable, sign illumination must comply with the following standards:

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- a. Externally illuminated, building-mounted signs may use either ground-mounted lights or building-mounted light bars. The light source requires full shielding so that the light is only directed at the sign's face;
- b. Externally illuminated, freestanding signs may use ground-mounted lights. The light source requires full shielding so that the light is only directed at the sign's face;
- c. The light source for internally illuminated freestanding and building-mounted signs shall not be directly visible through the sign's face; and
- d. Flashing and intermittent illumination are prohibited.

C. Electronic Message Signs.

- 1. Duration of Message. The electronic message display shall have a static image displayed for a minimum duration of at least 10 seconds. The display shall not flash, scroll, swirl, change color, imitate movement, or include video.
- 2. Transition of Message. When the electronic message sign's image or text changes, the change sequence requires instantaneous re-pixelization and shall not include fade, scroll, or other animation.
- 3. Video Display Prohibited. Electronic message signs shall not change their messages or backgrounds by simulating motion or the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes.
- 4. Brightness and Illumination.
 - a. Brightness.
 - (1) Electronic message signs and billboards shall not operate at brightness levels that project more than 0.3 foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter.
 - (2) Illumination levels are measured in foot candles with a foot-candle meter in a horizontal position at the property line at an approximate height of three feet above grade.
 - b. Dimmer Control. Electronic message signs require an automatic dimmer control to regulate the proper illumination level from sundown to sunrise.
- 5. Audio. Electronic message signs shall not include audio speakers.

6. Malfunction. Electronic message signs must freeze the display in one message or image or cease operation if a malfunction occurs.

Section 400.1450 Measurements

- A. Road Frontage. Where this article calculates a sign allowance based on frontage or road frontage, the measurement is the total length of the property line where the lot is adjacent to the right-of-way of a public street or private street, expressed in linear feet.
- B. Building Façade. For the purposes of this Article, a building facade is a building elevation that contains the front of the building as viewed from the right-of-way or an elevation that is oriented to the parking lot and contains the main entrance.
- C. Façade Width. Where this Article calculates a sign area allowance based on the width of a building's façade, the width of the façade is:
 1. The horizontal distance of the façade at grade on the side of the building facing a public street or with a public entrance for single-user lots; or
 2. The horizontal distance of the portion of the façade between party walls or tenant separation partitions for the particular occupant at grade on the side of the building facing a public street or with a public entrance for multi-tenant developments with separate public entrances for each tenant.

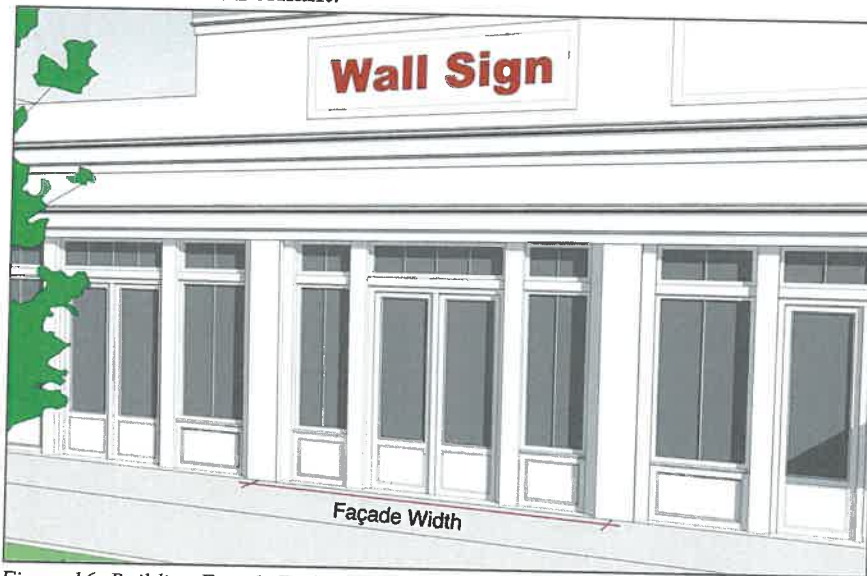


Figure 16: Building Façade Width Measurement

- D. Façade Area. Where this Article calculates a sign area allowance based on the façade area of the building's principal elevation, the façade area is the façade width multiplied by the average height above grade for the first story of the façade as measured from an elevation perspective.
- E. Freestanding Sign Height. Freestanding sign height is the distance from the top of the sign structure to the top of the curb or crown of the roadway where no curb exists. The height of

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any monument base or other structure erected to support or ornament the sign is measured as part of the sign height.

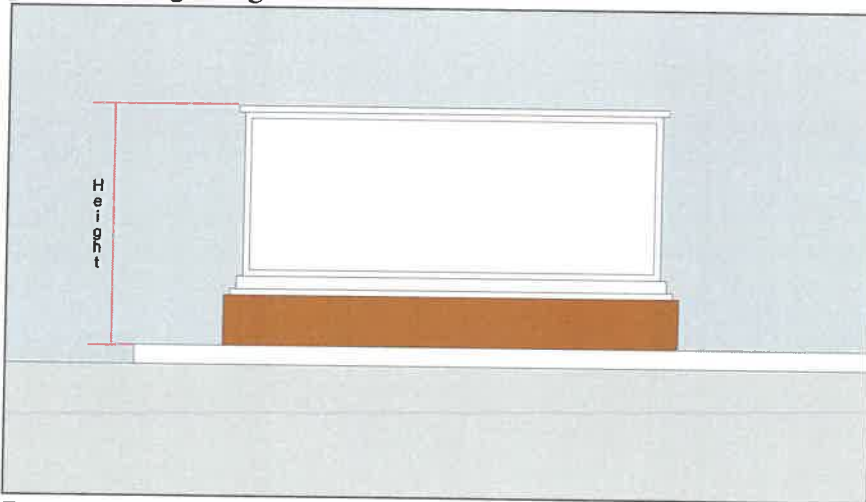


Figure 17: Sign Height Measurement

F. Sign Area Measurement.

1. The sign area for copy mounted or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy is measured as the area contained within the outside dimensions of the background panel or surface.



Figure 18: Sign Area Measurement

2. Where there are two or more faces, the sign area is measured as follows.
 - a. Two Faces.
 - (1) If the interior angle between the two (2) faces is 45° or less, the sign area is calculated as the area of one (1) face only;

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(2) If the angle between the two (2) sign faces is greater than 45°, the sign area is calculated as the sum of the areas of the two (2) faces.

- b. Three Or More Faces. The sign area of signs with three (3) or more faces is the sum of the areas of each of the faces.

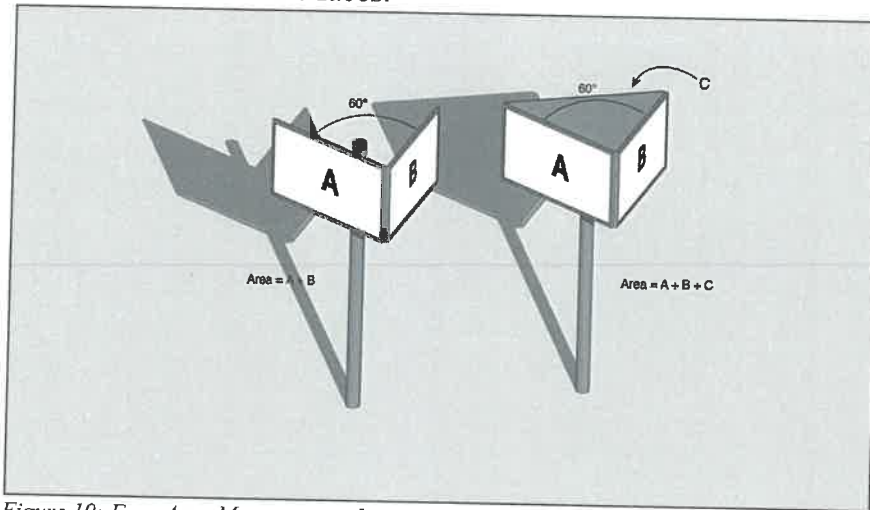


Figure 19: Face Area Measurement for Multi-Sided Signs

3. Spherical, Free-Form, Sculptural, and Other Non-Planar Signs. Sign area is calculated as the sum of the areas using only the four (4) vertical sides of the smallest rectangular prism that will encompass the sign, as illustrated in Figure 20.

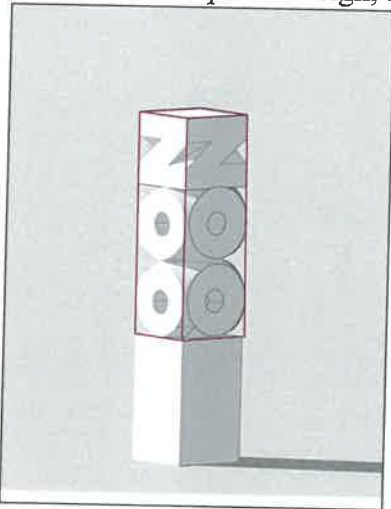


Figure 20: Face Area Measurement for Non-Planar Signs

4. Building-Mounted Sign Area.

- a. Sign area for Building-Mounted Signs is the width multiplied by the height of a single rectangle, parallel with the ground, that contains all sign copy, illuminated cabinets, background panels, or contrasting colors, but does not include architectural elements.

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- b. The sign area includes all related sign elements on the same exterior wall or structure. Related sign elements have similar construction and are no more than five feet apart, measured horizontally or vertically.

Division 2 On-Premise Sign Standards

Section 400.1460 Design Standards

- A. Sign Locations. Signs may not obscure architectural details or features.
- B. Sight Distance. Signs may not be located within the 30-foot sight distance triangle as defined by [Section 400.540: Corner Visibility](#).

Section 400.1470 Freestanding Signs

- A. Freestanding Signs.
 - 1. Sign Allowances. All uses must comply with the freestanding sign allowances listed in Table Section 400.1470.1.

Table Section 400.1470.1: Freestanding Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	NR ¹	Yes	Yes	Yes	Yes
Permit Required	Yes	Yes	Yes	Yes	Yes
Type	Monument	Monument	Monument	Monument ²	Monument ²
Number (Max.)	1 per street frontage				
Height (Max.)	6 ft.	6 ft.	8 ft.	8 ft. ³	8 ft. ³
Area (Max.)	24s.f.	50 s.f.	50 s.f.	1 s.f. per 1 ft. of road frontage up to 150 s.f.	1 s.f. per 1 ft. of road frontage up to 150 s.f.
Sign Features					
Illumination	Indirect	Indirect	All types	All types	All types
Changeable	No	100%	100%	100%	100%
EMS	No	No	50%	50%	50%
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ Limited to nonresidential uses in residential districts. For additional standard for Residential Development Signs, refer to Paragraph B: <i>Permanent Residential Development Sign</i> .					
² Pole signs are also allowed on lots adjacent to certain highways. Refer to Paragraph A.5.					
³ Sign height of up to 30 feet is allowed on lots adjacent to certain highways. Refer to Paragraph A.5.					

- 2. Number of Freestanding Signs for Multi-Tenant Developments.
 - a. Multi-tenant developments may display the number and size of freestanding signs allowed in Table Section 400.1470.1 for the entire development.

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- b. Each tenant or occupant of a multi-tenant development may not display a separate freestanding sign.
3. Area. Double- and multi-fronted lots cannot combine allowances for the frontages into one (1) sign that exceeds the allowance for one (1) frontage.
4. Monument Signs Generally Required.
 - a. When Table Section 400.1470.1 states the sign type is “monument,” freestanding signs are limited to monument signs in the district.
 - b. All monument signs require monument-type bases of masonry construction or materials that complement the primary structure on the lot or the prevailing character of the structures in the area.
5. Additional Allowances for Lots Adjacent to Specific Highways.
 - a. The freestanding sign allowances are increased for lots in the General Commercial and Industrial sign districts that adjoin the right-of-way of the following highways:
 - (1) Interstate 70;
 - (2) Highway 370;
 - (3) Highway 364; and
 - (4) Highway 94 south of Interstate 70.
 - b. Sign Types. Pole signs are allowed for qualifying lots.
 - c. Sign Height. The sign height for qualifying lots is increased to a maximum of 30 feet.
6. Landscaping.
 - a. Freestanding signs require a landscaped area equal to at least four (4) square feet for each square foot of sign area.
 - b. The landscaped area shall consist of shrubs, ornamental grasses, groundcover, and mulch, pine straw, or other cover material surrounding the base of the sign and shall be separated from any parking areas by a six-inch high vertical concrete curb.
 - c. Landscaped areas required by this Section shall comply with the standards of [Section 400.700: Parking Design Standards](#) and may also count towards the requirements for parking lot landscaping.

- d. The Director may modify the requirement for a landscaped area if pre-existing circumstances would cause an undue burden on the ability to effectively use the property if the landscaped area were included.

B. Permanent Residential Development Sign.

- 1. Sign Allowances. All uses shall comply with the residential development sign allowances listed in Table Section 400.1470.2.

Table Section 400.1470.2: Allowances for Residential Development Signs	
Standard	Residential Developments in All Districts
Allowed?	Yes
Permit Required?	Yes
Type	Monument or attached to decorative feature
Number (Max.)	2 signs per entry drive
Height (Max.)	6 ft.
Sign Area (Max.)	50 sq. ft.
Sign Features	
Illumination	Indirect
Readerboard	No
EMS	No
Animated	No
Key: ft. = feet s.f. = square feet	

2. Location.

- a. Residential development signs are allowed on either side of a street providing direct access to the subdivision and serving as a major entry.
- b. Where the development's road frontage incorporates decorative features, such as walls, gates, or fences, signs attached to a wall, or other appropriate features are allowed.

- 3. Landscaping. Residential development signs require a landscaped area equal to at least two (2) square feet for each square foot of sign area.

Section 400.1480 Building-Mounted Signs

- A. Location Standards. A building-mounted sign shall not protrude beyond any property line for the lot on which the building is located.

B. Wall Signs.

- 1. Sign Allowances. All uses shall comply with the wall sign allowances listed in Table Section 400.1480.1.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

Table Section 400.1480.1: Wall Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	NR ¹	Yes	Yes	Yes	Yes
Permit Required	Yes	Yes	Yes	Yes	Yes
Number (Max.)	1 per façade with a public entrance ²				
Area (Max.)	10% of Façade Area up to 40 s.f.	10% of Façade Area up to 24 s.f.	10% of Façade Area up to 40 s.f.	10% of Façade	10% of Façade Area up to 500 s.f.
Sign Features					
Illumination	Indirect	Indirect	All types	All types	All types
Changeable	No	No	No	25%	No
EMS	No	No	No	25%	No
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ Limited to nonresidential uses in residential districts.					
² For additional standards for multi-tenant developments, see Section 400.1480.B.2.					

2. Number.

- a. Each wall of a building with a public entrance may display wall signs.
- b. Building-Mounted Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a building-mounted sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display the number and size of building-mounted signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate building-mounted sign.

3. Sign Area.

- a. The sign area is allowed based on the façade area of the principal façade.
- b. The principal façade is a façade that faces a public street, private drive, or parking area and that includes a public entrance.
- c. Wall signs are allowed on any building elevation but may not exceed the total area allowance based on the principal façade.

C. Projecting Signs.

1. Sign Allowances. All uses shall comply with the projecting sign allowances listed in Table Section 400.1480.2.

Underlined text is inserted and struck-through text is deleted, except in Section 10 of this ordinance.

Table Section 400.1480.2: Projecting Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	Yes	Yes	Yes	Yes
Permit Required	N/A	Yes	Yes	Yes	Yes
Number (Max.)	N/A	1	1	1	1
Area (Max.)	N/A	1 s.f. per 1 ft. of façade width up to 24 s.f.	1 s.f. per 1 ft. of façade width up to 40 s.f.	1 s.f. per 1 ft. of façade width up to 40 s.f.	1 s.f. per 1 ft. of façade width up to 40 s.f.
Sign Features					
Illumination	N/A	Indirect	All types	N/A	N/A
Changeable	N/A	No	No	N/A	N/A
EMS	N/A	No	No	N/A	N/A
Key: ft. = feet s.f. = square feet					

2. Number.

- a. A projecting sign is allowed as a substitute for a wall sign in districts where they are allowed. Projecting signs are not allowed in addition to wall signs.
- b. Each building may display one (1) projecting sign on the wall with the principal public entrance.
- c. Building-Mounted Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a building-mounted sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display the number and size of building-mounted signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate building-mounted sign.

3. General Design Standards.

- a. Projecting signs shall not extend more than five (5) feet from the building.
- b. The lower edge of a projecting sign shall allow clearance of at least eight (8) feet from grade.
- c. The top edge of a projecting sign shall not exceed the roof line of the structure/building.

D. Awning Signs.

1. Sign Allowances. All uses shall comply with the awning sign allowances listed in Table Section 400.1480.3.

Underlined text is inserted and struck through text is deleted, except in Section 10 of this ordinance.

Table Section 400.1480.3: Awning Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	Yes	Yes	Yes	Yes
Permit Required	N/A	Yes	Yes	Yes	Yes
Number (Max.)	N/A	1	1	1	1
Area (Max.)	N/A	Lesser of 50% of Awning Face Area or 12 s.f. ¹	Lesser of 50% of Awning Face Area or 12 s.f. ¹	Lesser of 50% of Awning Face Area or 12 s.f. ¹	Lesser of 50% of Awning Face Area or 12 s.f. ¹
Sign Features					
Illumination	N/A	Indirect	Indirect	Indirect	N/A
Changeable	N/A	No	No	No	N/A
EMS	N/A	No	No	No	N/A
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The area of an awning sign is deducted from the overall wall sign allowance. See Section 400.1480.D.2.b.					

2. Number.

- a. Each building may display one (1) awning sign on the wall with the principal public entrance.
- b. An awning sign is allowed in addition to a wall sign in districts where they are allowed. However, the sign area for an awning sign is deducted from the sign area allowance for a wall sign on the same wall.
- c. Awning Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display an awning sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display one (1) awning sign as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate awning sign.

3. General Design Standards.

- a. Awning signs are only allowed on the ground-floor awnings.
- b. The lower edge of an awning shall allow clearance of at least eight (8) feet from grade.

E. Window Signs.

- 1. Sign Allowances. All uses shall comply with the window sign allowances listed in Table Section 400.1480.4.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

Table Section 400.1480.4: Window Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	Yes	Yes	Yes	Yes
Permit Required	N/A	No	No	No	No
Number (Max.)	N/A	N/A	N/A	N/A	N/A
Area (Max.)	N/A	33%	50%	25%	25%
Sign Features					
Illumination	N/A	Indirect	Indirect	Indirect	Indirect
Changeable	N/A	No	No	Indirect	Indirect
EMS	N/A	No	No	No	Indirect
Key: ft. = feet s.f. = square feet					

2. Number and Area. The number of window signs is not limited, but the cumulative area of all signs in each window shall not exceed the dimension standards for the sign area.

3. Design Standards. Window signs are only allowed on ground-floor windows.

F. Freestanding Canopy Signs.

1. Sign Allowances. All uses shall comply with the freestanding canopy sign allowances listed in Table Section 400.1480.5.

Table Section 400.1480.5: Freestanding Canopy Sign Allowances					
Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	No	No	Yes	Yes	Yes
Permit Required	N/A	N/A	Yes	Yes	Yes
Number per Canopy Face (Max.)	N/A	N/A	1	1	1
Area (Max.)	N/A	N/A	25%	50%	50%
Sign Features					
Illumination	N/A	N/A	Indirect	Any	Any
Changeable	N/A	N/A	Yes	Yes	Yes
EMS	N/A	N/A	No	50%	50%
Key: ft. = feet s.f. = square feet					

2. Area. Table Section 400.1480.5 expresses the area allowance for canopy signs as the maximum percentage that the sign may cover the face of the canopy where the sign is located.

Section 400.1490 Incidental Signs

A. Sign Allowances. All uses shall comply with the incidental sign allowances listed in Table Section 400.1490.1.

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Table Section 400.1490.1: Incidental Sign Allowances

Standard	Residential	Multi-Tenant Residential	Mixed-Use Commercial	General Commercial	Industrial
Perimeter Signs					
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No, unless lighted ¹	No, unless lighted ¹	No, unless lighted ¹	No, unless lighted ¹	No, unless lighted ¹
Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Number (Max. per entrance/exit)	2	2	2	2	2
Height	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.
Area	2 s.f.	2 s.f.	2 s.f.	2 s.f.	2 s.f.
Illumination	Indirect ¹	Indirect ¹	Indirect ¹	Any ¹	Any ¹
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Small Interior Signs					
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	Yes	Yes	Yes
Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Number	5 per lot	10 per acre	10 per acre	20 per acre	20 per acre
Height	N/A	N/A	6 ft.	6 ft.	6 ft.
Area	1 s.f.	1 s.f.	2 s.f.	2 s.f.	2 s.f.
Illumination	Indirect	Indirect	Indirect	Any	Any
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Large Interior Signs					
Allowed	No	No	No	Yes	Yes
Permit Required	N/A	N/A	N/A	Yes	Yes
Setback	N/A	N/A	N/A	30 ft.	30 ft.
Number	N/A	N/A	N/A	1 per lot	1 per lot
Height	N/A	N/A	N/A	6 ft.	6 ft.
Area	N/A	N/A	N/A	30 s.f.	30 s.f.
Illumination	N/A	N/A	N/A	Any	Any
Changeable	N/A	N/A	N/A	Yes	Yes
EMS	N/A	N/A	N/A	Yes	Yes
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ Illuminated incidental signs require a permit. See Section 400.1490					

B. Sign Setback

1. Generally. This Section regulates the location and size of incidental signs based on a sign setback that varies by district and incidental sign type. Figure 21: Incidental Sign Setbacks depicts the setbacks and locations for incidental signs.

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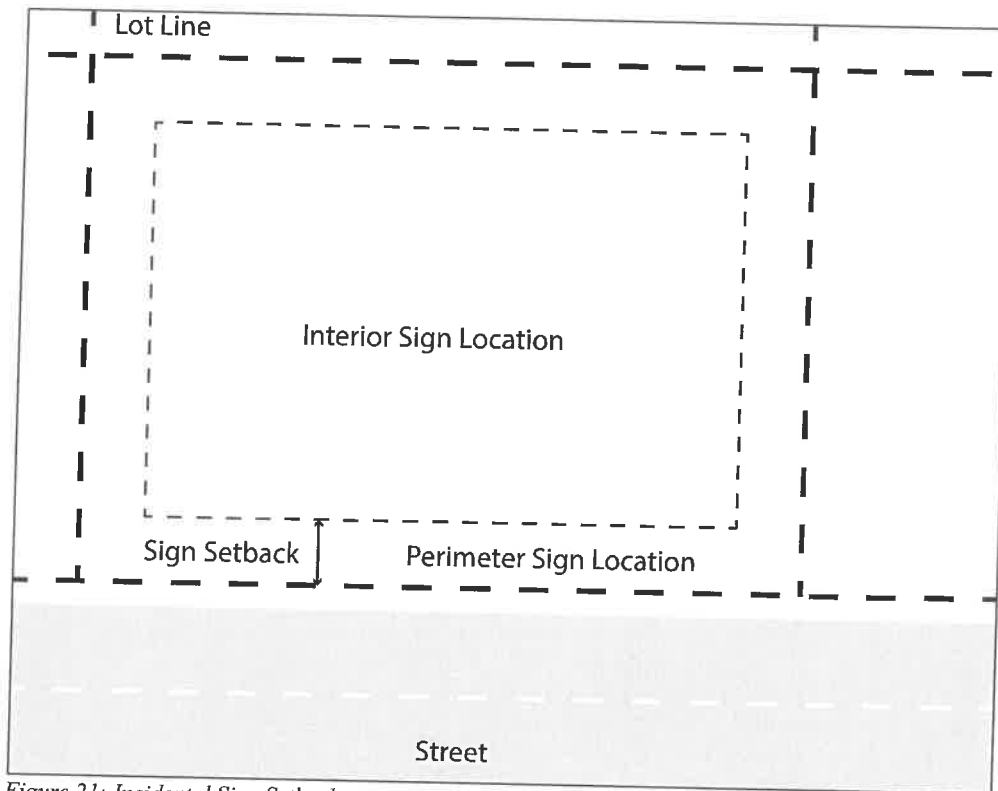


Figure 21: Incidental Sign Setbacks

2. Measurement. The sign setback is the setback from any property line and regulates the location and size of incidental signs. Table Section 400.1490.1 defines the applicable setback for each sign type and district.
3. Table Section 400.1490.1 defines the maximum number of perimeter incidental signs per entrance to a public street.
4. Perimeter signs are only allowed within 15 feet of a driveway entrance to a public street.
5. Illuminated perimeter signs require a sign permit.

C. Interior Incidental Signs.

1. Table Section 400.1490.1 defines the maximum allowances for small interior incidental signs based on the number of signs per lot or per acre. Examples of typical small incidental signs include house numbers, directional signs, and parking signs. The list of examples is provided to clarify the regulations and does not limit the content of incidental signs. The City will not review the content of incidental signs.
2. Table Section 400.1490.1 defines the allowances for large interior incidental signs based on the number of signs per lot. Examples of typical large incidental signs include occupant directories, drive-thru menus, and information kiosks. The list of examples is provided to

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clarify the regulations and does not limit the content of incidental signs. The City will not review the content of incidental signs.

D. Design Standards.

1. Orientation of Large Incidental Signs. Large interior incidental signs that are illuminated or include electronic message signs shall be located in a manner that provides the least impact on adjacent or nearby land uses. Examples of techniques to limit the impact on adjacent property include locating the sign behind the principal building and screening the site with opaque shrubbery or fencing.
2. Materials and Design. Freestanding large incidental signs require:
 - a. A monument base of masonry construction; and
 - b. A landscaped area at the base of the sign equal to at least two (2) square feet for each square foot of sign area. The Director may reduce the required landscape area if, due to pre-existing circumstances, the required landscape area will cause an undue burden on the ability to effectively use the property.

E. Flags.

1. Sign Allowances. Flags shall comply with the standards in Table Section 400.1490.2: Flag Allowances.

Table Section 400.1490.2: Flag Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Perimeter Signs					
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	No	No	No
Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Number	3 per lot	3 per lot	3 per lot	5 per lot	5 per lot
Flagpole Height	N/A	N/A	N/A	N/A	N/A
Area	15 s.f.	15 s.f.	15 s.f.	15 s.f.	15 s.f.
Illumination	Indirect	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No

Key: ft. = feet | s.f. = square feet

2. Placement and Location.
 - a. Display of flags is allowed on freestanding poles or poles attached to a building.
3. Maintenance. Flags require removal or replacement when they become torn, tattered, or faded.

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Section 400.1500 Temporary Signs

A. Limitations on Temporary Signs. This Article prohibits or limits the use of several common temporary sign types, including pennants, streamers, balloons, strobe lights, beacons, feather signs, and inflatable signs.

B. Generally.

1. Sign Allowances. All uses shall comply with the temporary sign allowances listed in Table Section 400.1500.1.

Table Section 400.1500.1: Temporary Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	No	No	No
Number	8	8	8	6	6
Height	3 ft.	3 ft.	8 ft.	8 ft.	8 ft.
Area	3 ft.	3 ft.	7 at 4 s.f. 1 at 32 s.f.	7 at 4 s.f. 1 at 32 s.f.	7 at 4 s.f. 1 at 32 s.f.
Duration for Display	90 days	90 days	90 days	90 days	90 days
Sign Features					
Illumination	No	No	No	No	No
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet					

2. Number. Table Section 400.1500.1: Temporary Sign Allowances defines the maximum limit for temporary signs:

- a. Per lot for single-use lots; and
- b. Per tenant for multi-tenant developments.

3. Duration for Display. The duration of display for all temporary signs shall not exceed 90 days or more per calendar year, measured cumulatively per sign, unless otherwise regulated by this Article.

C. Banners.

1. Sign Allowances. All uses shall comply with the banner sign allowances listed in Table Section 400.1500.2.

Table Section 400.1500.2: Banner Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	NR	Yes	Yes	Yes	Yes
Permit Required	No	No	No	No	No
Number	1	1	1	1	1
Height	8 ft.	8 ft.	8 ft.	8 ft.	8 ft.
Area	32 s.f.	32 s.f.	32 s.f.	32 s.f.	32 s.f.
Duration for Display	30 days	30 days	30 days	30 days	30 days
Times Per Year	4	4	4	4	4
Sign Features					
Illumination	No	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					

2. Number. Table Section 400.1500.2: Banner Sign Allowances defines the maximum number of banner signs allowed at one (1) time:

- a. Per lot for single-use lots; and
- b. Per tenant for multi-tenant developments.

3. Duration for Display.

- a. The maximum duration for display of a banner is thirty (30) days.
- b. Banners are allowed up to four (4) times per calendar year.

4. Design Standards.

- a. Banner signs shall be attached securely to a building.

D. Inflatable Signs.

1. Sign Allowances. All uses shall comply with the allowances listed in Table Section 400.1500.3.

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Table Section 400.1500.3: Inflatable Sign Allowances					
Standard	Residential	Mixed-Use Residential	Mixed-Use Commercial	General Commercial	Industrial
Allowed	Yes	Yes	Yes	Yes	Yes
Permit Required	No	No	Yes	Yes	Yes
Number	4	1	1	1	1
Height	32 ft.	32 ft.	32 ft.	32 ft.	32 ft.
Duration for Display	60 days	60 days	14 days	14 days	14 days
Times Per Year	4	4	4	4	4
Sign Features					
Illumination	Indirect or Internal	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet					

2. Number. Table Section 400.1500.3: Inflatable Sign Allowances defines the maximum number of inflatable signs allowed at one (1) time:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display.
 - a. Table Section 400.1500.3: Inflatable Sign Allowances defines the maximum duration for the display of an inflatable sign for each district.
 - b. Inflatable signs are allowed up to four (4) times per calendar year.
4. Design Standards.
 - a. Inflatable signs require secure attachment to the ground by a cord, rope, cable, stakes, or a similar method.
 - b. Inflatable signs are not allowed on the roof of a building or other structure.

Division 3 Superimposed District Sign Standards

Section 400.1510 General Standards for the Superimposed Districts

A. Approval Required.

1. Generally. Signs in the SMPD, HDD, FHD, and LMPD Superimposed Districts require a Certificate of Appropriateness from the HLPARB before their installation unless exempted from the permitting requirement by this Division.

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2. EHP District. Signs in the EHP District require a Certificate of Appropriateness from the HLPARB if they are displayed on a building constructed before 1960, unless exempted from the permitting requirement by this Division.
- B. Off-Premises Signs Prohibited. Off-premises signs are not allowed within the Superimposed Districts.
 - C. Design Standards for the Superimposed Districts. All lots in the Superimposed Districts must comply with the following design standards.
 1. Sign Locations. Signs shall not obscure architectural details or features.
 2. Sight Distance. Signs shall not be located within the 30-foot sight distance triangle as defined by [Section 400.540: Corner Visibility](#).
 3. Fluorescent Lights. Fluorescent lights are prohibited.
 4. Neon Lights. Neon lights in any form, including neon signs, are prohibited.
 - D. Additional Design Standards for HDD and FHD Districts. All lots in the HDD and FHD Districts shall comply with the following additional design standards.
 1. Sign Design. Signs shall utilize colors from the approved paint color chart adopted by the HLPARB or shall use colors with proven historical relevance that are approved by the HLPARB.
 2. Sign Materials. Painted wood and metal are appropriate sign materials. Plastic should only be used in limited amounts or when disguised to look otherwise.
 3. Letter sizes and styles should be compatible with the building.

Section 400.1520 Freestanding Signs in the Superimposed District

- A. Sign Allowances. All uses in the Superimposed Districts shall comply with the freestanding sign allowances listed in Table Section 400.1520.1.

Table Section 400.1520.1: Freestanding Sign Allowances

Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes ²	Yes ³	Yes	Yes ²	Yes
Permit Required	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Type	Pole	Any	Monument	Pole	
Number	1 per street frontage ⁴	1 per street frontage	1 per street frontage ³	1 per street frontage	
Height	6 ft.	6 ft.	6 ft.	6 ft.	
Area	.25 s.f. per 1 ft. of façade width up to 16 s.f.	.75 s.f. per 1 ft. of façade width for first 50 feet and .5 s.f. per 1 ft. of additional façade width	.75 s.f. per 1 ft. of façade width for first 50 feet and .5 s.f. per 1 ft. of additional façade width	.25 s.f. per 1 ft. of façade width up to 16 s.f.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street must comply with the general sign standards in Section 400.1450.					
² Freestanding signs are only allowed on lots with a front setback of at least 15 feet. See Paragraph Section 400.1520.B.1.					
³ Locations in the FHD may have a monument sign or a projecting sign but shall not have both.					
⁴ Freestanding signs are only allowed on properties which front on Second Street or Third Street.					

B. Number of Freestanding Signs.

1. SMPD and LMPD Districts.

- a. Lots with a building having a front yard setback of at least 15 feet from the right-of-way may erect one (1) pole sign in a front yard.
- b. Lots with a front yard setback of less than 15 feet shall not have a freestanding sign.
- c. Buildings with public entrances not facing Main Street are allowed to erect a pole sign along South Main Street. However, if a pole sign currently exists on the lot, the occupant or tenant is only permitted to install a new sign face on the existing pole.

2. Sign Area.

- a. HDD and FHD Districts. Where there are two (2) or more frontages, the average façade width of the frontages shall determine the signage allotment under this formula.

3. Number of Freestanding Signs for Multi-Tenant Developments.

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- a. Multi-tenant developments may display the number and size of freestanding signs allowed in Table Section 400.1520.1 for the entire development.
 - b. Each tenant or occupant of a multi-tenant development shall not display a separate freestanding sign.
4. Sign Types.
- a. Monument Signs.
 - (1) When Table Section 400.1520.1 states the sign type is “monument,” freestanding signs are limited to monument signs in the district.
 - (2) All monument signs require monument-type bases of masonry construction or materials that complement the primary structure on the lot or the prevailing character of the structures in the area.
 - b. Pole Signs. When Table Section 400.1520.1 states the sign type is “pole,” freestanding signs are limited to pole signs in the district.
 - c. Other Sign Types. When Table Section 400.1520.1 states the sign type is “any,” pole signs and monument signs are allowed as freestanding signs.

Section 400.1530 Building-Mounted Signs in the Superimposed Districts

A. Wall Signs.

- 1. Sign Allowances. All uses shall comply with the wall sign allowances listed in Table Section 400.1530.1.

Table Section 400.1530.1: Wall Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	Yes	Yes	Yes	Yes	
Number (Max.)	1 per lot or tenant ² 1 additional sign for buildings with a rear entry	1 per lot or tenant ² 1 additional sign for buildings with a rear entry	1 per lot or tenant ² 1 additional sign for buildings with a rear entry	1 per lot or tenant ² 1 additional sign for buildings with a rear entry	
Area (Max.)	.75 s.f. per 1 ft. of façade width up to 16 s.f.	1 s.f. per 1 ft. of façade width	1 s.f. per 1 ft. of façade width	.75 s.f. per 1 ft. of façade width up to 16 s.f.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					

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Table Section 400.1530.1: Wall Sign Allowances

Standard	SMPD	HDD	FHD	LMPD¹	EHP
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Notes:

¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.

² For additional standards for multi-tenant developments, see Paragraph Section 400.1530.A.2.c.

2. Number.

- a. Generally. Single-use lots are allowed one (1) wall sign on the wall with the primary public entrance.
- b. Additional Allowance for Rear Entry Signs. One additional sign is permitted on the rear elevation of each building with a public entry at the rear of the building.
- c. Wall Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a wall sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display the number and size of wall signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate wall sign.

3. Sign Area.

- a. Generally. The wall sign area allowance is based on the width in linear feet of the wall on which the sign is located, as measured at the foundation of the building.
- b. Additional Allowance for Rear Entry Signs. The maximum area of the rear elevation sign is 50% of the area allowed on the front. The area of the rear elevation sign counts toward the total sign area for the building.

4. Cumulative Area Allowances in the HDD and FHD Districts.

- a. Each building in the HDD and FHD Districts is permitted a cumulative maximum of all wall, projecting, awning and canopy, and window signs of one (1) square foot of sign per linear foot of façade frontage for the building.
- b. Multiple Frontages. Where a lot has two (2) or more street frontages, the average of the façade width of the facades facing the streets determines the sign allowance under this formula.

5. Design Standards. Wall signs are not allowed above second-story windows.

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B. Projecting Signs.

1. Sign Allowances. All uses in the Superimposed Districts shall comply with the projecting sign allowances listed in Table Section 400.1530.2.

Table Section 400.1530.2: Projecting Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	Yes	Yes	Yes	Yes	
Number ²	1	1	1 ³	1	
Area	0.3 s.f. per 1 ft. of façade width up to 5.5 s.f.	Included in Wall Sign Area	Included in Wall Sign Area	0.3 s.f. per 1 ft. of façade width up to 5.5 s.f.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.150.					
² For additional standards for multi-tenant developments, see Section 400.1530.B.2.					
³ Locations in the FHD may have a monument sign or a projecting sign but may not have both.					

2. Number.

- a. A projecting sign is allowed as a substitute for a wall sign. Projecting signs are not allowed in addition to wall signs.
- b. Projecting Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display a projecting sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display the number and size of projecting signs as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate projecting sign.
3. Sign Area for HDD and FHD Districts. In the HDD and FHD Districts, the projecting sign area is included in the calculation of the total area allowance for the building provided in Paragraph Section 400.1530.A.4.
4. General Design Standards.
 - a. Projecting signs shall not extend more than five (5) feet from the building.

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- b. The lower edge of a projecting sign shall allow clearance of at least eight (8) feet from grade.
- c. Projecting signs shall be attached by use of period-appropriate devices. Modern-looking chains, hooks, and other visible devices should be avoided.
- d. A sign shall be installed in a workmanlike manner and hide from view such fixtures as guy wires, braces, angle irons, cables, nuts and bolts, brackets, mounting plates, conductors, transformers, conduits, raceways, and similar fixtures.

C. Awning and Canopy Signs.

- 1. Sign Allowances. All uses shall comply with the awning sign allowances listed in Table Section 400.1530.3.

Table Section 400.1530.3: Awning and Canopy Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	No	Yes	Yes	No	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	N/A	Yes	Yes	N/A	
Number (Max.)	N/A	1	1	N/A	
Area (Max.)	N/A	Included in Wall Sign Allowance ¹	Included in Wall Sign Allowance ¹	N/A	
Sign Features					
Illumination	N/A	Indirect	Indirect	N/A	
Changeable	N/A	No	No	N/A	
EMS	N/A	No	No	N/A	
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450. The area of an awning sign is deducted from the overall wall sign allowance. See Section 400.1480.D.2.b.					

2. Number.

- a. An awning sign is allowed in addition to a wall sign in districts where they are allowed.
- b. Awning Signs for Multi-Tenant Developments.
 - (1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display an awning sign on any façade where a public entrance is located.
 - (2) A multi-tenant development with common entrances may display one (1) awning sign as provided in this Section for the entire development. Individual tenants in multi-tenant buildings with common entrances shall not display a separate awning sign.

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3. Sign Area for HDD and FHD Districts. In the HDD and FHD Districts, the awning sign area is included in the calculation of the total area allowance for the building provided in Paragraph Section 400.1530.A.4.
4. General Design Standards.
 - a. Awning signs are only allowed on ground-floor awnings.
 - b. The lower edge of an awning shall allow clearance of at least eight (8) feet from grade.

D. Window Signs.

1. Sign Allowances. All uses shall comply with the window sign allowances listed in Table Section 400.1530.4.

Table Section 400.1530.4: Window Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	No	Yes	Yes	No	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	N/A	No	No	N/A	
Number (Max.)	N/A	N/A	N/A	N/A	
Area (Max.)	N/A	Included in Wall Sign Area, but not to exceed 33% per window	Included in Wall Sign Area, but not to exceed 50% per window	N/A	
Sign Features					
Illumination	N/A	Indirect	Indirect	N/A	
Changeable	N/A	No	No	N/A	
EMS	N/A	No	No	N/A	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

2. Number. The number of window signs is not limited, but the cumulative area of all signs in each window shall not exceed the area allowance for the panes of glass allocated to each tenant.
3. Sign Area for HDD and FHD Districts. In the HDD and FHD Districts, the permanent window sign area is included in the calculation of the total area allowance for the building provided in Paragraph Section 400.1530.A.4.
4. Design Standards. Window signs are only allowed on ground-floor windows.

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Section 400.1540 Murals in the Superimposed Districts

A. Sign Allowances. Murals shall comply with the standards in Table Section 400.1540.1: Mural Allowances for Frenchtown Historic Commercial District (FHD).

Table Section 400.1540.1: Mural Allowances for FHD District	
Standard	Allowance
Allowed?	Yes
Permit Required?	Yes
Number (Max.)	1 per Building
Sign Area (Max.)	100% of One Secondary Wall
Height (Max.)	No Taller than Existing Wall
Features	
Illumination	Indirect
Changeable	No
EMS	No
Text (Max.)	10% of sign area

B. Materials and Design. A mural shall not include:

1. Mechanically produced or computer-generated prints or images, including digitally printed vinyl sheets and wraps;
2. Works containing electrical or mechanical components; or
3. Works that involve changing or moving images or components.

C. Placement and Location.

1. A mural shall only be located on a secondary exterior wall that does not have direct street frontage, unless the building is located on a corner lot.
2. Buildings on corner lots may display murals on a façade with street frontage that does not include the principal public entrance.
3. Murals are not allowed on brick or any other material that is considered contributing to a Historic Building that has not already been painted legally (either historically painted or based on approval by the Landmarks Board).

Section 400.1550 Incidental Signs in the Superimposed Districts

A. Sign Allowances. All uses shall comply with the incidental sign allowances listed in Table Section 400.1550.1.

Table Section 400.1550.1: Incidental Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	Yes	Yes	Yes	Yes	
Setback	N/A	N/A	N/A	N/A	
Number	1	1	2	1	
Height	N/A	N/A	N/A	N/A	
Area	Lesser of 100 s.i. per tenant or 400 s.i.	400 s.i.	400 s.i.	Lesser of 100 s.i. per tenant or 400 s.i.	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.i. = square inches					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

B. Perimeter Incidental Signs. Perimeter signs are allowed as provided based on the base districts in Section 400.1490.

C. Interior Incidental Signs.

1. Small Interior Incidental Signs. Small interior incidental signs are allowed as provided for the base districts in Section 400.1490.
2. Large Interior Incidental Signs. Large interior incidental signs are allowed as provided for the base districts in Section 400.1490.

D. Flags. Flags are allowed as provided for the base districts in Section 400.1490.

E. Prohibited Signs in the SMPD and LMPD Districts. Signs on umbrellas are prohibited in the SMPD and LMPD Districts.

Section 400.1560 Temporary Signs in the Superimposed Districts

A. Limitations on Temporary Signs. This Article prohibits or limits the use of several common temporary sign types, including pennants, streamers, balloons, strobe lights, beacons, feather signs, and inflatable signs.

B. Generally.

1. Sign Allowances. All uses shall comply with the temporary sign allowances listed in Table Section 400.1560.1.

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Table Section 400.1560.1: Temporary Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	No	No	No	No	
Number	8	8	8	6	
Height	N/A	3 ft.	8 ft.	8 ft.	
Area	7 at 4 s.f. 1 at 16 s.f.	7 at 4 s.f. 1 at 16 s.f.	7 at 4 s.f. 1 at 16 s.f.	7 at 4 s.f. 1 at 16 s.f.	
Duration for Display	90 days	90 days	90 days	90 days	
Sign Features					
Illumination	No	No	No	No	
Changeable	No	No	No	No	
EMS	No	No	No	No	
Key: ft. = feet s.f. = square feet					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

2. Number. Table Section 400.1560.1: Temporary Sign Allowances defines the maximum limit for temporary signs:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display. The duration of display for all temporary signs shall not exceed 90 days or more per calendar year, measured cumulatively per sign, unless otherwise regulated by this Article.

C. A-Frame Signs.

1. Sign Allowances. All uses shall comply with the A-frame sign allowances listed in Table Section 400.1560.1.

Table Section 400.1560.2: A-Frame Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD	EHP
Allowed	No	Yes	Yes	No	No
Permit Required	N/A	No	No	N/A	N/A
Number	N/A	1	1	N/A	N/A
Height	N/A	4 ft.	4 ft.	N/A	N/A
Area	N/A	30 in. wide 48 in. tall	30 in. wide 48 in. tall	N/A	N/A
Duration for Display	N/A	Hours of Operation	Hours of Operation	N/A	N/A
Sign Features					
Illumination	N/A	No	No	N/A	N/A
Changeable	N/A	No	No	N/A	N/A
EMS	N/A	No	No	N/A	N/A

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Table Section 400.1560.2: A-Frame Sign Allowances

Standard	SMPD	HDD	FHD	LMPD	EHP
Key: ft. = feet s.f. = square feet					

2. Number.

- a. Single-use lots may display one (1) A-frame sign for the principal public entrance.
- b. A-Frame Signs for Multi-Tenant Developments.

(1) A tenant in a multi-tenant building that has a separate public entrance for that tenant may display an A-Frame sign for the principal public entrance.

(2) Multi-tenant developments with common entrances shall not display A-frame signs.

3. Use Standards.

- a. A-frame signs are not allowed closer than 25 feet from each other.
- b. The sign shall be located within 10 feet of the façade with the principal public entrance.
- c. The sign shall not interfere with pedestrian access.
- d. A-frame signs are only allowed during the hours of operation of the premises.

4. Design Standards.

- a. All A-Frame signs shall be constructed from wood, non-reflective metal or a non-reflective high-grade composite which mimics natural materials.
- b. Prohibited materials include, but are not limited to; plastics, PVC, vinyl, corrugated plastics, foam board or other non-natural materials unless the material mimics a natural material.
- c. A-Frame signs shall be matte or low-gloss finishes and shall not include reflective surfaces.

D. Banners.

- 1. Sign Allowances. All uses shall comply with the banner sign allowances listed in Table Section 400.1560.3.

Table Section 400.1560.3: Banner Sign Allowances					
Standard	SMPD	HDD	FHD	LMPD ¹	EHP
Allowed	Yes	Yes	Yes	Yes	The general sign standards for the base district in Section 400.1450 apply.
Permit Required	Yes	No	No	Yes	
Number	1	1	1	1	
Height	N/A	8 ft.	8 ft.	N/A	
Area	32 s.f.	32 s.f.	32 s.f. for lots with up to 20,000 s.f. of floor area 96 s.f. for lots with less than 20,000 s.f. of floor area	32 s.f.	
Duration for Display	30 days	30 days	30 days	30 days	
Times Per Year	1	4	4	1	
Sign Features					
Illumination	Indirect	Indirect	Indirect	Indirect	Indirect
Changeable	No	No	No	No	No
EMS	No	No	No	No	No
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					
Notes:					
¹ The LMPD standards apply to building frontages along Boone's Lick Road and building frontages north of the 1100 Block of South Main Street. Building frontages not located along Boone's Lick Road and building frontages south of the 1000 Block of South Main Street shall comply with the general sign standards in Section 400.1450.					

2. Number. Table Section 400.1560.3: Banner Sign Allowances defines the maximum number of banner signs allowed at one (1) time:

- a. Per lot for single-use lots; and
- b. Per tenant for multi-tenant developments.

3. Duration for Display.

- a. The maximum duration for display of a banner is thirty (30) days.
- b. Banners are allowed up to four (4) times per calendar year.

4. Design Standards.

- a. Banner signs shall be attached securely to a building.

E. Balloons.

1. Sign Allowances. All uses shall comply with the balloon allowances listed in Table Section 400.1560.4.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

Table Section 400.1560.4: Balloon Allowances

Standard	SMPD	HDD	FHD	LMPD	EHP
Allowed	No	Yes	No	No	No
Permit Required	N/A	Yes	N/A	N/A	N/A
Number	N/A	No limit	N/A	N/A	N/A
Height	N/A	35 ft.	N/A	N/A	N/A
Duration for Display	N/A	7 days	N/A	N/A	N/A
Times Per Year	N/A	3	N/A	N/A	N/A
Sign Features					
Illumination	N/A	No	N/A	N/A	N/A
Changeable	N/A	No	N/A	N/A	N/A
EMS	N/A	No	N/A	N/A	N/A
Key: ft. = feet s.f. = square feet NR = Non-Residential uses only					

2. Number. Table Section 400.1560.4: *Balloon Allowances* does not limit the number of balloons allowed at one (1) time. Balloon permits are available:
 - a. Per lot for single-use lots; and
 - b. Per tenant for multi-tenant developments.
3. Duration for Display.
 - a. Table Section 400.1560: Balloon Allowances provides seven (7) days as the maximum duration for the display of balloons.
 - b. Balloons are allowed up to three (3) times per calendar year.
4. Design Standards.
 - a. Balloons require secure attachment to a building by a cord, rope, cable, stakes, or a similar method.
 - b. The display height of balloons may not exceed 35 feet.

Division 4 Billboards

Section 400.1570 General Standards

- A. Districts Allowed. Billboards and electronic billboards are allowed as conditional uses in the zoning districts listed in Table Section 400.1570.1.
- B. Approval Required. Billboards and electronic billboards require conditional use approval by the City Council following a recommendation by the Planning and Zoning Commission.

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C. Dimension Standards. All billboards must comply with the billboard allowances listed in Table Section 400.1570.1.

Table Section 400.1570.1:Billboard Allowances	
Standard	Allowance
Districts Allowed	I-1, I-2, PD-C, PD-MU, C-3, C-3
Permit Required?	Yes
Number	1
Sign Area	672 s.f.
Sign Face Height	20 ft.
Sign Face Width	50 ft.
Total Height	45 ft.
Features	
Illumination	Indirect
Message Board	No
EMS	Yes
Key: ft. = feet s.f. = square feet	

1. Measurement Standards.

- a. All dimension standards are measured inclusive of border, cutouts, extensions, projections, and trim but excluding the base, apron, supports, and other structural members.
- b. The area shall be measured by the smallest square, rectangle, triangle, circle, or combination of those shapes that will encompass the entire billboard.

2. Cutouts, extensions, and projections shall not exceed 25% of the area of the sign.

3. The maximum area limitation shall apply to each side of a billboard structure. Allowable billboard configurations are placed back-to-back, double-faced, or in V-type construction with no more than two (2) displays to each facing. A billboard structure with multiple facings or panels is considered as one (1) billboard.

4. The total height of the billboard is measured from the natural grade where the billboard is installed or the grade level of the centerline of the highway to which the sign is oriented, whichever is higher.

5. Billboards with EMS features must comply with the brightness and operation standards in Section 400.1440.C.4: *Sign Features*

Section 400.1580 Location and Spacing for Billboards

A. Location. Billboards and electronic billboards are only allowed within 660 feet of the edge of the pavement of the following highways:

- 1. Interstate Highway 70;

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2. Missouri State Highways 94, 370, and 364.

B. Spacing and Separation Requirements.

1. Separation from Other Billboards.

- a. The separation distance for a billboard is 10,000 feet from an existing billboard on either side of the highway.
- b. However, the separation distance for a billboard on lots in the southeast quadrant of the intersection of two (2) Missouri State highways located in the C-2 zoning district is 4,000 feet on the same side of the State highway.
- c. The separation distance for a billboard with electronic message features is 2,640 feet from an existing billboard with electronic message features on either side of the highway.
- d. The separation distance is measured along the nearest edge of the pavement at points directly opposite the billboard along each side of the highway and applies to billboards located on either side of the highway in computing the distance between billboards.

2. Separation from Intersections.

- a. The general separation distance for a billboard is 500 feet from an interchange or intersection between the highway and another highway or street.
- b. However, the separation distance for lots in the southeast quadrant of the intersection of two (2) Missouri State highways located in the C-2 zoning district is 125 feet from an intersection or interchange.
- c. A billboard is allowed within 500 feet of an interchange or intersection if it is affixed to or located adjacent to a building so that the billboard does not cause any greater obstruction of vision than caused by the building itself.

3. Separation from Residential Uses. The separation distance for a billboard is:

- a. 250 feet from any structure within a residential zoning district; or
- b. 100 feet from any structure used primarily as a dwelling unit in any other zoning district.

4. Separation from Historic Resources. The separation distance for a billboard is 300 feet from any property or district listed on the National Register of Historic Places, any National Historic Landmark, or any location officially designated by the City as a historic landmark or historic district.

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5. Separation from Buildings.
 - a. The separation distance for a billboard is 50 feet from any point of a building.
 - b. However, the separation distance for lots in the southeast quadrant of the intersection of two (2) Missouri State highways located in the C-2 zoning district is 25 feet from any point of a building.
6. Separation from On-Premises Signs. The separation distance for electronic billboards is 250 feet from an existing freestanding on-premises electronic message sign.

C. Other Location Standards.

1. Billboards are not allowed on rocks, trees, or poles maintained by a public utility.
2. Billboards are exempt from front, side, and rear yard building setbacks for the district. However, Billboards require a 30-foot minimum setback from a road right-of-way.
3. Billboards are not allowed in the right-of-way of any road or on any slope or drainage easement for a road.

Section 400.1590 Replacement and Relocation of Billboards in the I-70 Corridor

- A. Conversion of Billboard to Electronic Billboard. The owner of a billboard along the I-70 Corridor may apply for approval of a conditional use permit to relocate the billboard structure for conversion to an electronic billboard. The following conditions apply:
1. The property where the billboard is located is directly adjacent to the Interstate 70 right-of-way;
 2. All existing billboards and freestanding on-premises electronic message signs and their supporting structures are permanently removed from the property where the electronic billboard is proposed before the issuance of a building permit for the electronic billboard;
 3. No freestanding on-premises electronic message signs or billboards are allowed on the property upon which an electronic billboard is located;
 4. The electronic billboard is proposed on the same lot as the existing billboard and is no further than 250 feet from the existing billboard being replaced;
 5. The lot where the electronic billboard is proposed is at least five acres;
 6. The electronic billboard complies with all provisions of this Article, except for the separation distance from other billboards in Section 400.1580.B.1.; and

7. The maximum number of sign faces or surfaces permitted on the electronic billboard is two (2).
- B. Transfer of Electronic Billboard Conversion. The owner of a billboard who has received conditional use approval to replace a billboard with an electronic billboard and has not installed the electronic billboard may apply for approval of a conditional use permit to transfer the right to install the electronic billboard at a different location on a new billboard support structure. The following conditions apply:
1. The property where the originally approved billboard is located and the property where the relocated billboard is proposed are both adjacent to Interstate 70 right-of-way between the eastern limit of the City of St. Charles and the Interstate 70/ Highway 94 interchange;
 2. All existing billboards and freestanding on-premises electronic message signs and their supporting structures are permanently removed from the lot where the electronic billboard is proposed before the issuance of a building permit for the electronic billboard;
 3. Additional billboards and additional freestanding on-premises electronic message signs are not allowed on the lot after the electronic billboard is constructed;
 4. The lot where the electronic billboard is proposed is at least three (3) acres;
 5. The maximum sign area of the relocated billboard does exceed the lesser of the maximum sign area of the originally approved billboard or 672 square feet;
 6. Upon approval of a conditional use permit for an I-70 corridor electronic billboard relocation, the original conditional use approval for an electronic billboard becomes null and void;
 7. The new billboard structure and electronic billboard must comply with all provisions of this Article, except for:
 - a. The separation distance requirements of Section 400.1580.B.1.;
 - b. The Separation distance requirements of Section 400.1580.B.2.; and
 - c. The height limitations of Section 400.1570.C.;
 8. The maximum number of sign faces or surfaces permitted on a new billboard structure is two (2). If a conditional use approval to install only one (1) electronic billboard face is being transferred, a new billboard structure may only support one (1) electronic billboard face and one (1) additional face that is not considered to be electronic; and

Underlined text is inserted and struck through text is deleted, except in Section 10 of this ordinance.

9. The maximum total height of the new billboard structure does not exceed 65 feet above the natural grade where the billboard is installed or the grade level of the centerline of the highway to which the sign is oriented, whichever is higher.

Division 5 Administration and Enforcement

Section 400.1600 Sign Permits

A. Permits Required.

1. A sign permit is required to erect, install, relocate, modify, or change any sign within the City unless otherwise provided in this Article.
2. The term “modify” includes any change in or to an existing sign, its face, copy, colors, or supporting structures.

B. Conformity Required. Failure to conform to the conditions of a sign permit, including any conditions or stipulations attached to it by the Department of Community Development, HLPARB, or any applicable board, renders the permit void.

C. Filing Fee. Fees for sign permits are required in the amounts stated in [Section 150.030: *Schedule of Fees, Fines, Costs, and Deposits.*](#)

D. Scope of Permit. Sign permits include approval of electrical work. All electrical work shall comply with the Electrical Code.

E. Permit Procedures.

1. Applicants for sign permits shall apply on a form supplied by the City and shall submit the application to the Community Development Department.
2. The application requires one (1) set of drawings in digital or paper format as provided on the City’s application, prepared to scale, of the proposed sign, including all of the following information:
 - a. The address of the site for the proposed signage, the applicant’s name, the name of the business, the business address, business telephone number, and contractor information;
 - b. The configuration of the proposed signage listing the height, width, total square footage, method of attachment, and method of illumination, including details of the fixture and screening, and colors and materials;
 - c. A site plan showing the proposed locations of signs;
 - d. Building elevations showing proposed locations of signs; and

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- e. A detailed plan showing the size, quantity, and type of landscaping for freestanding signs.

F. Review of Sign Permit Applications.

1. The Director of Community Development or their designee shall review and approve or deny all sign permit applications required by this Article based on the standards of this Article.
2. In locations where HLPARB approval is required, the Director or their designee shall set the matter for consideration by the HLPARB at its next regular meeting and issue a decision on the application in conformance with the HLPARB's determination.
3. Sign permit applications shall not be reviewed until land use approval has been issued for the subject property. Applicants are advised that obtaining land use approval may require additional time if approvals from the Planning and Zoning Commission or City Council are necessary to establish compliance with applicable land use regulations.

G. Expiration of Sign Permit.

1. Construction of a sign requiring approval of a sign permit shall begin within 180 days of its approval by City staff, the HLPARB, or City Council and be complete and functioning within 240 days of the approval.
2. The permit for any sign that is not constructed within the required period is automatically revoked.

Section 400.1610 Master Sign Plans

A. Purpose. This Section describes the process for review of master sign plans for Planned Development Districts, which may require special signage consideration. In order to encourage superior design, quality and character, master sign plans allow for specialized review of signs and flexibility from standard signage requirements. If a master sign plan exists for a multi-lot development or subdivision, then individual lots within that subdivision or development shall not submit their own, separate master sign plan.

B. Applicability.

1. Planned Development Districts.
 - a. Master sign plans are not required for Planned Developments.
 - b. However, a master sign plan is required if the applicant proposes to vary the sign standards of this Article in the ordinance adopting the Planned Development District.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

- c. If the applicant elects to submit a master sign plan for a Planned Development District, the applicant shall submit it with the Preliminary Development Plan.

C. Contents. A master sign plan must include the following information:

1. An overall sign program with standards that address design, lighting, color, materials, and type and method of construction to ensure that all signs within the development are designed in a consistent and compatible manner;
2. A written statement with supporting, scaled graphics that include, for all freestanding and attached signs:
 - a. Size, location, and number of all signs, including area, letter height, and height;
 - b. Materials, styles (letter colors, background colors, text, fonts, etc.), and colors for all signs subject to the master sign plan, including the context of where signs are placed along any site frontage or on any façade;
 - c. Type of illumination; and
 - d. A design theme with illustrative examples of each sign type and the proposed general locations of each sign type.
3. A site plan and elevations identifying the location, number, setback, dimensional standards, and other design standards for all freestanding signs;
4. Standards for wall signs and other types of attached signs; and
5. Standards for any other proposed signage.

D. Review Process.

1. Planned Development Districts.
 - a. The Planning and Zoning Commission shall review master sign plans and include recommendations to the City Council based on the following criteria:
 - (1) Consistency or departure from this Article;
 - (2) The compatibility of the proposed sign plan with other proposed district standards; and
 - (3) The compatibility of the proposed sign plan with the community character.

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- b. In reviewing the recommendation of the Planning and Zoning Commission, City Council has legislative discretion to approve, modify, or deny the proposed master sign plan.
- E. Amendment Procedure. A master sign plan may be amended. Amendments shall follow the process for a new submittal under this Section, unless it is determined to be minor by the Director of Community Development.

Section 400.1620 Maintenance

- A. Maintenance Required. Failure to comply with the maintenance requirements of this Section constitutes a violation of this Article.
- B. Sign Maintenance.
 - 1. The owner or person in possession of a lot shall maintain all signs located on the lot.
 - 2. The owner or person in possession of the lot shall maintain all signs so that they:
 - a. Continue to conform to the conditions imposed by the sign permit;
 - b. Substantially conform to its original condition without cracking, peeling, or fading of paint and other components; and
 - c. Are kept free of rust and rust stains.
- C. Notice and Repair. The owner or person in possession of the property shall repair any damage to a sign or sign base within 60 days of notice.
- D. Damage to Illuminated Signs. Any internally illuminated sign cabinets or sign panels that have been damaged shall remain unilluminated until repaired.
- E. Removal of Hazardous Signs. Any sign that has been damaged to such an extent that it poses a hazard to passersby requires immediate repair or removal.
- F. Maintenance of Required Landscaped Areas.
 - 1. Maintenance Required. The owner or person in possession of a lot shall maintain any landscaped area required by this Article as a condition of the sign permit.
 - 2. Maintenance Standards.
 - a. Maintenance includes, as appropriate, the provision of surface mulch, staking and guying, tree straightening, irrigation, fertilization, insect and disease control, pruning, mulching, and weeding.

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- b. The owner or person in possession of a lot shall keep all required landscaping free of litter and debris.
3. Replacement of Plants.
- a. Any plants that die or are removed as a result of death, disease, or damage require replacement in a reasonable time with an equal number and similar species and size at the next appropriate growing season.
 - b. Failure to replace dead, damaged, or diseased plant material constitutes a violation of this Article.

Section 400.1630 Enforcement

- A. Unauthorized Signs. City staff may remove unauthorized signs in the right-of-way or on public property without notice. City Staff may dispose of these signs within seven (7) days if they are not claimed.
- B. Signs Erected In Violation Of This Article.
- 1. City staff shall give written notice for any sign otherwise erected or maintained in violation of this Article.
 - 2. Upon failure to correct the violation, City staff shall enforce this Article in accordance with Zoning Code Article XVIII: *Violations and Penalties*.
- C. Administration.
- 1. Enforcement.
 - a. The Department of Community Development is authorized and directed to enforce all of the provisions of this Article and perform the functions outlined for City staff within this Article.
 - b. Upon presentation of proper credentials, City staff may enter at reasonable times any building, structure, or premises in the City to perform any duty imposed upon them by this Article.
 - 2. Violations.
 - a. Any person violating any of the provisions of this Article is guilty of an ordinance violation.

- b. The owner of any sign, building, or premises where any sign or other object that violates this Article is placed or exists, and any person who has knowingly assisted in the commission of any violation is guilty of a separate offense.

Section 400.1640 Non-Conforming Signs

A. Non-Conforming Signs.

1. Any sign that lawfully exists at the time of enactment of this Article may remain until the sign is substantially altered or changed or until another sign is proposed as a replacement for the existing sign. The replacement sign requires conformance with all provisions of this Article.
2. A non-conforming sign that is damaged to the extent of more than 50% of its replacement cost value requires removal or alterations to ensure conformity with the provisions of this Article.

B. Non-Conforming Billboards.

1. A billboard that lawfully existed at the time of enactment of this article may remain if the owner maintains it in good repair as required by Section 400.1620.
2. A non-conforming billboard that is not maintained in good repair is subject to removal or alterations to conform with this Article if it is damaged to the extent of more than 50% of its replacement cost value.

Section 400.1650 Abandoned Signs

A. Abandoned Signs.

1. Any sign or sign support structure for a business, organization, tenant, or other occupant of a lot that ceases operations on the premises for a period of at least 30 days is considered abandoned.
2. The owner or person in possession of the lot shall remove abandoned signs and support structures from the premises.

B. Abandoned Billboards

1. A billboard is deemed abandoned when it:
 - a. Is not maintained in good repair as required by Section 400.1620; and
 - b. Does not include advertising information other than for the use of the billboard for a period of 120 continuous calendar days.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

2. The owner of an abandoned billboard shall remove the abandoned billboard and the support structure.

SECTION 11. Section 400.1870 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 400.1870 Clothing Drop Boxes

- A. Clothing drop boxes shall only be permitted in accordance with the requirements and conditions of this Section.
 1. Only exempt organizations pursuant to 26 U.S.C. § 501 may place upon its property or sponsor a clothing drop box.
 2. A clothing drop box shall not exceed six (6) feet in height, four (4) feet in width and four (4) feet in depth.
 3. Clothing drop boxes shall be constructed of metal or wood and shall be secured at all times except when being emptied by its owner or sponsor.
 4. Clothing drop boxes shall be located a minimum of twenty (20) feet from any driveway curb cut and outside any sight distance triangle as described in Section 400.540. A clothing drop box shall not be located within any required street frontage buffer or landscape buffer, front, side or rear yard setback or in front of the front building line. A clothing drop box shall not encroach on any minimum required parking spaces.
 5. No more than one (1) clothing drop boxes shall be permitted on site at any time.
 6. Clothing drop boxes shall be emptied at least two (2) times per week or as often as necessary to prevent the contents from overflowing the box.
 7. ~~Any sign or label affixed to a clothing drop box shall pertain only to the box or the sponsoring organization.~~ The name, address and telephone number of the owner shall be affixed to the box to enable the ownership of the box to be readily ascertained.
 8. No clothing drop box shall be permitted in the South Main Preservation District, the Landmarks Preservation District, the Historic Downtown District, the Frenchtown Neighborhood District and the Commons Neighborhood District.

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

9. Site Plan Review. Any organization desiring to place or sponsor a clothing drop box shall submit to the Community Development Department:
 - a. A site plan which adequately and accurately describes the location of the box which may consist of a “red-lined” portion of a previously approved site plan or plat, and
 - b. A letter from the person who owns or has the right to possession of the property authorizing the use of the site as the location of a box.
10. Clothing drop boxes owned or operated by a for profit entity shall obtain and pay a business license fee pursuant to Chapter 605.

SECTION 12. Section 640.050 of the Code of Ordinances of the City of St. Charles, Missouri is hereby repealed as follows:

Section 640.050 Advertising (Reserved)

- ~~A. Signs Permitted. Only the following specified signs may be displayed in relation to a garage sale:~~
- ~~1. Two (2) Signs Permitted. Two (2) signs of not more than four (4) square feet shall be permitted to be displayed on the property of the residence where the garage sale is being conducted.~~
 - ~~2. Directional Signs. Two (2) signs of not more than two (2) square feet each are permitted, provided permission to erect such signs is received from the property owners upon whose property such signs are to be placed.~~
- ~~B. Time Limitation. No sign shall be exhibited for more than two (2) days prior to the day such sale is to commence.~~
- ~~C. Removal Of Signs. Signs must be removed each day at the close of the garage sale activities or by the end of daylight, whichever first occurs.~~

SECTION 13 Section 665.070 of the Code of Ordinances of the City of St. Charles, Missouri is hereby repealed as follows:

Section 665.070. Sign Restrictions (Reserved)

- ~~A. Notwithstanding any other ordinance, code or regulation to the contrary, it shall be unlawful for the operator of any sexually oriented business or any other person to erect, construct or maintain any sign for the sexually oriented business~~

Underlined text is inserted and ~~struck through~~ text is deleted, except in Section 10 of this ordinance.

~~other than the one (1) primary sign and one (1) secondary sign as provided herein.~~

~~B. Primary signs shall have no more than two (2) display surfaces. Each such display surface shall:~~

~~1. Not contain any flashing lights;~~

~~2. Be a flat plane, rectangular in shape;~~

~~3. Not exceed seventy five (75) square feet in area; and~~

~~4. Not exceed ten (10) feet in height or ten (10) feet in length.~~

~~C. Primary signs shall contain no photographs, silhouettes, drawings or pictorial representations in any manner and may contain only the name of the establishment.~~

~~D. Each letter forming a word on a primary sign shall be of solid color and each such letter shall be the same print type, size and color. The background behind such lettering on the display surface of a primary sign shall be of a uniform and solid color.~~

~~E. Secondary signs shall have only one (1) display surface. Such display surface shall:~~

~~1. Be a flat plane, rectangular in shape;~~

~~2. Not exceed twenty (20) square feet in area;~~

~~3. Not exceed five (5) feet in height and four (4) feet in width; and~~

~~4. Be affixed or attached to any wall or door of the enterprise.~~

~~F. The provisions of Subsection (B)(1) and Subsections (C) and (D) shall also apply to secondary signs.~~

~~G. Any sign erected prior to the enactment of this Chapter shall be considered a lawful non-conforming sign.~~

SECTION 14. 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.

Underlined text is inserted and struck through text is deleted, except in Section 10 of this ordinance.

SECTION 15. 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 Legal Form:

Attest:

Holly Magdziarz 6/10/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # 13991

MEETING/DATE: 6/17/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Michael Galba, Brian Gould

Description:

AN ORDINANCE AMENDING SECTIONS 600.020, 600.060, 600.070 AND 600.080 OF THE CODE OF ORDINANCES PERTAINING TO THE REGULATION OF ALCOHOLIC BEVERAGES WITH RESPECT TO MINORS AND IN THE FRENCHTOWN DISTRICT DURING CERTAIN HOURS.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This ordinance addresses and/or clarifies the Code sections that deal with minors and the consumption or possession of alcoholic beverages.

This ordinance also adds a reference to the Frenchtown District into Section 600.020. Several historic districts, including Frenchtown, permit restrictions on liquor license operations. For example, Section 400.290.C.2 states that "Any land use under the "FD" Frenchtown District which requires a liquor license shall cease operations by 11:00 P.M." This ordinance adds "Frenchtown District" to the list of districts in Section 600.020 that contemplate such restrictions. This is not a substantive change to our requirements regarding liquor or Frenchtown.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA prepared by: Legal Dept. Dir. Ham Finance Dir. Gao Dir. of Admin. ↳

Sponsor: Michael Galba, Brian Gould

AN ORDINANCE AMENDING SECTIONS 600.020, 600.060, 600.070 AND 600.080 OF THE CODE OF ORDINANCES PERTAINING TO THE REGULATION OF ALCOHOLIC BEVERAGES WITH RESPECT TO MINORS AND IN THE FRENCHTOWN DISTRICT DURING CERTAIN HOURS.

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

SECTION 1. Section 600.020 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 600.020. Disposal During Certain Hours Prohibited.

- A. No person shall purchase, sell, give away or otherwise dispose of any alcoholic beverage or allow the same to be done upon the premises in any quantity at any time when such disposal is prohibited by the law of the State, or when prohibited by ordinance in the Frenchtown District, the Historic Downtown District, and the South Main Preservation District during Riverfest, Festival of the Little Hills, Oktoberfest and special events, unless otherwise approved by the City, or upon any other date or location for purposes of the public health, safety or welfare.
- B. A manufacturer licensed under this Chapter may offer samples of its wine, may sell its wine in its original package directly to consumers at the winery and may open wine so purchased by consumers so it may be consumed on the winery premises on days allowed by the laws of the State of Missouri. Manufacturers licensed under this Chapter may also sell to duly licensed wholesalers and retail dealers in lots of five (5) gallons or more on any day allowed by the laws of the State of Missouri.

SECTION 2. Section 600.060 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 600.060. Sale To And Presence Of Minors On Premises.

- A. Section 600.060 adopts by reference Section 311.310(12) and (23), RSMo., as amended, ~~if fully set forth herein and as may be revised and amended from time to time, excepting any criminal violations and resultant penalties referenced in Section 311.310(2) and (3), RSMo., and violations of this Section~~ may be governed and prosecuted either by State law or under the City Code of Ordinances.

Underlined text is inserted. Struck through text is deleted.

- B. It shall be unlawful for any licensee or employee of a licensee which has not been issued a restaurant bar license pursuant to Section 600.190 or an arcade Sunday liquor license pursuant to Section 600.200(A) to permit a person under twenty-one (21) years of age to enter or remain on the premises unless accompanied by a parent or legal guardian.

SECTION 3. Section 600.070 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 600.070. Possession Or Purchases By Person Under Twenty-One (21).

Section 600.070 adopts by reference Section 311.325(1) and (2), RSMo., as amended, and Section 311.326, RSMo., as if fully set forth herein and as may be revised and amended from time to time, excepting any criminal violations and resultant penalties referenced in Section 311.325(1) and (2), RSMo., and violations of this Section may be governed and prosecuted either by State law or under the City Code of Ordinances. Section 600.070 further adopts by reference the expungement provisions of Section 311.326, RSMo., as amended, for violations of this Section.

SECTION 4. Section 600.080 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 600.080. Minors.

- A. *Persons Eighteen Years Of Age Or Older May Sell Or Handle Alcoholic Beverages, When.* Section 600.080(A) adopts by reference Section 311.300, RSMo., as amended, ~~as if fully set forth herein and as may be revised and amended from time to time, excepting any criminal violations and resultant penalties referenced in Section 311.300, RSMo.,~~ and violations of this Section may be governed and prosecuted either by State law or under the City Code of Ordinances.
- B. *Sales To Minor — Exceptions.* Section 600.080(B) adopts by reference Section 311.310, RSMo., as amended, ~~as if fully set forth herein and as may be revised and amended from time to time, excepting any criminal violations and resultant penalties referenced in Section 311.310, RSMo.,~~ and violations of this Section may be governed and prosecuted either by State law or under the City Code of Ordinances.
- C. *Misrepresentation Of Age By Minor To Obtain Liquor — Use Of Altered Driver's License, Passport Or I.D. Cards, Penalties.*

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

1. No person under the age of twenty-one (21) years shall represent, for the purpose of purchasing, attempting to purchase, asking for or in any way, receiving, attempting to receive, possessing, or attempting to possess any alcoholic beverage, that he/she has attained the age of twenty-one (21) years by use or display of any identification issued by, or represented to be issued by, any local, State or Federal government, including a modified or altered motor vehicle operator's license, an identification card issued by a uniformed service of the United States, a passport or a State-issued identification card, except as otherwise authorized by law. Any violation and resultant penalty shall be governed by State law or City Code of Ordinances.
2. It shall be unlawful for a person less than twenty-one (21) years of age to produce, display, exhibit, offer or tender a reproduced, modified or altered motor vehicle operator's license, identification card issued by a uniformed service of the United States, passport or State issued identification card for the purpose of entering or attempting to enter the premises of a licensee.
3. Any violation of this Section 600.080(C) and resultant penalties shall be governed by State law or under the City Code of Ordinances.

D. *Minors In Possession Of Alcoholic Beverages.* Section 600.080(D) adopts by reference Section 311.325, RSMo., as amended,~~as if fully set forth herein and as may be revised and amended from time to time,~~ except for the penalties referenced in Section 311.325(1), RSMo. A violation of this Section 600.080(D) and resultant penalties shall be governed by the City Code of Ordinances.

SECTION 5. 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.

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

SECTION 6. 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 Legal Form:

Attest:

Holly Magdziarz 6/9/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



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

RCA FORM (OFFICE USE ONLY)

Bill # 13992

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 8

Sponsor(s): Michael Galba

Description:

Approve the Record Plat for Fountain Lakes Commerce Center Plat 12.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This bill will approve the record plat for Fountain Lakes Commerce Center Plat 12. The record plat is for approx. 12.331 acres, and is located on the corner of New Town Boulevard and Fountain Lakes Boulevard. This Plat will serve to consolidate three (3) parcels for the Dierbergs development. The property is zoned C-2 General Business District and located in Ward 8.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Bill No. 13992

Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE APPROVING THE RECORD PLAT FOR FOUNTAIN LAKES COMMERCE CENTER PLAT TWELVE, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI.

Whereas, First National Bank of St. Louis and D3-Fountain Lakes, LLC, owners, have laid out a Subdivision within the City of Saint Charles, Missouri under the name Fountain Lakes Commerce Center Plat Twelve (hereinafter, the "Subdivision") and has caused to be made an accurate plat thereof, a copy of which is identified as Exhibit A, attached hereto and incorporated by this reference (hereinafter, the "Plat"); and

Whereas, the Plat accurately sets forth and describes all parts of the land within the Subdivision reserved for public purposes; and

Whereas, the Plat accurately sets forth and describes all lots by their precise length and width and by number; and

Whereas, the Plat has been drawn to scale and the scale is noted thereon, has written on its face the title of the Subdivision, and identifies the United States Survey the Subdivision purports to be located; and

Whereas, the Plat designates, reflects, and shows markers and established points so that the precise location of the land platted can be determined upon inspection of the Plat; and

Whereas, no taxes are due against the land proposed to be platted; and

Whereas, the Plat is submitted to the City Council of the City of St. Charles, Missouri, for its approval.

Now, Therefore, Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. The Plat for Fountain Lakes Commerce Center Plat Twelve is hereby approved subject to compliance with all recommendations and requirements approved or made by the City Council.

SECTION 2. The City Clerk is authorized to endorse the City's approval upon the Plat by signature and by the Seal of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 13992

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

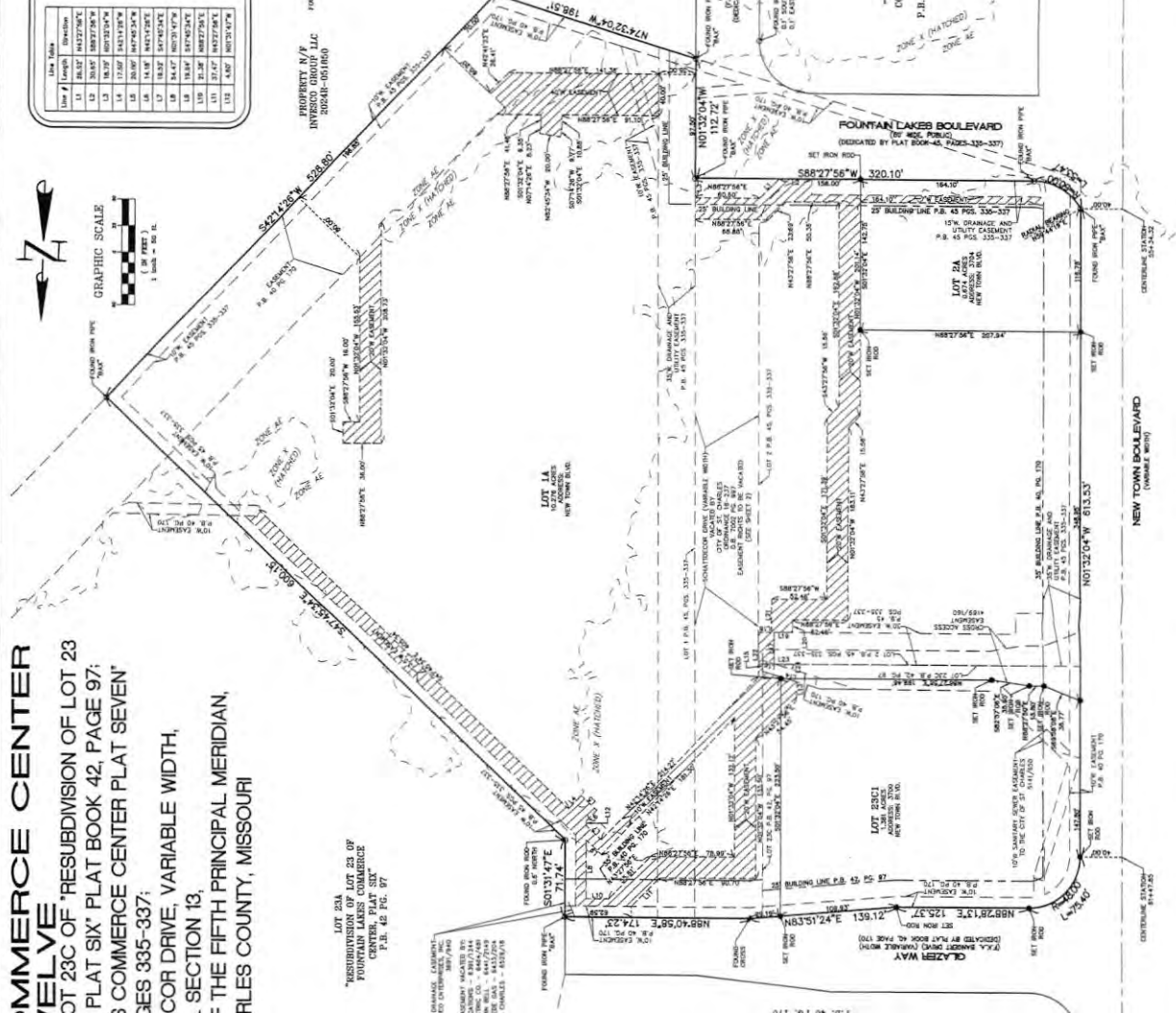
Attest:

Holly Magdziarz 6/19/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk





FOUNTAIN LAKES COMMERCIAL CENTER PLAT TWELVE

SEVERAL TRACTS OF LAND BEING ALL OF LOT 23C OF 'RESUBDIVISION OF LOT 23 OF 'FOUNTAIN LAKES COMMERCIAL CENTER PLAT SIX' PLAT BOOK 42, PAGE 97; ALL OF LOT 1 AND 2 OF 'FOUNTAIN LAKES COMMERCIAL CENTER PLAT SEVEN' PLAT BOOK 45, PAGES 335-337;

AND PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

PREPARED FOR:
FOUNTAIN LAKES COMMERCIAL CENTER PLAT TWELVE

PROPERTY: 370 CROSSING, CHESTERFIELD, MISSOURI 63017

DESIGNER: [Logo]

DATE: 07/20/2025

BY: [Signature]

SCALE: AS SHOWN

PROJECT NUMBER: [Number]

FOUNTAIN LAKES COMMERCIAL CENTER

PROFESSIONAL SEAL: [Seal]

22 Paul Red Bldg. 451-454-5452 FAX 451-1718

Line #	Length	Bearing	Direction
1	18.62	S87°27'56\"	E
2	18.62	S87°27'56\"	E
3	18.62	S87°27'56\"	E
4	18.62	S87°27'56\"	E
5	18.62	S87°27'56\"	E
6	18.62	S87°27'56\"	E
7	18.62	S87°27'56\"	E
8	18.62	S87°27'56\"	E
9	18.62	S87°27'56\"	E
10	18.62	S87°27'56\"	E
11	18.62	S87°27'56\"	E
12	18.62	S87°27'56\"	E
13	18.62	S87°27'56\"	E
14	18.62	S87°27'56\"	E
15	18.62	S87°27'56\"	E
16	18.62	S87°27'56\"	E
17	18.62	S87°27'56\"	E
18	18.62	S87°27'56\"	E
19	18.62	S87°27'56\"	E
20	18.62	S87°27'56\"	E
21	18.62	S87°27'56\"	E
22	18.62	S87°27'56\"	E
23	18.62	S87°27'56\"	E
24	18.62	S87°27'56\"	E
25	18.62	S87°27'56\"	E

OWNERS' CERTIFICATION

I, THE UNDERSIGNED OWNER OF THE FOREGOING PROPERTY HEREBY CERTIFY THAT THE SAME IS BEING SUBDIVIDED AND SUBDIVISION IN THE MANNER SHOWN ON THE ACCOMPANYING PLAN, WHICH SUBDIVISION SHALL INDUPLY BE IN ACCORDANCE WITH THE PROVISIONS OF THE MISSOURI PLAT ACT AND THAT THE SAME HAS BEEN PROPERLY FILED WITH THE COUNTY CLERK OF THE CITY OF ST. CHARLES, MISSOURI.

FIRST NATIONAL BANK OF ST. LOUIS

BY: _____

TITLE: _____

DATE: _____

D3-FOUNTAIN LAKES, LLC

BY: _____

TITLE: _____

DATE: _____

NOTARY FOR FIRST NATIONAL BANK OF ST. LOUIS

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, I, _____, NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI AND THAT I AM QUALIFIED TO PERFORM NOTARIAL FUNCTIONS IN THE COUNTY OF _____ AND THAT I AM A NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI.

NOTARY PUBLIC

BY: _____

TITLE: _____

DATE: _____

NOTARY PUBLIC

BY: _____

TITLE: _____

DATE: _____

NOTARY PUBLIC

BY: _____

TITLE: _____

DATE: _____

THIS PLAT CONTAINS 12.331 ACRES.

RCA FORM (OFFICE USE ONLY)

Bill # 13993

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): Vince Ratchford

Description:

Approve an ordinance to annex into the City an approximately 0.5-acre tract of land known as 5 Hardwood Drive.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application involves an approximately 0.5-acre tract of land known as 5 Hardwood Drive, which is currently under the jurisdiction of Unincorporated St. Charles County. Application Z-2025-06 (also on the July 1, 2025 City Council agenda) would establish zoning for this parcel, should it be annexed. The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting where the applicant was present and there were no speakers from the public. The application was forwarded with a recommendation for approval (6 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #5

**STAFF REPORT
CASE NO. Z-2025-06
5 HARDWOOD DRIVE**

**JUNE 9, 2025
BY MADELYN P. BROWN**

APPLICANT/ OWNER: Adam & Jennifer Solomon
5 Hardwood Drive
St. Charles, Missouri 63303

ADDRESS/LOCATION: 5 Hardwood Drive
Ward 3 upon annexation

ACREAGE: 0.5-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	County R1E Single-Family Residential District	Single-Family Residential
South	County R1E Single-Family Residential District	Single-Family Residential
East	County R1E Single-Family Residential District	Single-Family Residential
West	R-1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to rezone 5 Hardwood Drive upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a half (0.5) acre lot and is located on the east side of Hardwood Drive and south of Shady Lane. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing residential use and the owner wishes to annex to the City in order to tie into the City's utilities at a future date. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

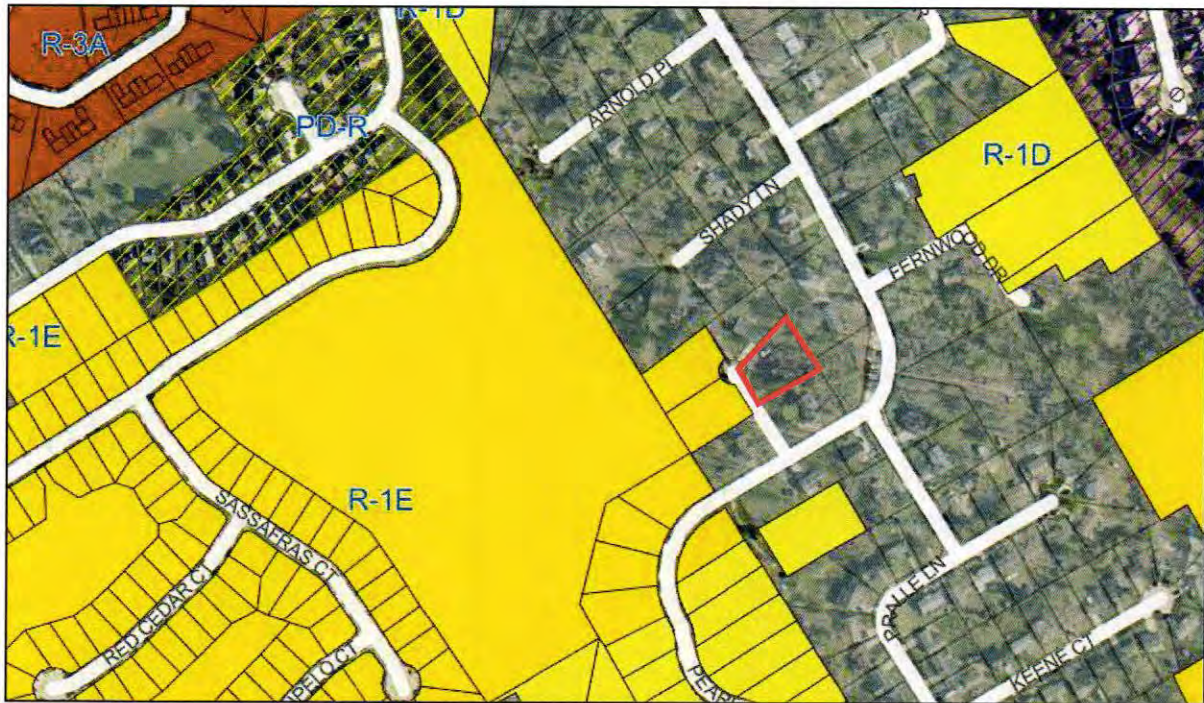


Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located in-between Activity Center #11 (Page Ave/Upper Bottom Rd. Exchange) and Activity Center #12 (Family Arena). The zoning of properties immediately adjacent to the subject site are single-family residential and all are also developed for this use. The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motion:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-06. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-06.*



Figure 2: Aerial photo of the Subject Property.



Figure 3: Photo of the Subject Property.

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\$27.00
CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD

UST File No. 15-12706

GENERAL WARRANTY DEED

THIS DEED, made and entered into as of this 23rd day of October, 2015, by and between Mary E. Justus, Trustee of ~~the~~ The Justus Family Trust dated February 2, 2012, party(ies) of the first part/Grantor(s) whose mailing address is: 5 Hardwood Lane Saint Charles, MO 63303 of the City/County of St Charles State of Missouri and Adam P. Solomon and Jennifer L. Solomon, husband and wife, a Married Couple, as Tenants by the Entirety party(ies) of the second part/Grantee(s) whose mailing address is: 5 Hardwood Drive, Saint Charles, MO 63303 of the City/County of St Charles State of Missouri.

WITNESSETH, that the said party(ies) of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party(ies) of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party(ies) of the second part, the following described Real Estate, situated in the County of St. Charles and State of Missouri, to wit:

See Exhibit "A" Attached

Subject to: deed restrictions, easements, rights of way of record, and zoning regulations.
Locator Number: 439680A000

Grantor represents and warrants:

- a) The Trustee(s) is/are the duly acting and qualified Trustee(s) under said trust;
- b) The Trust has not been amended, revoked, or canceled, and is in full force and effect; and
- c) The Trustee(s) have the full and complete powers and authority to sell the subject property.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party(ies) of the second part, and to the heirs and assigns of such party(ies) forever.

The said party(ies) of the first part hereby covenanting that said party(ies) and the heirs, executors and administrators of such party(ies), shall and will WARRANT AND DEFEND the title to the premises unto the said party(ies) of the second part, and to the heirs and assigns of such party(ies) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2015 and thereafter, and special taxes becoming a lien after the date of this deed.

EXHIBIT "A"

Legal Description

File No. 15-12706

Part of Lots 5 and 6 of Hardwood Grove, according to the Plat thereof recorded in Plat Book 6, page 93 of the St. Charles County Records and described as follows: Beginning at the intersection of the East line of Hardwood Lane 30 feet wide and the North line of property conveyed to Loveus O. Fears and wife by Deed recorded in Book 360, page 514 of the St. Charles County Records (said point being 6.8 feet North of the South line of said Lot 5); thence North along the East line of said Hardwood Lane 30 feet wide 81:58 feet to a point, being the initial point of a 35 foot radius turn around; thence Northwardly along said turn around 43.32 feet to a point (said point being 3.85 feet North of the South line of said Lot 6); thence northeastwardly in a straight line to a point in the East line of said Lot 6 (said point being 35.75 feet North of the South Line of said Lot 6); thence South along the East line of said Lot 6 and 5, 148.95 feet to a point in the North line of said property conveyed to Fears and wife as aforesaid; thence South 55 degrees 51 minutes West along the North line of said property conveyed to Fears and wife 170 feet to the point of beginning.

Sponsor: Vince Ratchford

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY ADAM SOLOMON AND JENNIFER SOLOMON, APPROXIMATELY 0.5 ACRES OF LAND LOCATED AT 5 HARDWOOD DRIVE.

WHEREAS, a certain verified petition signed by the owners of the land hereinafter described requesting annexation of said land into the City of Saint Charles, Missouri, was filed with the City Clerk; and

WHEREAS, said land as hereinafter described is adjacent and contiguous to the present municipal boundaries of the City of Saint Charles, Missouri; and

WHEREAS, the City Council of the City of Saint Charles, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW THEREFORE, Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Pursuant to the Revised Statutes of Missouri Section 71.014, the land, as more particularly described in the attached Exhibit A, which is incorporated herein by this reference, is annexed into the City of Saint Charles, Missouri.

SECTION 2. The boundaries of the City of Saint Charles, Missouri are altered so as to encompass the above described land lying adjacent and contiguous to the present municipal boundaries of the City.

SECTION 3. The City Clerk is directed to file three certified copies of this Ordinance with the County of St. Charles, Missouri.

SECTION 4. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, entity or political subdivision shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, or if any judgment shall find that a particular tract of land is not contiguous to the City of Saint Charles, said judgment shall not affect, impair or invalidate the remainder of this ordinance in the application of such provision to other person, entities or political subdivision, and shall be confined in

its operation to the provision, clause, sentence, paragraph, section or a part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, entity or political subdivision involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional, invalid provision or non-contiguous tract of land, clause, sentence, paragraph, section or part thereof not been included.

SECTION 5. The land annexed by this ordinance is designated as part of Ward Three of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/19/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT "A"

Legal Description

File No. 15-12706

Part of Lots 5 and 6 of Hardwood Grove, according to the Plat thereof recorded in Plat Book 6, page 93 of the St. Charles County Records and described as follows: Beginning at the intersection of the East line of Hardwood Lane 30 feet wide and the North line of property conveyed to Loveus O. Fears and wife by Deed recorded in Book 360, page 514 of the St. Charles County Records (said point being 6.8 feet North of the South line of said Lot 5); thence North along the East line of said Hardwood Lane 30 feet wide 81:58 feet to a point, being the initial point of a 35 foot radius turn around; thence Northwardly along said turn around 43.32 feet to a point (said point being 3.85 feet North of the South line of said Lot 6); thence northeastwardly in a straight line to a point in the East line of said Lot 6 (said point being 35.75 feet North of the South Line of said Lot 6); thence South along the East line of said Lot 6 and 5, 148.95 feet to a point in the North line of said property conveyed to Fears and wife as aforesaid; thence South 55 degrees 51 minutes West along the North line of said property conveyed to Fears and wife 170 feet to the point of beginning.

RCA FORM (OFFICE USE ONLY)

Bill # 13994

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): Vince Ratchford

Description:

Case No. Z-2025-06. (Adam & Jennifer Solomon) An application to annex and establish the zoning for 0.5-acres (more or less) located at 5 Hardwood Dr, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-1E" Single Family Residential District. The subject property is located on the east side of Hardwood Drive and south of Shady Lane. The subject property will be located in Ward 3 upon annexation.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for 5 Hardwood Drive, upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is an approx. 0.5-acre parcel. The annexation of this tract will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting where the applicant spoke and there were 0 speakers from the public. The Commission voted 6 in favor, 0 opposed to forward the application 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: MPB Dept. Dir. [Signature] Finance Dir. 900 Dir. of Admin. [Signature]



AGENDA ITEM #5

**STAFF REPORT
CASE NO. Z-2025-06
5 HARDWOOD DRIVE**

**JUNE 9, 2025
BY MADELYN P. BROWN**

APPLICANT/ OWNER: Adam & Jennifer Solomon
5 Hardwood Drive
St. Charles, Missouri 63303

ADDRESS/LOCATION: 5 Hardwood Drive
Ward 3 upon annexation

ACREAGE: 0.5-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	County R1E Single-Family Residential District	Single-Family Residential
South	County R1E Single-Family Residential District	Single-Family Residential
East	County R1E Single-Family Residential District	Single-Family Residential
West	R-1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to rezone 5 Hardwood Drive upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a half (0.5) acre lot and is located on the east side of Hardwood Drive and south of Shady Lane. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing residential use and the owner wishes to annex to the City in order to tie into the City’s utilities at a future date. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.



Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located in-between Activity Center #11 (Page Ave/Upper Bottom Rd. Exchange) and Activity Center #12 (Family Arena). The zoning of properties immediately adjacent to the subject site are single-family residential and all are also developed for this use. The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motion:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-06. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-06.*

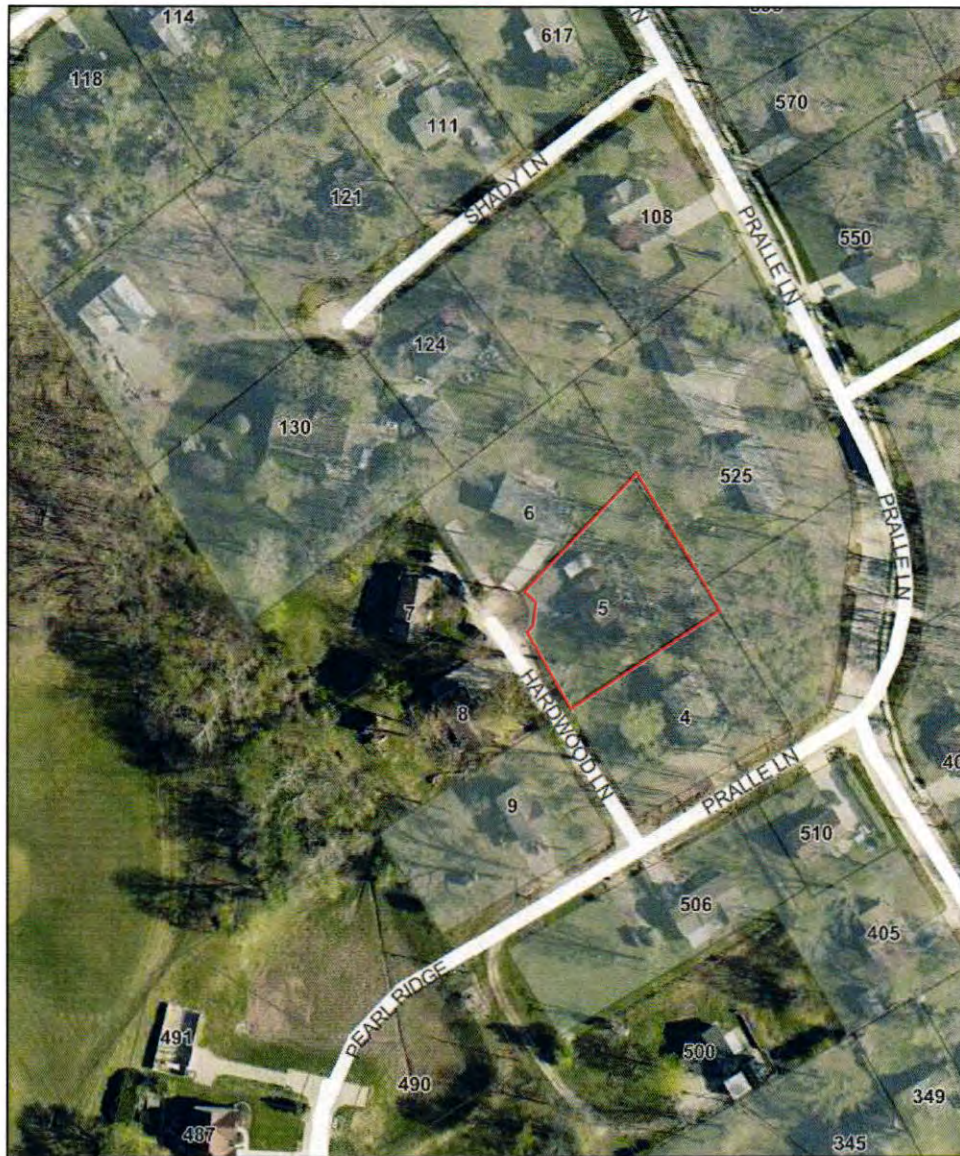


Figure 2: Aerial photo of the Subject Property.



Figure 3: Photo of the Subject Property.

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10/27/2015 04:16:40 PM 1/3
\$27.00

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD

UST File No. 15-12706

GENERAL WARRANTY DEED

THIS DEED, made and entered into as of this 23rd day of October, 2015, by and between Mary E. Justus, Trustee of ~~the~~ The Justus Family Trust dated February 2, 2012, party(ies) of the first part/Grantor(s) whose mailing address is: 5 Hardwood Lane Saint Charles, MO 63303 of the City/County of St Charles State of Missouri and Adam P. Solomon and Jennifer L. Solomon, husband and wife, a Married Couple, as Tenants by the Entirety party(ies) of the second part/Grantee(s) whose mailing address is: 5 Hardwood Drive, Saint Charles, MO 63303 of the City/County of St Charles State of Missouri.

WITNESSETH, that the said party(ies) of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party(ies) of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party(ies) of the second part, the following described Real Estate, situated in the County of St. Charles and State of Missouri, to wit:

See Exhibit "A" Attached

Subject to: deed restrictions, easements, rights of way of record, and zoning regulations.
Locator Number: 439680A000

Grantor represents and warrants:

- a) The Trustee(s) is/are the duly acting and qualified Trustee(s) under said trust;
- b) The Trust has not been amended, revoked, or canceled, and is in full force and effect; and
- c) The Trustee(s) have the full and complete powers and authority to sell the subject property.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party(ies) of the second part, and to the heirs and assigns of such party(ies) forever.

The said party(ies) of the first part hereby covenanting that said party(ies) and the heirs, executors and administrators of such party(ies), shall and will WARRANT AND DEFEND the title to the premises unto the said party(ies) of the second part, and to the heirs and assigns of such party(ies) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2015 and thereafter, and special taxes becoming a lien after the date of this deed.

EXHIBIT "A"

Legal Description

File No. 15-12706

Part of Lots 5 and 6 of Hardwood Grove, according to the Plat thereof recorded in Plat Book 6, page 93 of the St. Charles County Records and described as follows: Beginning at the intersection of the East line of Hardwood Lane 30 feet wide and the North line of property conveyed to Loveus O. Fears and wife by Deed recorded in Book 360, page 514 of the St. Charles County Records (said point being 6.8 feet North of the South line of said Lot 5); thence North along the East line of said Hardwood Lane 30 feet wide 81:58 feet to a point, being the initial point of a 35 foot radius turn around; thence Northwardly along said turn around 43.32 feet to a point (said point being 3.85 feet North of the South line of said Lot 6); thence northeastwardly in a straight line to a point in the East line of said Lot 6 (said point being 35.75 feet North of the South Line of said Lot 6); thence South along the East line of said Lot 6 and 5, 148.95 feet to a point in the North line of said property conveyed to Fears and wife as aforesaid; thence South 55 degrees 51 minutes West along the North line of said property conveyed to Fears and wife 170 feet to the point of beginning.

Bill No. 13994

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE REZONING TO CITY OF ST. CHARLES ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT APPROXIMATELY 0.5 ACRES OF LAND WITH AN ADDRESS OF 5 HARDWOOD DRIVE.

WHEREAS, an application for rezoning property was received from the owner of this land; and

WHEREAS the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its June 9, 2025 meeting and made a favorable recommendation (6 in favor, 0 opposed) to the City Council; and

WHEREAS, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

WHEREAS, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

Approximately 0.5 acres of land with an address of 5 Hardwood Drive is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to City of St. Charles Zoning District "R-1E" Single-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated herein by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 13994

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/19/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT "A"

Legal Description

File No. 15-12706

Part of Lots 5 and 6 of Hardwood Grove, according to the Plat thereof recorded in Plat Book 6, page 93 of the St. Charles County Records and described as follows: Beginning at the intersection of the East line of Hardwood Lane 30 feet wide and the North line of property conveyed to Loveus O. Fears and wife by Deed recorded in Book 360, page 514 of the St. Charles County Records (said point being 6.8 feet North of the South line of said Lot 5); thence North along the East line of said Hardwood Lane 30 feet wide 81:58 feet to a point, being the initial point of a 35 foot radius turn around; thence Northwardly along said turn around 43.32 feet to a point (said point being 3.85 feet North of the South line of said Lot 6); thence northeastwardly in a straight line to a point in the East line of said Lot 6 (said point being 35.75 feet North of the South Line of said Lot 6); thence South along the East line of said Lot 6 and 5, 148.95 feet to a point in the North line of said property conveyed to Fears and wife as aforesaid; thence South 55 degrees 51 minutes West along the North line of said property conveyed to Fears and wife 170 feet to the point of beginning.

RCA FORM (OFFICE USE ONLY)

Bill # 13995

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 4 upon annex

Sponsor(s): Mary West

Description:

Approve an ordinance to annex a 15,713 square-foot tract of land from St. Charles County to the City of St. Charles.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application involves a 15,713 square-foot tract of land adjacent to 424 Blanche Drive, which is currently under the jurisdiction of Unincorporated St. Charles County. Application Z-2025-05 (also on the July 1, 2025 City Council agenda) would establish zoning for the subject parcel, should it be annexed.

The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting. There were no speakers from the public on this application. The application was forwarded with a recommendation for approval (6 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

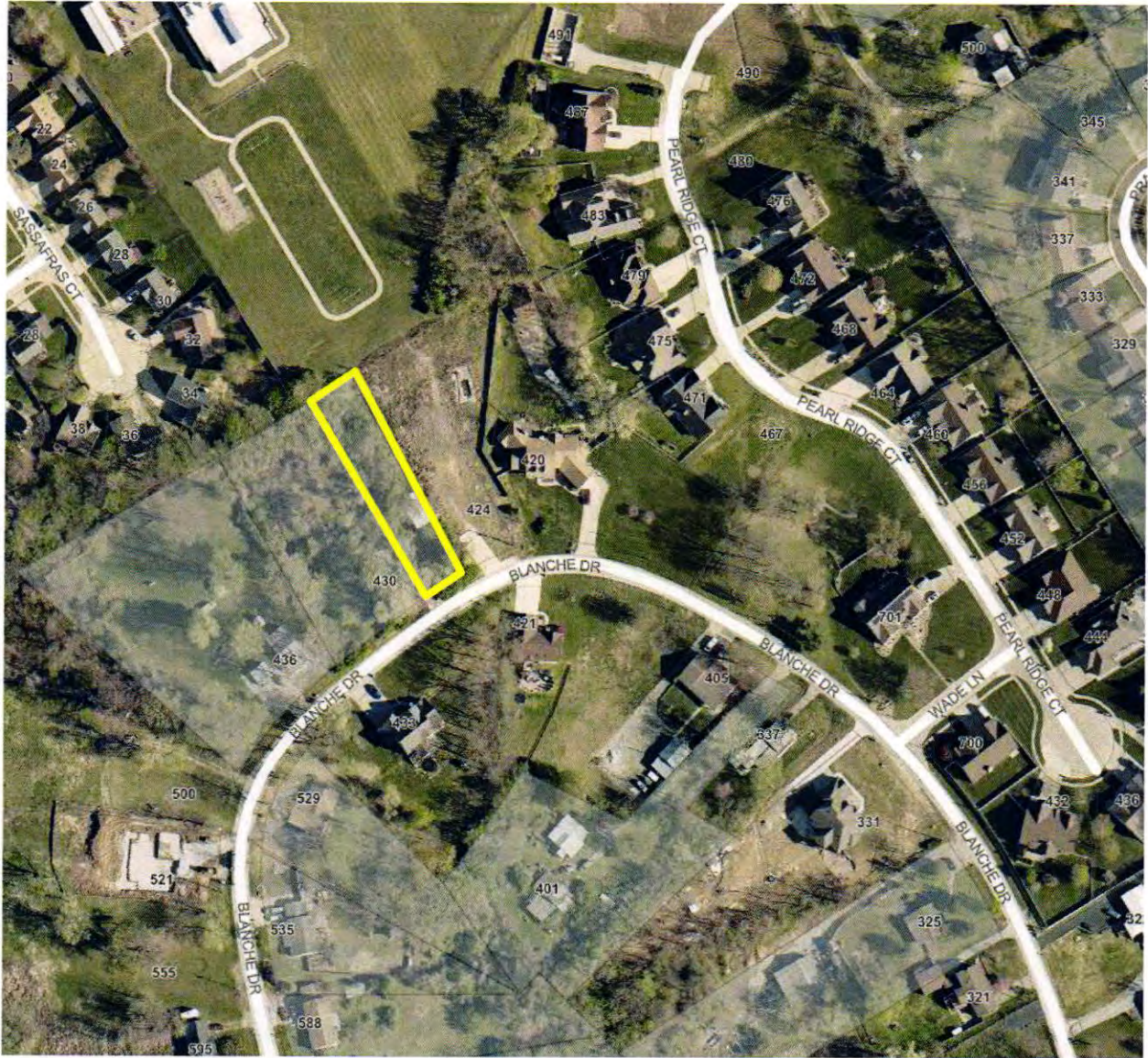
RCA prepared by: LAB Dept. Dir. [Signature] Finance Dir. gao Dir. of Admin. [Signature]

Exhibit ____

Annexation of 15,713 square-feet adjacent to 424 Blanche Drive. – Legal Description

A TRACT OF LAND BEGINNING WITH LOT 19 OF MITTLER ACRES, A SUBDIVISION LOCATED WITHIN THE U.S. SURVEY NO. 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, A PLAT OF SAID SUBDIVISION BEING RECORDED IN PLAT BOOK 4 AT PAGES 159 AND 160 IN THE RECORDS OF ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE DRIVEN ON THE NORTHWEST LINE OF SAID LOT 19 DISTANT SOUTH 57°42' WEST 244 FEET FROM AN IRON PIPE DRIVEN AT THE NORTHERN CORNER OF SAID LOT NO. 19; THENCE SOUTH 32°42' EAST 271.34 FEET TO THE WEST LINE OF BLANCHE DRIVE; THENCE ALONG THE WEST LINE OF BLANCHE DRIVE SOUTH 57° 38' WEST 59 FEET; THENCE NORTH 32° 42' WEST 271 FEET TO AN IRON PIPE IN THE NORTHWEST LINE OF SAID LOT 19, NORTH 57° 18' EAST 59 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT A STRIP OF LAND 5 FEET IN WIDTH AND 59 FEET IN LENGTH OFF THE NORTHWEST LINE OF SAID LOT 19.

Z-2025-05: 424 and 430 Blanche



Sponsor: Mary West

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY DUSTIN TRAUTMAN AND JACKIE TRAUTMAN, APPROXIMATELY 15,713 SQUARE FEET OF LAND LOCATED ADJACENT TO 424 BLANCHE DRIVE.

WHEREAS, a certain verified petition signed by the owners of the land hereinafter described requesting annexation of said land into the City of Saint Charles, Missouri, was filed with the City Clerk; and

WHEREAS, said land as hereinafter described is adjacent and contiguous to the present municipal boundaries of the City of Saint Charles, Missouri; and

WHEREAS, the City Council of the City of Saint Charles, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW THEREFORE, Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Pursuant to the Revised Statutes of Missouri Section 71.014, the land, as more particularly described in the attached Exhibit A, which is incorporated herein by this reference, is annexed into the City of Saint Charles, Missouri.

SECTION 2. The boundaries of the City of Saint Charles, Missouri are altered so as to encompass the above described land lying adjacent and contiguous to the present municipal boundaries of the City.

SECTION 3. The City Clerk is directed to file three certified copies of this Ordinance with the County of St. Charles, Missouri.

SECTION 4. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, entity or political subdivision shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, or if any judgment shall find that a particular tract of land is not contiguous to the City of Saint Charles, said judgment shall not affect, impair or invalidate the remainder of this ordinance in the application of such provision to other person, entities or political subdivision, and shall be confined in

its operation to the provision, clause, sentence, paragraph, section or a part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, entity or political subdivision involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional, invalid provision or non-contiguous tract of land, clause, sentence, paragraph, section or part thereof not been included.

SECTION 5. The land annexed by this ordinance is designated as part of Ward Four of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/19/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Exhibit _____

Annexation of 15,713 square-feet adjacent to 424 Blanche Drive. – Legal Description

A TRACT OF LAND BEGINNING WITH LOT 19 OF MITTLER ACRES, A SUBDIVISION LOCATED WITHIN THE U.S. SURVEY NO. 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, A PLAT OF SAID SUBDIVISION BEING RECORDED IN PLAT BOOK 4 AT PAGES 159 AND 160 IN THE RECORDS OF ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE DRIVEN ON THE NORTHWEST LINE OF SAID LOT 19 DISTANT SOUTH 57°42' WEST 244 FEET FROM AN IRON PIPE DRIVEN AT THE NORTHERN CORNER OF SAID LOT NO. 19; THENCE SOUTH 32°42' EAST 271.34 FEET TO THE WEST LINE OF BLANCHE DRIVE; THENCE ALONG THE WEST LINE OF BLANCHE DRIVE SOUTH 57° 38' WEST 59 FEET; THENCE NORTH 32° 42' WEST 271 FEET TO AN IRON PIPE IN THE NORTHWEST LINE OF SAID LOT 19, NORTH 57 °18' EAST 59 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT A STRIP OF LAND 5 FEET IN WIDTH AND 59 FEET IN LENGTH OFF THE NORTHWEST LINE OF SAID LOT 19.

EXHIBIT A

RCA FORM (OFFICE USE ONLY)

Bill # 13996

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 4 upon annex

Sponsor(s): Mary West

Description:

Case No. Z-2025-05. (Paul Mertz) An application to annex and establish the zoning for a 15,730 square feet (more or less) tract of land from St. Charles County "R1E" Single Family Residential to the City of St. Charles "R-1D" Single Family Residential District. The subject property is located adjacent to 424 and 430 Blanche Drive. The subject property will be located in Ward 4 upon annexation.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for a 15,713 square-foot tract of land adjacent to 424 Blanche Drive, upon annexation from St. Charles County R1E Single Family Residential to the City of St. Charles R-1D Single Family Residential District. The annexation of this tract will help to further incorporate remaining areas of property within Unincorporated County. The applicant intends to consolidate this property with 424 Blanche Drive for the construction of a new single-family dwelling.

The Planning and Zoning Commission held a public hearing on this item at their June 9, 2025 meeting. There were no speakers from the public on this application. The application was forwarded with a recommendation for approval (6 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #6

**STAFF REPORT
REZONING CASE NO. Z-2025-05
424 BLANCHE DRIVE**

**JUNE 9, 2025
BY LARA BERRY**

APPLICANT: Paul Mertz
Poehlman and Prost, Inc.
46 C Worthington Access Drive
Maryland Heights, Missouri 63043

OWNER: Dustin and Jackie Trautman
414 Grand Ridge Court
St. Charles, Missouri 63304

ADDRESS/LOCATION: 424 Blanche Drive
Ward 4 upon annexation

ACREAGE: 15,713 Square Feet

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1D Single-Family Residential District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	City R-1E Single-Family Residential District	Single-Family Residential
South	City R-1D Single-Family Residential District	Single-Family Residential
East	City R-1D Single-Family Residential District	Single-Family Residential
West	County R1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to annex and establish zoning for a 15,713-square-foot tract of land adjacent to 424 Blanche Drive from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1D Single-Family Residential District. The City of St. Charles municipal boundary borders the subject property along three sides, all of which are zoned Single-Family Residential District. Annexation of this property would further incorporate a remaining pocket of property within Unincorporated St. Charles County.

The subject tract was purchased by The Trautmans from the owner of 430 Blanche Drive to consolidate and develop 424 Blanche Drive for a new single-family dwelling. Along with this application, a Boundary Adjustment Plat has been submitted for administrative review and approval, subject to this annexation.

According to City records, the previous structure on the property at 424 was demolished in 2021. Due to the new construction and because the property is contiguous to another property within city limits, the property must annex to establish new utility connections. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1D Single-Family Residential District.

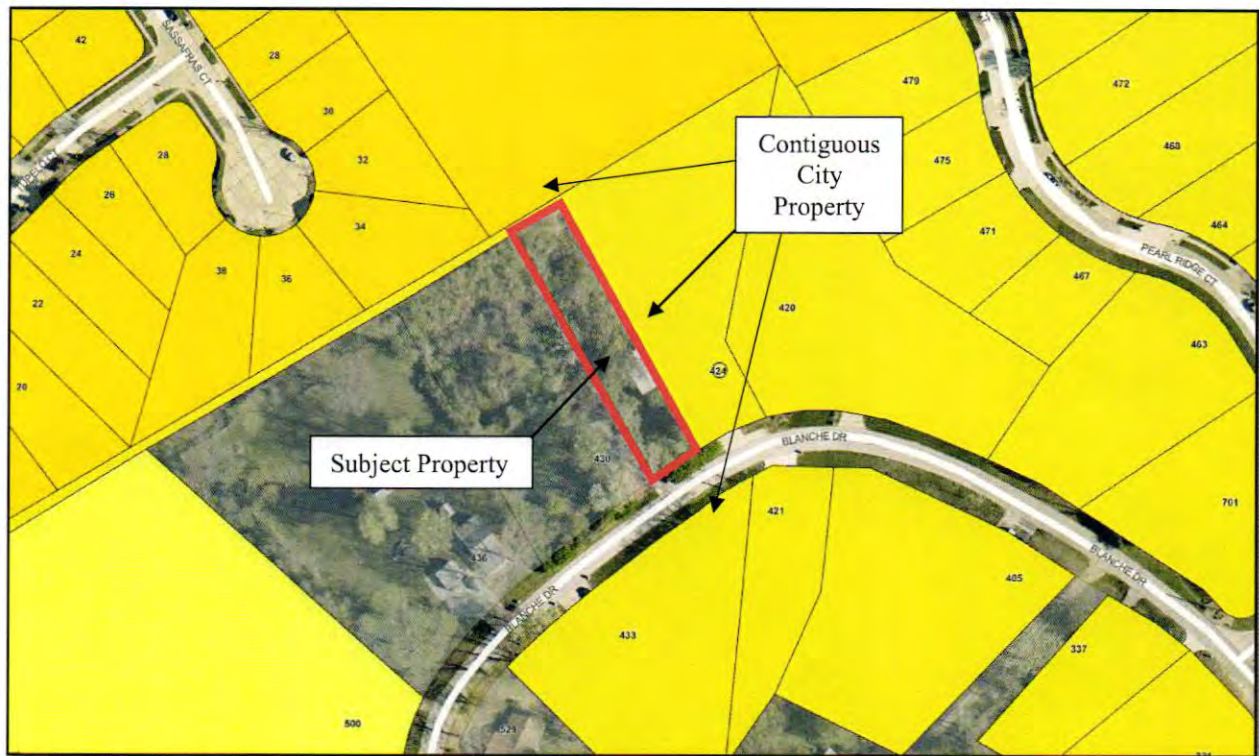


Figure 1: Zoning map of the subject property and surrounding area.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located nearest to Activity Center #11 (Page Avenue/Arena Parkway). The zoning of properties immediately adjacent to the subject site are single-family residential and all are also developed for this use with the exception of the vacant property to the north. The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and establishment of zoning request be forwarded to the City Council with a **favorable** recommendation.

Recommended Motions:

Motion to forward a **favorable** recommendation to the City Council for annexation of the subject properties, as noted in Z-2025-05.

Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject properties via Z-2025-05.



Figure 2: Aerial photo of the subject property.

424 and 430 Blanche Drive

Written Statement of Purpose

225-002

The lot at 430 Blanche Drive was purchased by the Trautman's with the intention of consolidating it with the lot at 424 Blanche Drive which they already owned.

When we discussed this with St. Charles County we were advised to request annexation of 430 Blanche Drive in order to then be able to consolidate with lot 424 Blanche Drive.

Bill No. 13996

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE REZONING TO CITY OF ST. CHARLES ZONING DISTRICT "R-1D" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT APPROXIMATELY 15,713 SQUARE FEET OF LAND LOCATED ADJACENT TO 424 BLANCHE DRIVE.

WHEREAS, an application for rezoning property was received from the owner of this land; and

WHEREAS the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its June 9, 2025 meeting and made a favorable recommendation (6 in favor, 0 opposed) to the City Council; and

WHEREAS, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

WHEREAS, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

Approximately 15,713 square feet of land located adjacent to 340 Blanche Drive is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to City of St. Charles Zoning District "R-1D" Single-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated herein by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 13996

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/19/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Exhibit _____

Annexation of 15,713 square-feet adjacent to 424 Blanche Drive. – Legal Description

A TRACT OF LAND BEGINNING WITH LOT 19 OF MITTLER ACRES, A SUBDIVISION LOCATED WITHIN THE U.S. SURVEY NO. 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, A PLAT OF SAID SUBDIVISION BEING RECORDED IN PLAT BOOK 4 AT PAGES 159 AND 160 IN THE RECORDS OF ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE DRIVEN ON THE NORTHWEST LINE OF SAID LOT 19 DISTANT SOUTH 57°42' WEST 244 FEET FROM AN IRON PIPE DRIVEN AT THE NORTHERN CORNER OF SAID LOT NO. 19; THENCE SOUTH 32°42' EAST 271.34 FEET TO THE WEST LINE OF BLANCHE DRIVE; THENCE ALONG THE WEST LINE OF BLANCHE DRIVE SOUTH 57° 38' WEST 59 FEET; THENCE NORTH 32° 42' WEST 271 FEET TO AN IRON PIPE IN THE NORTHWEST LINE OF SAID LOT 19, NORTH 57 °18' EAST 59 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT A STRIP OF LAND 5 FEET IN WIDTH AND 59 FEET IN LENGTH OFF THE NORTHWEST LINE OF SAID LOT 19.

EXHIBIT A

RCA FORM (OFFICE USE ONLY)

Bill # 13997

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All Councilmembers

Description:

The Police Department requests authorization to enter a Work Zone Enforcement Program Agreement and Work Zone Enforcement Program Order with the Missouri Highway Safety and Traffic Division (MHTC).

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The Police Department requests authorization to enter a Work Zone Enforcement Program Agreement and Work Zone Enforcement Program Order with the Missouri Highway Safety and Traffic Division (MHTC). Work Zone Enforcement Program Agreement will be valid for the award years 2021-2025 Ordinance 21-140. Program Order Number FWZET08Z in the amount not exceed \$55,000.00 for reimbursable Police Services with the effective date of July 1, 2024 to December 31, 2025.

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

Fiscal Impact: \$ 2,500.00 N/A

Account #: 001-000-000-431-209

Project #: _____

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

Bill No. 13997

Ordinance No. _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING A PROGRAM ORDER TO THE AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PARTICIPATE IN THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) WORK ZONE ENFORCEMENT PROGRAM BY INCREASING THE EXPENSE REIMBURSEMENT ELIGIBILITY BY \$2,500.00 FOR THE PERIOD OF JULY 1, 2024 THROUGH DECEMBER 31, 2025.

WHEREAS, Ordinance 21-140 approved an agreement between the City of St. Charles and the Missouri Highways and Transportation Commission dated November 5, 2021 (the "Agreement") for the City to participate in the Missouri Department of Transportation (MoDOT) Work Zone Enforcement Program and receive reimbursement of eligible expenses for the Years 2021 through 2025; and

WHEREAS, Ordinance 21-140 further approved Program Order Number FWZEM11Z to the Agreement which increased reimbursement eligibility to \$55,000.00 for the period July 1, 2021 through December 31, 2022; and

WHEREAS, MoDOT issued Program Order Number FWZEP04Z to the Agreement which increased reimbursement eligibility by \$1,750.00 for the period July 1, 2022 through December 31, 2023; and

WHEREAS, MoDOT has issued Program Order Number FWZET08Z to the Agreement which increases reimbursement eligibility by \$2,500.00 for the period July 1, 2024 through December 31, 2025.

NOW, THEREFORE, Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. A Program Order to the Agreement between the City of St. Charles and the Missouri Highways and Transportation Commission to participate in the Missouri Department of Transportation (MoDOT) Work Zone Enforcement Program by increasing the expense reimbursement eligibility by \$2,500.00 for the period of July 1, 2024 through December 31, 2025 is approved. The Program Order shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Program Order 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.

Bill No. 13997

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest

Holly Magdziarz 6/19/2025

Holly Magdziarz, 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.

Janet Olson 6-20-25

Director of Finance Date

T:\ORDINANCES\ORDINANCES\CONTRACTS\MoDOT
Work Zone Enforcement Program Agreement 2021-2025
Amendment Program Order effective 7-1-24 through 12-31-
25.doc

CCO Form: HS06
Approved: 07/06 (AMN)
Revised: 03/23 (GH)
Modified:

**WORK ZONE PROGRAM ORDER
TO ON CALL WORK ZONE ENFORCEMENT PROGRAM
AGREEMENT DATED November 5, 2021
eAgreements No. 2021-06-63749**

C.F.D.A. Number: 20.205

Program Order Number: FWZET08Z

Date:

Contract Amount: \$2,500

Effective Date: July 1, 2024

Completion Date: December 31, 2025

Contractor: St. Charles City Police Department

Mail Invoices/Vouchers to: MoDOT Highway Safety and Traffic Division
PO Box 270
Jefferson City, MO 65102

This Work Zone Program Order is issued under the authority of the Agreement between the Missouri Highways and Transportation Commission (the "Commission") and the City of St. Charles (the "City") dated November 5, 2021 and is subject to all applicable provisions and covenants of that Agreement, which are incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed intending to be bound thereby.

Executed by City of St. Charles on _____ (date).

Executed by the Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ST. CHARLES

By _____

By _____

Title _____

Title _____



ATTEST:

Attest:

By _____
Secretary to the Commission

Kimberly Hudson, City Clerk

APPROVED AS TO FORM:

By _____
Commission Counsel

RCA FORM (OFFICE USE ONLY)

Bill # 13998

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 1

Sponsor(s): Bill Otto

Description:

An ordinance authorizing a Commercial Lease Agreement between the City of St. Charles (as Lessor) and Naked Spirits, LLC (as Lessee) for the lease of 1116 N. Second Street and the lease of approximately 1,000 square feet of Building 93 of the former ACF complex located at 755 North Main Center, commonly referred to as the Sawtooth Building.

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 lease City-owned properties in the Frenchtown District. Specifically, the City shall lease to Naked Spirits, LLC the property at 1116 N. Second Street for purposes of establishing a restaurant at the location. In addition, approximately 1000 square feet of the Sawtooth Building will be leased for purposes of operating a distillery and, specifically, for manufacturing, bottling and wholesale selling of alcoholic spirits; and for no other use or purpose, such as on-site consumption or retail selling. The annual rent for the 1116 N. Second Street property shall be \$18,624.00, while the annual rent for the area within the Sawtooth Building shall be \$3,500.00. The term is 2 years.

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

Fiscal Impact: \$ 44,248.00 N/A

Account #: 410-000-000-450-309

Project #:

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

Bill No. 13998

Ordinance No. _____

Sponsor: Bill Otto

AN ORDINANCE AUTHORIZING A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI (AS LESSOR) AND NAKED SPIRITS, LLC (AS LESSEE) FOR THE LEASE OF 1116 NORTH SECOND STREET AND THE LEASE OF PART OF BUILDING 93 (THE SAWTOOTH BUILDING) LOCATED IN THE FORMER AMERICAN CAR FOUNDRY COMPLEX AT 755 NORTH MAIN CENTER, CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET OF WAREHOUSE SPACE.

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

SECTION 1. A Commercial Lease Agreement with Naked Spirits, LLC 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 Legal Form:

Attest:

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

COMMERCIAL LEASE

This Commercial Lease (hereinafter, the "Lease") made on the final date of signature set forth below (the "Effective Date"), by and between the City of Saint Charles, Missouri, a constitutional home-rule charter city and political subdivision of the State of Missouri (hereinafter referred to as "Lessor" or "City"), and Naked Spirits, LLC, a Missouri limited liability company in good standing (hereinafter referred to as "Lessee"), collectively referred to herein as the "Parties", agree as follows:

1. Description of Leased Premises.

- A. Lessor agrees to lease to the Lessee the real property, along with all buildings, fixtures and appurtenances thereto with the address 1116 N. Second Street, Saint Charles, Missouri 63301 (the "Primary Premises").
- B. Lessor agrees to lease 1,000 square feet of warehouse space in what is commonly referred to as the Sawtooth Building and/or Building 93 of the former ACF complex, located at 755 North Main Center, Saint Charles, Missouri 63301 (the "Sawtooth Premises"). The location of the Sawtooth Premises within the Sawtooth Building is further illustrated on Exhibit A.
- C. The Primary Premises and the Sawtooth Premises are hereinafter collectively referred to as the "Premises".

2. Use of Leased Premises.

- A. Lessee agrees to use the Primary Premises exclusively as a restaurant and tasting room and for no other use or purpose.
- B. Lessee agrees to use the Sawtooth Premises exclusively as a distillery, and specifically for the manufacturing, bottling, and wholesale selling of alcoholic spirits; and for no other use or purpose such as, without limitation, on-site retail selling or consumption.

- C. Any change in use or purpose of the Premises other than as described above shall only be permitted upon prior written consent of Lessor.
 - D. Lessee agrees to keep the Premises in good order and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of the Premises.
3. Delivery Date / Commencement Date.
- A. Lessor shall deliver possession of the Premises to Lessee as soon as reasonably possible following the Effective Date of this Lease (the "Delivery Date"). The one hundred fiftieth (150th) day following the Delivery Date shall be the "Commencement Date". During this 150 day period, Lessee shall undertake appropriate actions to build out the Primary Premises for its intended use as provided in Section 2 paragraph A of this Lease, subject to the insurance requirements in Section 8 of this Lease.
 - B. Upon delivery of possession of the Premises to Lessee, Lessee shall, at its expense, install fencing around the perimeter of the leased area in the Sawtooth Premises and make appropriate arrangements for all utilities servicing the Premises for the intended uses of the same, including, without limitation, connections for electric and water lines.
 - C. Lessee shall execute Lessor's separate written memorandum, setting forth the actual Delivery Date, the Commencement Date, the lease expiration date as determined in Section 4 of this Lease, and any other information reasonably requested by Lessor. Lessor reserves the right to withhold delivery of the Premises to Lessee until such memorandum has been executed and returned to Lessor; however, the withholding of delivery of the Premises shall in no way relieve Lessee of its obligations under this Lease.
4. Term of Lease.
- The term of this Lease shall commence on the Delivery Date and, beginning on the Commencement Date, shall be for a period of twenty-four (24) months thereafter (the "Term").

Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new lease or addendum to this Lease, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon sixty (60) days' notice by either party ("Holdover Occupancy"). In the event Lessee continues to occupy the Premises as Holdover Occupancy, the Rent (as defined below) shall be increased by one hundred fifty percent (150%) of the monthly Rent payable during the last month of the Term, as may be extended per mutual agreement.

5. Rent.

A. The annual Rent for the Primary Premises shall be Eighteen Thousand Six Hundred Twenty-Four and 00/100 Dollars (\$18,624.00), payable in monthly installments of \$1,552.00 with the first payment due on the **Commencement Date** and payable monthly thereafter on the first day of each month.

B. The annual Rent for the Sawtooth Premises shall be Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), payable in monthly installments of \$291.66 with the first payment due on the **Delivery Date** and payable monthly thereafter on the first day of each month.

C. Said monthly payment is hereafter and collectively referred to as the "Rent". Rent for any period during the Term hereon, which is for less than one (1) month shall be a pro-rata portion of the monthly Rent.

D. Rent shall be payable without invoice by Lessor. Lessee shall cause Rent to be paid to:

City of St. Charles, Missouri

Attn.: Finance Department

200 N. Second Street

St. Charles, Missouri

6. Security Deposit.

Upon execution of this Lease, Lessee shall pay to Lessor a security deposit in the sum of One Thousand Eight Hundred Forty-Three and 66/100 Dollars (\$1,843.66) as security for Lessee's performance of its obligations under this Lease ("Security Deposit"). Lessor shall retain the Security Deposit and may use, apply, and retain the Security Deposit (without earning interest) to the extent required for the payment of Rent or for the payment of any amount as outlined in this Lease which Lessor may be required to expend because of Lessee's default in accordance with the provisions of this Lease.

7. Expenses.

The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises except as set forth herein. The Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the Term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The "Operating Expenses" shall include, but not be limited to, all costs of operating and maintaining the Premises, and shall include, without limitation, personal property taxes and assessments, heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, snow removal of parking areas related to the Primary Premises only, repairs associated with Lessee's use of the leased Premises, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises for purposes of the agreed uses. For purposes of clarity, with regard to the Sawtooth Premises, Lessee shall only be obligated for Operating Expenses directly associated with its use of the leased area within the Sawtooth Building.

8. Relocation of Sawtooth Premises.

- A. Notwithstanding anything to the contrary contained herein, Lessor shall have the right, at any time and from time to time during the Term of this Lease, upon not less than thirty (30) days' prior written notice to Lessee, to relocate the Sawtooth Premises to other space within the Sawtooth Building or within the same project or development (the "Relocation Space"),

provided that: (a) the Relocation Space shall be of equal or greater rentable square footage than the existing Sawtooth Premises; (b) the Relocation Space shall be delivered in a condition substantially similar to or better than the condition of the existing Sawtooth Premises, including any improvements or build-out existing as of the relocation date; and (c) such relocation shall be accomplished at Lessor's sole cost and expense and without material interruption to Lessee's business operations.

- B. Lessor shall reimburse Lessee for all reasonable, actual out-of-pocket expenses incurred by Lessee in connection with the relocation, including but not limited to the cost of moving, reinstallation of existing fixtures and equipment, reprinting of stationery, business cards, and signage, and any other direct costs reasonably incurred due to the relocation.
- C. Except for the physical location of the Sawtooth Premises, all terms and conditions of this Lease shall remain in full force and effect and shall apply to the Relocation Space as though such space had been originally specified as the Sawtooth Premises in this Lease. Following such relocation, the parties shall execute an amendment to this Lease to modify the description of the Sawtooth Premises accordingly.

9. Insurance.

Lessee shall maintain, beginning on the Delivery Date and throughout the Term of this Agreement, at its sole cost and expense, comprehensive general liability insurance, providing a combined single limit of liability of not less than the State of Missouri Sovereign Immunity limits as set forth in Section 537.610 RSMo, as amended, per occurrence and in the aggregate.

All insurance provided by Lessee shall be primary and non-contributory to any insurance, self-insurance or deductible insurance program or policies of Lessor. Lessor shall be named as an additional insured on all required liability policies, except workers' compensation. Lessee shall provide for a waiver of subrogation in favor of Lessor on all required policies. All insurance policies provided shall be from insurance companies that are AM Best rated "A-" or better, or approved by the Lessor. Prior to and during the Term of this Lease, Lessee shall provide to Lessor certificates of insurance and any required endorsement as proof of compliance with the terms of

this Section 8. Lessee shall provide notice of any cancellation or material changes to any required policies within thirty (30) days and provide replacement certificates.

10. Indemnification.

The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from and against any and all claims, costs, demands and liabilities, including attorney's fees, to the extent arising from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims, demands or liabilities, including attorney's fees, which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the Lease or at any time during the Term.

11. Workers' Compensation.

Lessee agrees throughout the Term to maintain or cause to be maintained workers' compensation insurance as required by the laws of the State of Missouri.

12. Sublet/Assignment.

Lessee may not transfer or assign this Lease or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

13. Default and Possession.

In the event that the Lessee shall fail to pay Rent and/or Operating Expenses as set forth herein for either the Primary Premises or the Sawtooth Premises, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease as to the Primary Premises and the Sawtooth Premises terminated and may immediately re-enter said Premises and take possession of the same. Notwithstanding, at all times during the Term of the Lease and following a default, Lessor's

interest in Lessee's personal property, equipment or fixtures as security for the Lessee's eventual payment and/or satisfaction of default by Lessee shall be subordinate to any UCC filings or secured indebtedness on Lessee property, equipment and fixtures. It is understood, however, that the Lessor may sue the Lessee for any damages or past Rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than fifteen (15) calendar days after due date shall accrue a payment penalty of interest at a rate of twelve percent (12%) per annum on a daily basis until the amount is paid in full. In this regard, all delinquent Rent payments made shall be applied first toward interest due and the remaining toward delinquent Rent payments.

14. Bankruptcy – Insolvency.

The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the Term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

15. Condition of Premises/Inspection by Lessee.

Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall

not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

All repairs and alterations deemed necessary by Lessee shall be made by Lessee at Lessee's sole cost and expense with the consent of Lessor; and all repairs and alterations so made shall remain as a part of the Premises. Lessee-installed equipment and trade fixtures, however, shall remain Lessee's property ("Lessee Property")

16. Termination.

Unless otherwise directed by Lessor, all Lessee Property and other Lessee personal property shall, upon the expiration or earlier termination of this Lease, be removed by Lessee from the Premises at Lessee's expense; and any such property that is allowed to remain after the expiration or earlier termination of this Lease shall become the property of Lessor, Lessee shall promptly repair any damage to the Premises caused by the original installation or removal of the Lessee Property and other personal property. In the event Lessee fails to make such repairs, Lessor may use the Security Deposit for such purposes and, if insufficient, Lessor shall have the right to pursue all remedies available at law.

17. Damage or Destruction.

If during the Term of this Lease the Premises are damaged by fire or other casualty, not occurring through the actions of Lessee, or the invitees, agents, servants, contractors, licensees or employees of Lessee, and as a result thereof the Premises are rendered wholly unfit for occupancy, and if the same cannot be repaired within ninety (90) days after such damage, Lessor shall so notify Lessee within thirty (30) days of such fire or casualty and this Lease shall terminate as of the date of such damage, and in such case Lessee shall pay Rent hereunder apportioned to the time of such damage and immediately surrender the Premises to Lessor, and thereupon Lessor may enter upon and repossess same. If such damage can be repaired within the aforesaid period of ninety (90) days after occurrence, Lessor shall so notify Lessee and Lessor may either terminate this Lease or enter upon and repair same, at Lessor's expense, and the payment of Rent shall not be affected thereby. Lessee shall not do anything to hinder or delay Lessor's work or repair and will cooperate with

Lessor in such work. If during the Term of this Lease the Premises or any portion thereof becomes subject to any actual or threatened eminent domain proceeding, then Lessor may terminate this Lease by notice to Lessee.

18. Right of Entry.

The Lessor and its agents shall, upon giving two (2) days' notice, be granted by the Lessee access and allowed by the latter to enter the Primary Premises to make necessary inspections, repairs or alterations on the property, or pursuant to any lawful purpose of the Lessor, provided that the time of entry requested is reasonable considering the purpose. With respect to the Sawtooth Premises, access and entry for such purposes shall be, except in emergent situations, by appointment only and with Lessee's agent in attendance.

19. Notices.

All notices or other communications required or desired to be given hereunder shall be in writing and shall be 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:

A. To Lessor:

City of St. Charles, Missouri
Attn: Director of Administration
200 North Second
St. Charles, MO 63301
Telephone No.: 636-949-3262
Fax No.: 636-949-3267

B. To Lessee:

Naked Spirits
Attn: Brandon S. Eckardt
1002 Hanley Industrial Court,
Brentwood, MO 63144

20. Miscellaneous.

A. Choice of Law and Venue. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents. The sole and exclusive venue or location in which any action or

lawsuit may be brought regarding this Lease shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri.

- B. Severability. In the event any portion of this Lease is held partially or wholly invalid or unenforceable by a court of competent jurisdiction, the Lessor may take such actions and steps as may be necessary to remedy and cure any such defect and, in any event, the remaining portions hereof shall continue in full force and effect. This Lease shall not be modified except as herein provided without the consent of the Parties hereto or their respective successors or assigns.
- C. Entire Agreement. The parties agree that this Lease constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.
- D. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the Lessor shall be personally liable to the Lessee in the event of any default or breach by any party under this Agreement, or for any amount that may become due to any party or on any obligations under this Agreement.
- E. No Third-Party Beneficiaries. This Agreement constitutes a lease solely between the Lessor and Lessee. No third party has any beneficial interest in or derived from this Lease. This Lease is not intended to benefit any third party, and no third party shall have any cause of action for breach hereunder.
- F. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed, interpreted or deemed to constitute a waiver of the City's Sovereign Immunity or any elected or appointed official, agent, employee or representative of the City's Official Immunity or Qualified Immunity, nor a waiver of the Public Duty Doctrine.
- G. No Waiver. No failure by Lessor to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a

breach thereof, and no acceptance of full or partial Rent payments or acceptance of any other payment during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition.

H. Counterparts. This Lease is executed in multiple counterparts, each of which shall constitute one and the same instrument.


I. Approval of City Council. Notwithstanding anything herein to the contrary, this Lease will not become binding upon the City of St. Charles, Missouri until it has been approved by an affirmative majority vote of the City Council, executed by the Mayor and attested to by the City Clerk.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

**LESSOR CITY OF SAINT CHARLES,
MISSOURI**

LESSEE NAKED SPIRITS, LLC

_____ Daniel J. Borgmeyer, Mayor Date

 6/17/25
_____ Brandon S. Eckardt Date

Attest:

Managing Partner _____
Title

_____ Kimberly Hudson, City Clerk

Approved as to Legal Form:

 6/19/2025
_____ Holly Magdziarz, City Attorney Date



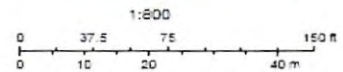
Exhibit A

Sawtooth Premises Description

NAKED SPIRITS LOCATION - SAWTOOTH BUILDING



5/14/2025, 3:35:34 PM



Naked Spirits Lease Location in Sawtooth Building

Suite 1, containing approximately 1,000 SF, is located 103 feet from the northeast corner of the building and 14 feet west of the eastern wall of the building.

RCA FORM (OFFICE USE ONLY)

Bill # 13999

MEETING/DATE: 7/1/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Foust

Description:

An Ordinance accepting the sanitary sewers, storm sewers, water mains, streets and street lights for The Enclave at Foxborough.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Per section 405.220 of the City Code of Ordinances, the Developer, Executive Homes, is requesting the acceptance of the sanitary sewers, storm sewers, water mains, streets and street lights for The Enclave at Foxborough. The following is a summary of the infrastructure to be accepted:

- Approximately 1213.18 feet of sanitary sewer
 - 10 sanitary manholes
- Approximately 779.51 feet of storm sewer
 - 8 storm structures
- Approximately 380 feet of water main
 - 2 fire hydrants
- 5 street lights
- Approximately 705 feet of street pavement

The utilities being requested for acceptance have been inspected by City staff and meet the requirements for acceptance by the City of St. Charles.

Staff recommends approval of this Ordinance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: N/A

RCA prepared by: JP/JG Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

Bill No. 13999

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF SANITARY SEWER AND MANHOLES, STORM SEWERS AND STRUCTURES, WATER MAIN AND HYDRANTS, STREET PAVEMENT AND STREET LIGHTS AT THE ENCLAVE AT FOXBOROUGH, AND AUTHORIZING RELEASE OF SECURITY RELATED THERETO.

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

SECTION 1. Approximately 1,213.18 linear feet of sanitary sewer, 10 sanitary manholes, approximately 779.51 linear feet of storm sewer, 8 storm structures, approximately 380 linear feet of water main, 2 fire hydrants, approximately 705 linear feet of street pavement, and 5 street lights at The Enclave at Foxborough are accepted pursuant to Code of Ordinances Section 405.220.

SECTION 2. The release of one-hundred percent (100%) of the security guaranteeing completion of the improvements described in Section 1 is authorized. No part of the maintenance security shall be released.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/19/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



The Enclave at Foxborough

Norfolk & Suffolk County, Virginia

