

AGENDA  
Regular Session of the City Council of the City of Saint Charles, Missouri  
Council Chambers – 4<sup>th</sup> Floor – City Hall – 200 North Second Street  
Tuesday, July 15, 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. New Idea Recognition Incentive (NIRI) Program Award Presentation
- B. Proclamation Welcoming the Xi Mu Sigma Chapter of Sigma Gamma Rho Sorority, Inc. to the City of Saint Charles, Missouri

4. PUBLIC COMMENTS - 3 Minute Limit Per Person

The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes 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

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.

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
  - 1. Council Work Session Meeting of June 10, 2025
  - 2. Regular City Council Meeting of June 17, 2025
  - 3. Council Work Session Meeting of July 1, 2025
  - 4. Closed Work Session Meeting of May 13, 2025
  - 5. Closed Work Session Meeting of May 20, 2025
  - 6. Closed Session of Regular City Council Meeting of May 20, 2025
  - 7. Closed Work Session Meeting of June 3, 2025
  - 8. Closed Work Session Meeting of June 10, 2025

9. Closed Work Session Meeting of June 17, 2025
- B. Receipt of Reports from Boards, Commissions and Committees
  1. Senior Citizen Advisory Commission Meeting of May 13, 2025
- C. Receipt of Director of Administration Reports
- D. Approval of Contracts and Easements
  1. Change Order No. 2 with Kolb Grading, LLC for the Riverpointe Phase 1B Mass Grading Project in the Amount of \$226,397.56 for a Total Contract Amount not to Exceed \$2,208,422.56
  2. Contract with Meyer Electric Company, Inc. for the Bluestone Lighting Improvements in an Amount not to Exceed \$187,642.00
  3. Agreement with the Missouri Highway and Transportation Commission to Receive Congestion Mitigation and Air Quality (CMAQ) Federal Funds for the Boones Lick Road and Fairgrounds Road Roundabout Project CMAQ-7302(720) in an Amount not to Exceed \$2,416,000.00
  4. Change Order No. 2 with PCX Construction for I-70 West Clay Utility Improvements Water Main Project in the Amount of \$1,196,676.00 for a total Contract Amount not to Exceed \$2,935,073.88
- 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 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*)

12. BILLS FOR INTRODUCTION

**BILL 14000**

AN ORDINANCE AUTHORIZING A LICENSE AGREEMENT WITH GREATER MIDWEST SPORTS MARKETING LLC FOR THE USE OF THE WAPELHORST

BALL FIELD COMPLEX FOR BASEBALL AND/OR SOFTBALL TOURNAMENTS  
DURING 2026 THROUGH 2030 (SPONSOR: DENISE MITCHELL)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

1. Discussion Relative to Rescheduling the September 16, 2025 Regular City Council Meeting to Tuesday, September 23, 2025 due to the Missouri Municipal League (MML) Annual Conference being held September 14-17, 2025

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, July 10, 2025 – 5:00 p.m.*

**Council Work Session of the City Council  
Of the City of Saint Charles, Missouri  
June 10, 2025**

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A Joint Meeting of the City Council and the Parks & Recreation Board of the City of Saint Charles, Missouri, was held on Tuesday, June 10, 2025, at 6:00 p.m., in the Council Chambers, Saint Charles City Hall, 200 N. Second Street. President of the Council Michael Galba presided at the meeting. City Clerk Kimberly Hudson was present and performed the duties of that Office.

City Council Members present: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford and Mary West. Also present were Mayor Daniel J. Borgmeyer, Director of Administration Larry Dobrosky and City Attorney Holly Magdziarz.

Parks & Recreation Board Members present: Sandy Bichel, Larry Muench, Kathy Mudrovic, Mike Ryan and Anne Zerr. Parks & Recreation Board Members Absent: Anna Shy, Tim Glosier, Brian Scheidegger and TJ Slattery. Also present were the Director of Parks & Recreation Maralee Britton and Assistant Director of Parks & Recreation Chris Atkinson.

Presentation from the Child Advocacy Center of Northeast Missouri

Betsy Papin, Coordinator at the Child Advocacy Center of Northeast Missouri, delivered an educational presentation on raising awareness of child trafficking and sexual exploitation in the region. She discussed indicators to watch for and appropriate ways to respond.

Presentation of the 97 Acre Recreational Site Development Plan

Director of Parks & Recreation Maralee Britton delivered a presentation relative to the Saint Charles Parks & Recreation 97 Acre Recreational Site Phasing. The presentation included background information relative to the site, the Master Plan, the Fieldhouse/Hub Feasibility Study and development phasing options. Ms. Britton reported that for Phase 1 of the project, Option 2, as presented, had been selected. She reviewed the current status of the project, available funding options and several potential funding opportunities. A brief discussion followed regarding the proposed options, grant funding and general funding considerations.

**Council Work Session of the City Council  
Of the City of Saint Charles, Missouri  
June 10, 2025**

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Interactive Presentation on Convention & Visitors Bureau (CVB) on Placer.ai Software

Director of Administration Larry Dobrosky stated this presentation has been deferred to the July Work Session.

Closed Session

At 7:20 p.m. a motion was made by MARK HOLLANDER to adjourn into closed session pursuant to RSMo 610.021(1), and RSMo 610.021(3), 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 Meeting adjourned at 8:40 p.m.

At 8:41 p.m. a motion was made by MARK HOLLANDER to adjourn the open portion of the Council Work Session. BART HABERSTROH seconded the motion. All voted in favor. Motion passed.

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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
June 17, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, June 17, 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 the Invocation, those present standing in a moment of silence, and the Pledge of Allegiance to the Flag.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Presentation and Acceptance of 2024 Audit Report and Annual Comprehensive Financial Report (ACFR)

Ric Gratza, Audit Partner with Kerber, Eck & Braeckel, LLP provided a brief presentation regarding the City of St. Charles' Audit Report and Annual Comprehensive Financial Report (ACFR) for the year ended December 31, 2024.

A motion was made by MARK HOLLANDER to accept the 2024 Audit Report and the Annual Comprehensive Financial Report (ACFR). MICHAEL GALBA 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.

File #49396

PUBLIC COMMENT

Win Gau spoke relative to air quality concerns and monitoring in the City of St. Charles.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
June 17, 2025

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REPORT OF THE MAYOR

Appointments to Boards/Commissions/Committees

A motion was made by VINCE RATCHFORD to approve the following appointments:

Planning & Zoning Commission

- The appointment of *John Morgan*, to replace Steve Hollander who submitted his resignation effective *May 6, 2025*. John Morgan's term will expire *July, 2025*.

Greater St. Charles Convention & Visitors Commission

- The reappointment of *Scott Tate*, whose term expires in *May 2025*, to serve another term to expire *May, 2028*.
- The reappointment of *Ashley Gaddy*, whose term expires in *May 2025*, to serve another term to expire *May, 2028*.

Zumbahl Road Community Improvement District

- *Mike Swearngin*, to serve a new four-year term, with the term commencing on *July 7, 2025* and expiring on *July 6, 2029*.
- *Patrick Willett*, to serve a new four-year term, with the term commencing on *July 7, 2025* and expiring on *July 6, 2029*.

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

File #49393

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

There were no announcements from Councilmembers.

PUBLIC HEARING

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
June 17, 2025

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- 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***)

CONSENT AGENDA

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

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of May 20, 2025

File #49361

2. Closed Session Meeting Minutes (Work Session) of April 15, 2025  
3. Closed Session Meeting Minutes (Regular Session) of April 15, 2025

B. Receipt of Reports from Boards, Commissions and Committees

1. Main Street Special Business District Advisory Board Meeting of May 1, 2025

File #49374

2. Planning and Zoning Commission Meeting of May 12, 2025

File #49372

3. The Housing Authority of the City of St. Charles Meeting of March 26, 2025

File #49384

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
June 17, 2025

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4. The Housing Authority of the City of St. Charles Meeting of April 30, 2025

File #49384

- C. Receipt of Director of Administration Reports
- D. Approval of Contracts and Easements
1. Agreement Authorizing Acceptance of the Mid-America Arts Alliance-Creative Forces Community Engagement Grant in the Amount of \$8,353.00

C25-191/ORD 24-119

E. Preliminary Plats

F. Miscellaneous

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

- A. A RESOLUTION OF THE CITY OF ST. CHARLES, MISSOURI ADOPTING THE 2025 - 2030 ST. LOUIS REGIONAL HAZARD MITIGATION PLAN (SPONSOR: MICHAEL GALBA)

Councilmember Denise Mitchell requested her name be added as Sponsor this Resolution.

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

                  “Nay”:        None

                  Absent:        None

**Approved** by the Honorable Mayor on June 19, 2025 and is known as Resolution **R25-012**





RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
June 17, 2025

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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 (*SPONSOR: MICHAEL  
GALBA*)

Councilmember Brian Gould requested his name be added as sponsor to Council Bill 13991.

ITEMS FOR COUNCIL ACTION

Recommendations of Appointments to Council Committees and Assignment of Council  
Liaisons to Boards, Commissions and Committees (*RCA Attached*)

A motion was made by MARK HOLLANDER to approve the appointments to the Council  
Committees and assignments of Council liaisons to the boards, commissions and committees as  
presented by Council President Michael Galba. BILL OTTO seconded the motion. A roll call  
vote was taken with the following results: "Aye": Ratchford, West, Foust, Galba, Gould,  
Haberstroh, M. Hollander, S. Hollander, Mitchell, and Otto. "Nay": None. Absent: None. Motion  
passed.

File #49395

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
June 17, 2025

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The Regular Council Meeting was adjourned at 7:23 p.m.

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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer



**Council Work Session of the City Council  
Of the City of Saint Charles, Missouri  
July 1, 2025**

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The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, July 1, 2025, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. The following Councilmembers were in attendance: Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Justin Foust. City Clerk Kimberly Hudson was present and performed the duties of that office.

Closed Session

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

The closed portion of the Council Work Session adjourned at 6:47 p.m.

A motion was made by MICHAEL GALBA to adjourn the open portion of the Council Work Session. DENISE MITCHELL seconded the motion. All voted in favor. Motion passed.

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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer



**MINUTES**  
**Senior Citizen Advisory Commission**  
**Tuesday, May 13, 2025**  
**St. Charles City Hall, Conference Room A**  
**200 North Second Street, 4<sup>th</sup> Floor**  
**St. Charles, MO 63301**

**MEMBERS PRESENT**

Sheila Eckstein  
Shelly Roy  
Judy Rhodes  
Sandy Johnson  
Althea West  
Bill Wallace  
Charlie Daniels  
Norm Fehl  
Bridget Alderson

**MEMBERS ABSENT**

**OTHERS PRESENT**

Carla Bray – City Staff Liaison  
Beth Norviel – Director, Special Events

**1. Call to Order**

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

**2. Pledge of Allegiance**

All present stood and recited the Pledge of Allegiance.

**3. Roll Call**

All members were present.

**4. Approval of April 8, 2025 meeting minutes**

Shelly Roy made a motion to approve the April 8, 2025 minutes as noted. Sheila Eckstein made the second, all present were in favor, the motion passed.

**5. Chairperson Report**

None

**6. Report from Council Liaison**

None

**7. Old Business**

- Beth Norviel provided information on the following:
  - Senior Activities Fair
    - Approximately 350 people attended
    - \$7,000 profit / \$8,000 total including expenses
    - Suggestion to call it “Resource” fair moving forward
  - Senior Fashion Show
    - Went well
    - Low attendance due to the weather

- 300 tickets sold, expected 500
- \$1,800 sponsorship
- Expenses outweighed the income
- Feedback provided from SCAC members:
  - State where the outfits came from (on models)
  - Have the Fashion Show at the beginning of April
  - Microphone placement on the stage
  - Confetti clean up immediately afterwards
  - Consistent exiting by models
  - Walk down the center isle of the audience
  - Pictures with models
- \$4,100 is now in the SCAC revenue fund (both Fair and Fashion Show)

## 8. New Business

- General information provided by Beth Norviel.
  - Foundry parking lot may be impacted by City Hall construction towards the end of summer.
  - Clark Street will be impacted towards the end of the summer.
  - 2026 will be a rough year for events in the Foundry Art Centre area.
  - 2<sup>nd</sup> Street will be done next year.
  - Grandparents Day scheduled for 9/7 at Wappelhorst Park.
    - Last week-end for the water park to be open.
- Sandy announced that the City of St. Charles has been accepted into the AARP “Age Friendly City” program.
  - Need a logo
    - City graphic designer working on it.
  - Age friendly through WHO/AARP.
    - Need website (key component on the City website)
    - Need kick-off
    - Waiting for the “Welcome Letter” from AARP
    - Mayor Borgmeyer provide a proclamation?
    - 5/22 is the next meeting (Althea).
    - Shelly provided information on “Beyond the Platform”.
      - Guidelines to follow (Althea provided a copy for minutes)
      - Reports on progress
    - Get student volunteers from Lindenwood?
    - Need stakeholders
      - Free for them
      - Shows support
    - Sandy attended a kick-off in Phoenix.
      - News channel was there.
- Next STCNow article is about safety.
  - Fire program – looks for people who live alone.

## 9. Commission Member Announcements

- Sandy Johnson is moving, closing on her house May 30<sup>th</sup>. This is her last meeting. Sandy will email her resignation.

- Mary Kay Morse's husband passed away.
- Althea announced "Casino Night" put on by ITN Gateway.
  - \$40 – Couple
  - Friday night – 5/16
  - \$1,000 in play money
  - Theatre indoors or outdoors
  - Westport Conference Center
- Sheila announced that she had completed the WISE Program at Lindenwood.
  - Annie Alameda was the professor.
  - Very well organized program.
  - Lunch was provided at the graduation.
  - St. Charles Community College has a similar program called "Quest".
- Shelly asked Beth Norviel to provide updates on the new Senior Center.
  - Beth will know more after the Council meeting tonight since updates are to be provided to the Council at the Work Session (5/13).
- Discussion about the Katy Trail and the trees being removed.

#### **10. Public Comment**

None

#### **11. Adjourn**

Althea West made a motion to adjourn at 11:00 a.m., Charlie Daniels provided the second, and all present were in favor, motion passed.

*Prepared by Carla Bray*

*Sheila Eksteris  
6-10-25*



Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Engineering	<b>Department Contact:</b>	Jim Gremaud/Grace Capritta
<b>Vendor Name &amp; NWS#:</b>	KOLB GRADING LLC/6595		
<b>Description/Purpose:</b>	Authorization to execute Change Order #2 with Kolb Grading LLC for the Riverpointe Phase 1B Mass Grading Project in the amount of \$226,397.56, total contract not to exceed \$2,208,422.56.		
<b>Account #:</b>	517-502-502-873-110 \$226,397.56		
<b>Project #:</b>	24ENGST9		
<b>Amount of this Routing:</b>	\$ 226,397.56	<b>Change PO #:</b>	2024-759
<b>Contract Type:</b>	Contract Amendment	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	To Completion	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	24-251	<b>Amendment #</b>	2
		<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$ 1,714,325.00	<b>Total of Previous Amendments:</b>	\$ 267,700.00
<b>Total Contract Value:</b>	\$ 2,208,422.56		

DS  
WJG

**Certifications: to be completed by Originating Department Director**

All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

<b>Printed Name:</b>  Dan Mann	<b>Signature:</b> <small>DocuSigned by:</small> <i>Dan Mann</i>	  7/1/2025
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<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 7/3/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 7/7/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 7/7/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 7/8/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS  
*MLO*



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 07/15/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 3

Sponsor(s): CONSENT AGENDA

**Description:**

Authorization to execute Change Order #2 with Kolb Grading LLC for the Riverpointe Phase 1B Mass Grading Project in the amount of \$226,397.56, total contract not to exceed \$2,208,422.56.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

The original plan for this project placed fill material around an existing cell tower and a service road coming in from the north.

In late April of this year (2025), when the existing project was about 70% complete, the cell tower was removed. The City then modified the grading plan for the project to fill in this vacated area with 15'-20" of fill material to the desired finish grade.

**Staff recommends approval of this Change Order.**

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

**Fiscal Impact:** 226,397.56

**Change PO #:** 2024-759

**Account #:** 517-502-502-873-110 \$226,397.56

**Project #:** 24ENGST9

RCA prepared by: JG/GC Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]



## Riverpointe Phase 1B Location Map

24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING  
CHANGE ORDER NO. 2

Contract Number: C24-251

Bid Number 4751

PROJECT: 24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING

OWNER: City of St. Charles, Missouri

CONTRACTOR: KOLB GRADING, LLC

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, it is hereby agreed by and between the Owner (City) and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on October 24th, 2024.

This change order is to compensate the contractor for the modifications to the work as outlined below.

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANTITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY TO BE CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
8	CO #2-1	EMBANKMENT IN PLACE (CONTRACTOR FURNISHED)	LS	127,000	160000.00	33000.00	\$ 5.80	\$ 191,400.00	
10	CO #2-2	12" CLASS V RCP	LF	53	0.00	53.00	\$ 125.00		\$6,625.00
11	CO #2-3	12" CLASS V FES	EACH	1	0.00	1.00	\$ 1,500.00		\$1,500.00
15	CO #2-4	FURNISHING AND PLACING MSD TYPE 7 WITH FABRIC	CY	75	98.00	23.00	\$ 150.00	\$ 3,450.00	
19	CO #2-5	FINAL SEEDING OF DISTURBED AREA	Acre	16	17.00	1.00	\$ 5,000.00	\$ 5,000.00	
29	CO #2-6	12" RCP DELETE IMPACT	LS	0	6992.56	6992.56	\$ 1.00	\$ 6,992.56	
30	CO #2-7	ADDITIONAL ACCESS ROADS & STREET CLEANING	DAY	0	16	16	\$ 1,730.00	\$ 27,680.00	
31	CO#2-8	TIME EXTENSION FOR ADDITIONAL FILL TO JULY 28	DAYS						
TOTAL								\$ 234,522.56	\$8,125.00

ORIGINAL CONTRACT AMOUNT \$1,714,325.00  
PREVIOUS CHANGE ORDER AMOUNT \$ 267,700.00  
CHANGE ORDER #2 AMOUNT \$ 226,397.56

TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER \$ 2,208,422.56

Kolb Grading LLC  
CONTRACTOR

City of St. Charles, Missouri  
OWNER

By: Adam Jenkins 6/26/25  
Date

By: Daniel J. Borgmeyer  
Mayor Date

ATTEST:  
Angie Mutut 6/26/25  
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 7/7/2025  
Director of Finance Date  
Jennifer O'Connor

24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING  
CHANGE ORDER NO. 1

Contract Number: C24-251

Bid Number 4751

PROJECT: 24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING

OWNER: City of St. Charles, Missouri

CONTRACTOR: KOLB GRADING, LLC

On this 19 MARCH day of 2025, it is hereby agreed by and between the Owner (City) and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on October 24th, 2024.

This change order is to compensate the contractor for the modifications to the work as outlined below.

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANTITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY TO BE CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
23	CO #1-1	MOBILIZATION	LS	0	1.00	1.00	\$ 5,000.00	\$ 5,000.00	
24	CO #1-2	SUPERVISION	Hour	0	80.00	80.00	\$ 140.00	\$ 11,200.00	
25	CO #1-3	PERIMETER MULCH BERM	LF	0	8000.00	8000.00	\$ 4.25	\$ 34,000.00	
26	CO #1-4	CUT TREES, REMOVE STUMPS & SKID TO GRINDER	Acre	0	20.00	20.00	\$ 6,050.00	\$ 121,000.00	
27	CO #1-5	MOW BRUSH & RAKE	Acre	0	20.00	20.00	\$ 1,925.00	\$ 38,500.00	
28	CO #1-6	GRIND TREES & STOCK PILE MULCH ON SITE	Acre	0	20.00	20.00	\$ 2,900.00	\$ 58,000.00	
TOTAL								\$ 267,700.00	\$0.00

ORIGINAL CONTRACT AMOUNT \$ 1,714,325.00  
 PREVIOUS CHANGE ORDER AMOUNT \$0.00  
 CHANGE ORDER #1 AMOUNT \$ 267,700.00  
 TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER \$ 1,982,025.00

Kolb Grading  
CONTRACTOR

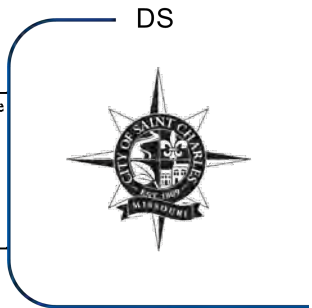
City of St. Charles, Missouri  
OWNER

By: [Signature] 3/19/25  
Date

DocuSigned by: Daniel J. Borgmeyer 3/19/2025  
By: Daniel J. Borgmeyer  
Mayor

ATTEST:  
[Signature] 3/19/25  
By: Date

ATTEST:  
DocuSigned by: Kimberly Hudson 3/19/2025  
By: 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.

DocuSigned by: Jennifer O'Connor 3/5/2025  
Director of Finance Date  
Jennifer O'Connor

## CONTRACT

This CONTRACT (hereinafter, the “Contract”) is between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the “City”), and Kolb Grading LLC, a [corporation or limited liability company] organized in the State of Missouri and in good standing (hereinafter, the “Contractor”). The City and Contractor may be referred to collectively as the “Parties.” The effective date of this Contract is 10/24/24.

In consideration for the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and Contractor and intending to be mutually bound hereby, City and Contractor agree as follows:

### ARTICLE 1. Contract Documents

For purposes of this Contract and the General Conditions notwithstanding, the Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities and in the manner most favorable to the City.

1. This Contract
2. Job Special Provisions (JSPs)
3. Project Specific Drawings
4. General Conditions of the Contract, as may be modified by the Supplementary Conditions
5. Standards and Specifications
6. Invitation for bids, bid specifications, request for proposals or purchase description
7. Addenda issued prior to the execution of the Contract
8. Performance and Payment Bond in the form attached hereto as **Exhibit A**
9. Contractor’s bid or proposal
10. Modifications issued after execution of the Contract, which are not attached hereto, including the following:
  - a. Work Order issued by the City
  - b. Written amendment to the Contract signed by both parties
  - c. Change Order

11. Copies of all certificates of insurance and/or endorsements and permits required under the Contract
12. Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Contract and may not be attached hereto
13. Federal Work Authorization (e-verify), Proof of Lawful Presence, Missouri Prevailing Wage Law; OSHA Construction Safety Program; and Nonresident Employers – Bonding Requirements

EACH OF WHICH IS ATTACHED HERETO except as otherwise provided. These documents form the entire Contract between the parties and there are no other agreements between the parties. Any amendment or modification to this Contract must be in writing and signed by an official with the authority to bind the City. Such amendment or modification shall be incorporated into and made a part of this Contract.

#### ARTICLE 2. Scope of Work

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work shown on the Contract Documents, and the Contractor agrees to do everything required by this Contract and the Contract Documents.

#### ARTICLE 3. Term of Contract

- A. This Contract shall commence on the Effective Date, subject to annual appropriation as described in Article 8, Termination.
- B. All times for Project Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence in this Contract.
- C. The work will be substantially completed **within 160 calendar days** after the date when the Contract Times commence to run as provided in **Paragraph 2.5.02 of the General Conditions**, and completed and ready for final payment **within 190 calendar days** after the date when the Contract Times commence to run.
- D. If the Contractor fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the Contractor and the City, the Contractor shall pay to the City not as a penalty but as liquidated damages the sum of **Nine Hundred and Fifty Dollars and no cents (\$950.00)** per day for each and every calendar day beyond the date on which completion was

required. This amount is fixed and agreed upon by and between the City and the Contractor to be the amount of damages which the City would sustain and is based upon the parties' reasonable estimate of actual damages likely to result from the Contractor's breach hereunder. The City's right to assess liquidated damages shall not preclude the City from the exercise of any other rights to recover damages on account of the Contractor's failure to achieve substantial and final completion within the time required.

E. Contract time will not commence until approval is available from Boeing/MDNR/Paric-Barton Malow JV to export soil from the Boeing Expansion Project.

#### ARTICLE 4. The Contract Sum

The Contractor agrees to provide to the City items at the specific price points listed in the Contractor's bid submission, for the duration of this Contract. The City makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this Contract. **The total value of the goods and services will not exceed the sum of** One Million Seven Hundred and Fourteen Thousand Three Hundred and Twenty Five Dollars (\$ 1,714,325 ) without the issuance of a change order agreed to in writing and signed by the City and Contractor.

#### ARTICLE 5. Payment

A. The City shall make payments on account of the Contract as provided herein as follows:

1. At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments. Each application shall be submitted on AIA Document G702.

2. Five percent (5%) (retainage) will be deducted each month for a reserve by the City as partial guaranty of the faithful execution of the Contract by the Contractor up to an amount equal to five (5) percent of the total contract sum stated in Article 4. The retainage will be paid to the Contractor upon substantial completion and acceptance of the work, less one hundred fifty percent (150%) of the value of incomplete punch list work.

3. It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of their and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

4. The City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the

Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

ARTICLE 6. Final Payment

A. Upon satisfactory final completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, the Engineer will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due after deduction of all previous payments and all percentages and amounts to be kept and retained pursuant to this Contract; provided however, that as a condition precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor hereby warrants all of the work done under this contract for a period of two (2) years following the completion of the Project. Upon completion, the Contractor shall submit to the City a written two (2) year warranty. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

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

C. Warranty will not include mowing or routine Katy Trail maintenance after final inspection.

ARTICLE 7. Contractor's Representations

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents.

B. The Contractor has visited the work site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.

C. The Contractor is familiar with and is satisfied as to all federal, state and local laws and

regulations that may affect cost, progress, and performance of the work.

D. The Contractor has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or contiguous to the work site and all drawings of physical conditions relating to existing surface or subsurface structures at the site, if any, that have been identified in the Contract documents as containing reliable “technical data”; and

2, reports and drawings of hazardous environmental conditions, if any, at the site that have been identified in the Contract documents as containing reliable “technical data.”

E. The Contractor has considered information known to the Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Contract Documents; and the site related reports and drawings identified in the Contract Documents with respect to the effect of such information observations, and documents on:

1. the cost, progress, and performance of the work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

3. the Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraphs A through E inclusive above, the Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

G. The Contractor is aware of the general nature of the work to be performed by the City and others at the site, if any, which relates to the work as indicated in the Contract Documents.

H. The Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

#### ARTICLE 8. Termination

In addition to the provisions of **Article 2.3.15 of the General Conditions**, the City shall have the

right to terminate this Contract if funds are not appropriated or otherwise made available to pay the contract price.

ARTICLE 9. Performance and Payment Bonds

When the Contractor delivers the counterparts of the contract to the City, the Contractor shall also deliver performance and payment bonds as follows, subject to the additional requirements set forth in **Paragraph 2.7.05 of the General Conditions**:

A. The Contractor shall furnish a 100% Performance and Payment Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City in the full amount of the contract price and in the form attached hereto as **Exhibit A**.

ARTICLE 10. Insurance

A. In addition to the requirements set forth in **Section 2.7 of the General Conditions**, the Contractor and its subcontractors, consultants, or other persons or entities performing or furnishing any portion of the work shall purchase and maintain insurance as set forth in this Article. When the Contractor delivers the executed counterparts of the Contract to the City, and before any work at the site is started, the Contractor shall deliver to the City, with copies to each additional insured identified in the Supplementary Conditions, if any, certificates of insurance and insurance policy endorsements (and other evidence of insurance which the City or any additional insured may reasonably request, including any insurance policies to which such certificates of insurance or policy endorsements relate) for each insurance policy that the Contractor is required to purchase and maintain in accordance herewith.

B. The Contractor and its subcontractors, consultants, and other persons or entities performing or furnishing any portion of the work shall purchase and maintain such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from such party's performance of the work and other obligations under the Contract Documents, whether it be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits or other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the insured's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the insured's employees;

4. claims for damages which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by the insured, or

b. by any other person for any other reason.

5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, including explosion, collapse, and underground coverages;

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

7. claims for damages relating to the Contractor's obligations pursuant to this Contract;

8. claims for damages to property written as Builder's Risk Insurance; and

9. claims for damages resulting from the release of hazardous waste due to the Contractor's operations.

C. The policies of insurance required pursuant to this Article shall:

1. with respect to insurance required by paragraphs B.3, B.4, B.5, B.6 and B.7 of this Article, be written on an occurrence basis, include as additional insureds the City, the Engineer, and any other person or entity required in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective elected officials, officers, directors, members, partners, employee, agents, consultants, and subcontractors or each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary and non-contributory coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the liability as follows or required by law, whichever is greater:

a. Workers' Compensation, and related coverages under paragraphs B.1 and B.2 of this Article in accordance with federal law and the laws of the State of Missouri:

i. State: Statutory limit

ii. Applicable Federal (e.g., Longshoremen's): Statutory limit

iii. Employer's Liability: \$3,000,000 Each Accident

\$3,000,000 Disease per Employee

b. Contractor's General Liability under paragraphs B.3, B.4, B.5 and B.6 of

this Article which shall include completed operations and product liability coverages:

- i. General Aggregate: \$3,000,000
- ii. Products – Completed operations Aggregate: \$3,000,000
- iii. Personal and Advertising Injury: \$1,000,000
- iv. Each Occurrence  
(Bodily Injury and Property Damage): \$1,000,000
- v. Excess or Umbrella Liability
  - General Aggregate: \$5,000,000
  - Each Occurrence: \$5,000,000

c. Automobile Liability under paragraph B.6 of this Article:

- i. Bodily Injury:
  - Each Person: \$3,000,000
  - Each Accident: \$3,000,000
- ii. Property Damage:
  - Each Accident: \$3,000,000
- iii. Combined Single Limit of: \$3,000,000
- iv. The policy shall include a CA 99 48 Broadened Pollution

Endorsement. The Contractor, if hauling contaminants or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage form MCS-90.

d. Property Liability (Builder’s Risk)

i. Amount equal to insurable value of the Contract, including all structures, materials, and equipment to be built and installed.

e. The Contractual Liability coverage of paragraph B.7 of this Article shall cover Contractor’s indemnity obligations under the Contract and provide coverage for not less than the following amounts:

- i. Bodily Injury:
  - Each Person: \$3,000,000
  - Each Accident: \$3,000,000
- ii. Property Damage:
  - Each Accident: \$3,000,000
  - Annual Aggregate: \$3,000,000

f. The property insurance required by paragraph B.8 of this Article shall be written as Builder’s Risk with an “All Risk” Installation Floater that shall at least include insurance

for physical loss and damage to the work, temporary buildings, falsework, and work in transit and shall insure against at least the following perils: flood, fire, lightening, extended coverage, theft, vandalism and malicious theft, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws or regulations, and water damage, and be written in the completed value form. Such policy shall cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects) and materials and equipment in transit for incorporation into the work or stored at the site or at another location that was agreed to in writing by the City prior to being incorporated into the work, provided that such material and equipment have been included in an Application for Payment recommended by the City or the Engineer. Such policy shall include the interests of the City, Contractor, subcontractors, engineers, the City's and engineer's consultants, each of whom is deemed to have an insurable interest, and each shall be listed as an insured or an additional insured.

g. The Contractor's Pollution Insurance coverage required by paragraph B.9 of this article shall cover bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden or accidental. The policy shall also include defense and clean-up costs. The amount of coverage shall be as follows:

- i. Limit of Liability:
  - Each Occurrence: \$3,000,000
  - Aggregate: \$3,000,000

3. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) calendar days written notice has been given to the City and the Contractor and to each additional insured identified in the Contract Documents to whom a certificate of insurance and/or endorsement has been issued (and the certificates of insurance furnished by the Contractor pursuant to this Contract will so provide);

4. remain in effect through final payment and at all times thereafter when the

contractor may be correcting, removing, or replacing defective work in accordance with

**Paragraph 2.7.01 of the General Conditions;** and

5. include completed operations coverage:

- a. such insurance shall remain in effect for two years after final payment; and
- b. the Contractor shall furnish the City and each other additional insured

identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to the City and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### ARTICLE 11. Indemnification

A. The Contractor shall indemnify, defend, and hold harmless the City and Engineer and the elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, accountants, and other professional and all court and other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, subcontractors, or its or their agents or employees in the performance of the work and/or their failure to comply with the terms and conditions of this Contract. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by any reason of any surety or insurance provided by the Contractor, and this provision shall survive termination of this Contract.

B. In any and all claims against the City or Engineer or any of their elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors by any employee (or the survivor or personal representative of such employee) of the Contractor, any subcontractor, any supplier, or any person or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor, supplier, or any other person or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### ARTICLE 12. Dispute Resolution

The City and Contractor agree that disputes regarding the Project shall first be addressed by informal discussions between the Parties. If discussions between the Parties fail to resolve the

dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Contractor shall proceed with the Construction Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Contractor's completed services unless the Contractor gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

ARTICLE 13. Prevailing Wage

Contractor shall comply with the Missouri Prevailing Wage Law, R.S.Mo. Section 290.210, et seq. and shall not pay less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under this Contract to all workers performing work pursuant to this Contract. Contractor shall forfeit a penalty to the City of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done pursuant to this Contract by the Contractor or by any subcontractor.

ARTICLE 14. Miscellaneous Terms and Conditions

- A. Project Management Manual. Contractor shall comply with the City of St. Charles, Missouri, Project Management Manual in the performance of the work pursuant to this Contract.
- B. Governing Law; Choice of Forum. This Contract and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law's provisions. The City and Contractor agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri and waive any objections based upon venue or forum non convenes or otherwise. Contractor specifically acknowledges that R.S.Mo. Section 70.320 shall not apply to any action brought regarding this Contract. Contractor specifically acknowledges that R.S.Mo. Section 508.050 shall apply exclusively to any action brought regarding this Contract. This section of the Contract shall survive termination of this Contract.
- C. Partial Invalidity. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provisions of this Contract.
- D. Modifications to be in Writing. No waiver or modification of this Contract or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly

executed by the Parties.

E. No Waiver for Breach. The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Contract shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition.

F. Notices. All notices or other communications required or desired to be given shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or sent via national overnight courier (e.g. Federal Express), or if sent by facsimile and contemporaneously sent by regular mail, addressed as follows:

1. To Contractor:  
Kolb Grading LLC  
\_\_\_\_\_  
Adam Jenkins  
\_\_\_\_\_  
5731 Westwood Drive  
\_\_\_\_\_  
St. Charles, MO 63304  
\_\_\_\_\_

2. To City:  
  
City of St. Charles, Missouri  
Attention: Director of Engineering  
200 North Second Street, Room 202  
St. Charles, MO 63301

With a copy to:

City of St. Charles, Missouri  
Attn: City Attorney  
200 North Second Street, Room 401B  
St. Charles, MO 63301  
Telephone No.: 636-949-3274  
Fax No. 636-940-4666

G. Headings for Reference Only. The headings of this Contract are intended solely for convenience of reference and shall have no effect on the construction or interpretation of this Contract.

H. Assignment. This Contract may not be assigned by either Party in whole or in part without prior written consent of the other Party.

I. No Official Personally Liable. No official, elected official, agent, employee, attorney or representative of the City shall be personally liable to Contractor in the event of any

default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract. No director, officer, shareholder, manager, agent, employee, attorney or representative of Contractor shall be personally liable to the City in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract.

J. No Discrimination. Contractor agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment, in the selection and retention of any subcontractor, in procurement of materials, lease of equipment or provision of any labor, material or service based upon age, ancestry, color, disability, familial status, religion or sex.

K. Sex Offender Registration. Contractor shall comply with City Code of Ordinances Section 145.040 which requires any person used by the Contractor in the performance of the Contract who is a registered sex offender and has any contact with a City employee or resident or is physically present on City property to register with the City of St. Charles Police Department.

L. Proof of Lawful Presence. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 208.009 which requires the person executing this Contract on behalf of the Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this Contract.

M. E-Verify. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 285.530(2) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with this Project. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

N. Transient Employers. Contractor shall comply with the transient employer obligations as defined in R.S.Mo. Section 285.230 and shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Missouri Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Missouri Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to

such transient employer by the Division of Employment Security. Contractor acknowledges its failure to comply with the transient employer obligations subject the Contractor to a penalty of \$500 per day until the notices required by this section are posted.

O. Construction Contractor Safety Training Program. Contractor and all subcontractors shall require all on-site employees to complete the ten-hour construction safety training program required pursuant to R.S.Mo. Section 292.675, if not previously completed with required documentation of successful completion. Contractor shall forfeit a penalty to the City of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

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

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

Contractor:

City:

Kolb Grading LLC

CITY OF SAINT CHARLES, MISSOURI

DocuSigned by:

*Daniel J. Borgmeyer*

11/7/2024

8D36AFB1A1BD439...

By: Dan Borgmeyer, Mayor

Date

*[Handwritten Signature]*

10/24/24

By: Authorized Signatory

Date

Janet Kolb, President

Printed Name of Authorized Signatory

Corporate Attest:

Attest:

DocuSigned by:

*Kimberly Hudson*

11/7/2024

70E399BA7AAF426...

City Clerk

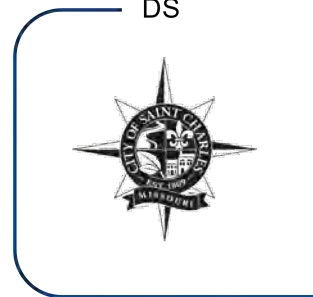
Date

Signature

Date

Printed Name

DS



## 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*

10/31/2024

C5FB3E8A40BE40D...

---

Director of Finance

Date

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A CORPORATION

STATE OF \_\_\_\_\_ )

)

COUNTY (AND/OR CITY) OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me,  
\_\_\_\_\_ (name of notary), a Notary Public in and for said state,  
personally appeared \_\_\_\_\_ (name of officer),  
\_\_\_\_\_ (title of person, president, vice president, etc.) of  
\_\_\_\_\_ (name of corporation), known to me to be the person who  
executed the within \_\_\_\_\_ (type of document) in behalf of said corporation and  
acknowledged to me that he or she executed the same for the purposed therein stated.

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

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

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A LIMITED LIABILITY COMPANY

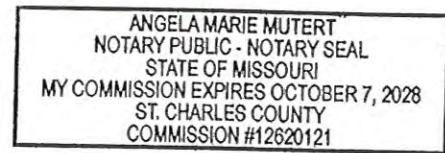
STATE OF Missouri )

COUNTY (AND/OR CITY) OF St Charles )

On this 24th day of October in the year 2024 before me,  
Angela M Mutert (name of notary), a Notary Public in and for said state,  
personally appeared Janet M Kolb (name of  
manager or member) president of  
Kolb Grading LLC (name of limited  
liability company), known to me to be the person who executed the within  
Contract (type of document) in behalf of said limited liability company and  
acknowledged to me that he or she executed the same for the purposes therein stated.

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

Angela M Mutert  
Notary Public



My Commission Expires: 10-7-28

## Certificate Of Completion

Envelope Id: 039B8660-BE14-4F0B-93AD-770D04B5D237

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing\_24ENGST9 Riverpointe Mass Grading\_KOLB

Source Envelope:

Document Pages: 24

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

## Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

6/30/2025 10:33:54 AM

grace.capritta@stcharlescitymo.gov

## Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

Dan Mann  
147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.172.209

Signed using mobile

## Timestamp

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Viewed: 7/1/2025 12:41:33 PM

Signed: 7/1/2025 12:41:41 PM

### 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

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Signed: 7/2/2025 5:15:13 PM

### 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  
CA2B397B73142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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Viewed: 7/3/2025 12:41:33 PM

Signed: 7/3/2025 12:42:44 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  
Mary Ann Ohms

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/3/2025 12:42:46 PM

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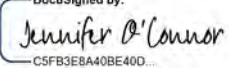
**Signer Events****Signature****Timestamp**

Holly Magdziarz  
 holly.magdziarz@stcharlescitymo.gov  
 City Attorney  
 City of Saint Charles, MO  
 Signing Group: LEGAL REVIEW  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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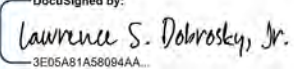
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 Signed: 7/7/2025 8:48:55 AM

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

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 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.86.173.148  
 Signed using mobile

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 Signed: 7/7/2025 7:46:55 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

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 Signed: 7/8/2025 10:41:57 AM

Deborah Ryan  
 deborah.ryan@stcharlescitymo.gov  
 Deputy City Clerk  
 City of Saint Charles, MO  
 Delegate Of: Emily B. Galantowicz  
 emily.galantowicz@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Daniel J. Borgmeyer  
 dan.borgmeyer@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kim Hudson  
 kimberly.hudson@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

City Clerk - Assign Contract #  
 Signing Group: City Clerk - Assign Contract #  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 7/7/2025 7:46:58 PM  
Viewed: 7/8/2025 7:48:12 AM

Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Engineering	<b>Department Contact:</b>	Jim Gremaud/Grace Capritta
<b>Vendor Name &amp; NWS#:</b>	Meyer Electric Co. Inc. / 6759		
<b>Description/Purpose:</b>	Authorization to enter into an agreement with Meyer Electric Company for the Bluestone Lighting improvements in an amount not to exceed \$187,562.00.		
<b>Account #:</b>	204-502-502-873199 = \$60,701.07; 204-500-501-873099 = \$33,000.00 420-502-502-873199 = \$10,058.00; 410-500-501-873199 = \$83,882.93		
<b>Project #:</b>	25ENGSG003		
<b>Amount of this Routing:</b>	\$ 187,642.00	<b>Requisition #:</b>	TBE
<b>Contract Type:</b>	New Contract	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	To Completion	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	<b>Amendment #</b>	<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$	<b>Total of Previous Amendments:</b>	\$
<b>Total Contract Value:</b>	\$ 187,642.00		

DS  
WJG

**Certifications: to be completed by Originating Department Director**

All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

<b>Printed Name:</b> Dan Mann	<b>Signature:</b> <small>DocuSigned by:</small> Dan Mann	7/1/2025
----------------------------------	--	----------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> Paul Feldmann 7/3/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> Holly Magdziary 7/7/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> Jennifer O'Connor 7/7/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> Lawrence S. Dobrosky, Jr. 7/8/2025
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: 07/15/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 4

Sponsor(s): Consent Agenda

**Description:**

Authorization to enter into an agreement with Meyer Electric Company for the Bluestone Lighting improvements in an amount not to exceed \$187,642.00.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

The Bluestone Drive Lighting Improvements will install new roadway lighting along Bluestone Drive between Pralle Lane and Hemsath Road.

The City received three (3) bids on the project with Meyer Electric Company being the low bid at \$187,642.00. The engineer's estimate for this project was \$195,845.50.

The Contractor's experience and capabilities have been reviewed and have been found acceptable.

**Staff recommends approval of Meyer Electric Company's bid and recommends entering into a contract with them in the amount of \$187,642.00.**

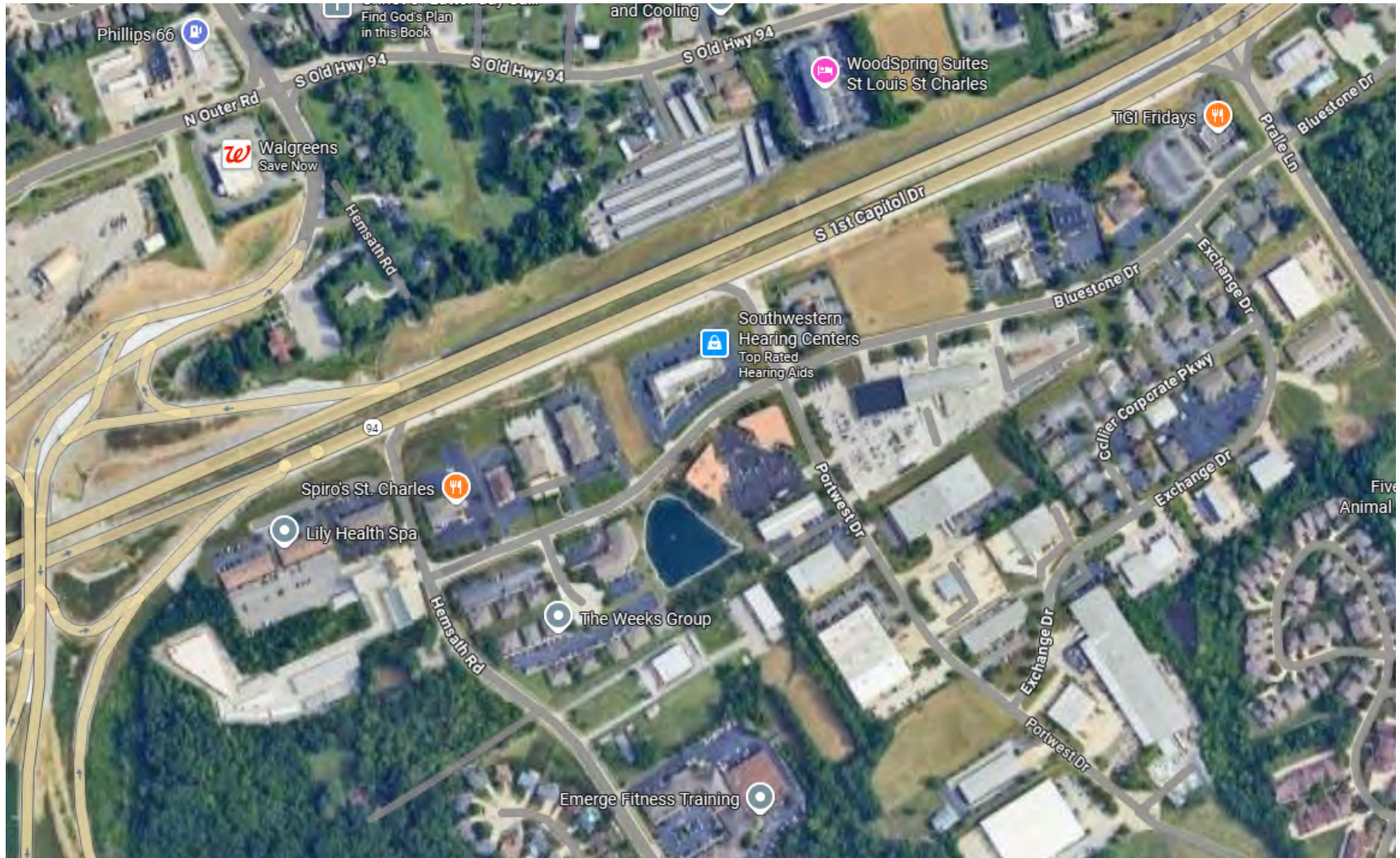
**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** 187,642.00 **Requisition #:** TBE

**Account #:** 204-502-502-873199 = \$60,701.07; 204-500-501-873099 = \$33,000.00  
420-502-502-873199 = \$10,058.00; 410-500-501-873199 = \$83,882.93

**Project #:** 25ENGSG003

RCA prepared by: JG/GC Dept. Dir.  Finance Dir.  Dir. of Admin.



# Bluestone Lighting Location Map

## CONTRACT

This CONTRACT (hereinafter, the “Contract”) is between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the “City”), and Meyer Electric Company, Inc., a [corporation or limited liability company] organized in the State of Missouri and in good standing (hereinafter, the “Contractor”) for the **Bluestone Drive Lighting Improvements** (hereinafter, the “Project”). The City and Contractor may be referred to collectively as the “Parties.” The effective date of this Contract is \_\_\_\_\_.

In consideration for the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and Contractor and intending to be mutually bound hereby, City and Contractor agree as follows:

### ARTICLE 1. Contract Documents

For purposes of this Contract and the General Conditions notwithstanding, the Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities and in the manner most favorable to the City.

1. This Contract
2. Job Special Provisions (JSPs)
3. Project Specific Drawings
4. General Conditions of the Contract, as may be modified by the Supplementary Conditions
5. Standards and Specifications
6. Invitation for bids, bid specifications, request for proposals or purchase description
7. Addenda issued prior to the execution of the Contract
8. Performance and Payment Bond in the form attached hereto as **Exhibit A**
9. Guarantee Performance Bond in the form attached hereto as **Exhibit B**
10. Contractor’s bid or proposal
11. Modifications issued after execution of the Contract, which are not attached hereto, including the following:
  - a. Work Order issued by the City

- b. Written amendment to the Contract signed by both parties
- c. Change Order
- 12. Copies of all certificates of insurance and/or endorsements and permits required under the Contract
- 13. Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Contract and may not be attached hereto
- 14. Federal Work Authorization (e-verify), Proof of Lawful Presence, Missouri Prevailing Wage Law; OSHA Construction Safety Program; and Nonresident Employers – Bonding Requirements

EACH OF WHICH IS ATTACHED HERETO except as otherwise provided. These documents form the entire Contract between the parties and there are no other agreements between the parties. Any amendment or modification to this Contract must be in writing and signed by an official with the authority to bind the City. Such amendment or modification shall be incorporated into and made a part of this Contract.

ARTICLE 2. Scope of Work

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work shown on the Contract Documents, and the Contractor agrees to do everything required by this Contract and the Contract Documents.

ARTICLE 3. Term of Contract

A. This Contract shall commence on the Effective Date, subject to annual appropriation as described in Article 8, Termination.

B. All times for Project Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence in this Contract.

**The Contractor shall meet the following Project Milestones:**

- 1. **[Insert]**
- 2.
- C. The work will be substantially completed **within One Hundred Twenty (120) calendar days** after the date when the Contract Times commence to run as provided in **Paragraph 2.5.02 of the General Conditions**, and completed and ready for final payment **within Thirty (30) calendar days** after the date when the Contract Times commence to run.

D. If the Contractor fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the Contractor and the City, the Contractor shall pay to the City not as a penalty but as liquidated damages the sum of **Nine Hundred Fifty Dollars (\$950.00)** per day for each and every calendar day beyond the date on which completion was required. This amount is fixed and agreed upon by and between the City and the Contractor to be the amount of damages which the City would sustain, and is based upon the parties' reasonable estimate of actual damages likely to result from the Contractor's breach hereunder. The City's right to assess liquidated damages shall not preclude the City from the exercise of any other rights to recover damages on account of the Contractor's failure to achieve substantial and final completion within the time required.

ARTICLE 4. The Contract Sum

The Contractor agrees to provide to the City items at the specific price points listed in the Contractor's bid submission, for the duration of this Contract. The City makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this Contract. **The total value of the goods and services will not exceed the sum of One Hundred Eighty-Seven Thousand, Six Hundred Forty-Two Dollars and no/100 (\$ 187,642.00 )** without the issuance of a change order agreed to in writing and signed by the City and Contractor.

ARTICLE 5. Payment

A. The City shall make payments on account of the Contract as provided herein as follows:

1. At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments. Each application shall be submitted on AIA Document G702.

2. Five percent (5%) (retainage) will be deducted each month for a reserve by the City as partial guaranty of the faithful execution of the Contract by the Contractor up to an amount equal to five (5) percent of the total contract sum stated in Article 4. The retainage will be paid to the Contractor upon substantial completion and acceptance of the work, less one hundred fifty percent (150%) of the value of incomplete punch list work.

3. It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of their

and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

4. The City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

#### ARTICLE 6. Final Payment

A. Upon satisfactory final completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, the Engineer will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due after deduction of all previous payments and all percentages and amounts to be kept and retained pursuant to this Contract; provided however, that as a condition precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor hereby warrants all of the work done under this contract for a period of two (2) years following the completion of the Project. Upon completion, the Contractor shall submit to the City a written two (2) year warranty. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

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

#### ARTICLE 7. Contractor's Representations

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents.

B. The Contractor has visited the work site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.

C. The Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

D. The Contractor has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or contiguous to the work site and all drawings of physical conditions relating to existing surface or subsurface structures at the site, if any, that have been identified in the Contract documents as containing reliable "technical data"; and

2. reports and drawings of hazardous environmental conditions, if any, at the site that have been identified in the Contract documents as containing reliable "technical data."

E. The Contractor has considered information known to the Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Contract Documents; and the site related reports and drawings identified in the Contract Documents with respect to the effect of such information observations, and documents on:

1. the cost, progress, and performance of the work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

3. the Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraphs A through E inclusive above, the Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

G. The Contractor is aware of the general nature of the work to be performed by the City and others at the site, if any, which relates to the work as indicated in the Contract Documents.

H. The Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**ARTICLE 8. Termination**

In addition to the provisions of **Article 2.3.15 of the General Conditions**, the City shall have the right to terminate this Contract if funds are not appropriated or otherwise made available to pay the contract price.

**ARTICLE 9. Performance and Payment Bonds**

When the Contractor delivers the counterparts of the contract to the City, the Contractor shall also deliver performance and payment bonds as follows, subject to the additional requirements set forth in **Paragraph 2.7.05 of the General Conditions**:

A. The Contractor shall furnish a 100% Performance and Payment Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City in the full amount of the contract price and in the form attached hereto as **Exhibit A**.

B. The Contractor shall furnish a Guarantee Performance Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City for **ten percent (10%)** of the contract price to guarantee satisfactory performance of the work for a period of **two (2) years** after the date of acceptance of the work, and in the form attached hereto as **Exhibit B**.

**ARTICLE 10. Insurance**

A. In addition to the requirements set forth in **Section 2.7 of the General Conditions**, the Contractor and its subcontractors, consultants, or other persons or entities performing or furnishing any portion of the work shall purchase and maintain insurance as set forth in this Article. When the Contractor delivers the executed counterparts of the Contract to the City, and before any work at the site is started, the Contractor shall deliver to the City, with copies to each additional insured identified in the Supplementary Conditions, if any, certificates of insurance and insurance policy endorsements (and other evidence of insurance which the City or any additional insured may reasonably request, including any insurance policies to which such certificates of insurance or policy endorsements relate) for each insurance policy that the Contractor is required to purchase and maintain in accordance herewith.

B. The Contractor and its subcontractors, consultants, and other persons or entities performing

or furnishing any portion of the work shall purchase and maintain such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from such party's performance of the work and other obligations under the Contract Documents, whether it be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits or other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the insured's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the insured's employees;
4. claims for damages which are sustained:
  - a. by any person as a result of an offense directly or indirectly related to the employment of such person by the insured, or
  - b. by any other person for any other reason.
5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, including explosion, collapse, and underground coverages;
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
7. claims for damages relating to the Contractor's obligations pursuant to this Contract;
8. claims for damages to property written as Builder's Risk Insurance; and
9. claims for damages resulting from the release of hazardous waste due to the Contractor's operations.

C. The policies of insurance required pursuant to this Article shall:

1. with respect to insurance required by paragraphs B.3, B.4, B.5, B.6 and B.7 of this Article, be written on an occurrence basis, include as additional insureds the City, the Engineer, and any other person or entity required in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective elected officials, officers, directors, members, partners, employee, agents, consultants, and subcontractors or each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary

and non-contributory coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the liability as follows or required by law, whichever is greater:

a. Workers' Compensation, and related coverages under paragraphs B.1 and B.2 of this Article in accordance with federal law and the laws of the State of Missouri:

- i. State: Statutory limit
- ii. Applicable Federal (e.g., Longshoremen's): Statutory limit
- iii. Employer's Liability: \$3,000,000 Each Accident  
\$3,000,000 Disease per Employee

b. Contractor's General Liability under paragraphs B.3, B.4, B.5 and B.6 of this Article which shall include completed operations and product liability coverages:

- i. General Aggregate: \$3,000,000
- ii. Products – Completed operations Aggregate: \$3,000,000
- iii. Personal and Advertising Injury: \$1,000,000
- iv. Each Occurrence  
(Bodily Injury and Property Damage): \$1,000,000
- v. Excess or Umbrella Liability  
General Aggregate: \$5,000,000  
Each Occurrence: \$5,000,000

c. Automobile Liability under paragraph B.6 of this Article:

- i. Bodily Injury:  
Each Person: \$3,000,000  
Each Accident: \$3,000,000
- ii. Property Damage:  
Each Accident: \$3,000,000
- iii. Combined Single Limit of: \$3,000,000
- iv. The policy shall include a CA 99 48 Broadened Pollution

Endorsement. The Contractor, if hauling contaminants or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage form MCS-90.

d. Property Liability (Builder's Risk)

i. Amount equal to insurable value of the Contract, including all structures, materials, and equipment to be built and installed.

e. The Contractual Liability coverage of paragraph B.7 of this Article shall

cover Contractor's indemnity obligations under the Contract and provide coverage for not less than the following amounts:

- i. Bodily Injury:
  - Each Person: \$3,000,000
  - Each Accident: \$3,000,000
- ii. Property Damage:
  - Each Accident: \$3,000,000
  - Annual Aggregate: \$3,000,000

f. The property insurance required by paragraph B.8 of this Article shall be written as Builder's Risk with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and work in transit and shall insure against at least the following perils: flood, fire, lightning, extended coverage, theft, vandalism and malicious theft, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws or regulations, and water damage, and be written in the completed value form. Such policy shall cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects) and materials and equipment in transit for incorporation into the work or stored at the site or at another location that was agreed to in writing by the City prior to being incorporated into the work, provided that such material and equipment have been included in an Application for Payment recommended by the City or the Engineer. Such policy shall include the interests of the City, Contractor, subcontractors, engineers, the City's and engineer's consultants, each of whom is deemed to have an insurable interest, and each shall be listed as an insured or an additional insured.

g. The Contractor's Pollution Insurance coverage required by paragraph B.9 of this article shall cover bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden or accidental. The policy shall also include defense and clean-up costs. The amount of coverage

shall be as follows:

i. Limit of Liability:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

3. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) calendar days written notice has been given to the City and the Contractor and to each additional insured identified in the Contract Documents to whom a certificate of insurance and/or endorsement has been issued (and the certificates of insurance furnished by the Contractor pursuant to this Contract will so provide);

4. remain in effect through final payment and at all times thereafter when the contractor may be correcting, removing, or replacing defective work in accordance with **Paragraph 2.7.01 of the General Conditions**; and

5. include completed operations coverage:

a. such insurance shall remain in effect for two years after final payment; and

b. the Contractor shall furnish the City and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to the City and any such additional insured of continuation of such insurance at final payment and one year thereafter.

ARTICLE 11. Indemnification

A. The Contractor shall indemnify, defend, and hold harmless the City and Engineer and the elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, accountants, and other professional and all court and other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, subcontractors, or its or their agents or employees in the performance of the work and/or their failure to comply with the terms and conditions of this Contract. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by any reason of any surety or insurance provided by the Contractor, and this provision shall survive termination of this Contract.

B. In any and all claims against the City or Engineer or any of their elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors by any employee (or the survivor or personal representative of such employee) of the Contractor, any subcontractor,

any supplier, or any person or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor, supplier, or any other person or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 12. Dispute Resolution

The City and Contractor agree that disputes regarding the Project shall first be addressed by informal discussions between the Parties. If discussions between the Parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Contractor shall proceed with the Construction Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Contractor's completed services unless the Contractor gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

ARTICLE 13. Prevailing Wage

Contractor shall comply with the Missouri Prevailing Wage Law, R.S.Mo. Section 290.210, et seq. and shall not pay less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under this Contract to all workers performing work pursuant to this Contract. Contractor shall forfeit a penalty to the City of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done pursuant to this Contract by the Contractor or by any subcontractor.

ARTICLE 14. Miscellaneous Terms and Conditions

- A. Project Management Manual. Contractor shall comply with the City of Saint Charles, Missouri, Project Management Manual in the performance of the work pursuant to this Contract.
- B. Governing Law; Choice of Forum. This Contract and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law's provisions. The City and Contractor agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri

and waive any objections based upon venue or forum non convenes or otherwise. Contractor specifically acknowledges that R.S.Mo. Section 70.320 shall not apply to any action brought regarding this Contract. Contractor specifically acknowledges that R.S.Mo. Section 508.050 shall apply exclusively to any action brought regarding this Contract. This section of the Contract shall survive termination of this Contract.

C. Partial Invalidity. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provisions of this Contract.

D. Modifications to be in Writing. No waiver or modification of this Contract or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the Parties.

E. No Waiver for Breach. The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Contract shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition.

F. Notices. All notices or other communications required or desired to be given shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or sent via national overnight courier (e.g. Federal Express), or if sent by facsimile and contemporaneously sent by regular mail, addressed as follows:

1. To Contractor:  
Meyer Electric Company, Inc.  
Attn: Leon Keller  
3513 North Ten Mile Drive  
Jefferson City, MO 65109

2. To City:  
  
City of Saint Charles, Missouri  
Attention: Director of Engineering  
200 North Second Street, Room 202  
St. Charles, MO 63301

With a copy to:

City of Saint Charles, Missouri  
Attn: City Attorney  
200 North Second Street, Room 401B  
St. Charles, MO 63301  
Telephone No.: 636-949-3274

Fax No. 636-940-4666

G. Headings for Reference Only. The headings of this Contract are intended solely for convenience of reference and shall have no effect on the construction or interpretation of this Contract.

H. Assignment. This Contract may not be assigned by either Party in whole or in part without prior written consent of the other Party.

I. No Official Personally Liable. No official, elected official, agent, employee, attorney or representative of the City shall be personally liable to Contractor in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract. No director, officer, shareholder, manager, agent, employee, attorney or representative of Contractor shall be personally liable to the City in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract.

J. No Discrimination. Contractor agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment, in the selection and retention of any subcontractor, in procurement of materials, lease of equipment or provision of any labor, material or service based upon age, ancestry, color, disability, familial status, religion or sex.

Pursuant to Section 34.600 RSMo, as amended, Contractor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Contractor has less than ten (10) employees.

K. Sex Offender Registration. Contractor shall comply with City Code of Ordinances Section 145.040 which requires any person used by the Contractor in the performance of the Contract who is a registered sex offender and has any contact with a City employee or resident or is physically present on City property to register with the City of Saint Charles Police Department.

L. Proof of Lawful Presence. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 208.009 which requires the person executing this Contract on behalf of the Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this Contract.

M. E-Verify. Contractor acknowledges award of this Contract requires compliance with

R.S.Mo. Section 285.530(2) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with this Project. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

N. Transient Employers. Contractor shall comply with the transient employer obligations as defined in R.S.Mo. Section 285.230 and shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Missouri Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Missouri Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Contractor acknowledges its failure to comply with the transient employer obligations subject the Contractor to a penalty of \$500 per day until the notices required by this section are posted.

O. Construction Contractor Safety Training Program. Contractor and all subcontractors shall require all on-site employees to complete the ten-hour construction safety training program required pursuant to R.S.Mo. Section 292.675, if not previously completed with required documentation of successful completion. Contractor shall forfeit a penalty to the City of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

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

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

Contractor:

City:

Meyer Electric Company, Inc.

CITY OF SAINT CHARLES, MISSOURI

 6/6/2025  
By: Authorized Signatory Date

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

Leon J. Keller, President  
Printed Name of Authorized Signatory

Corporate Attest:

Attest:

 6/6/2025  
Signature Date

\_\_\_\_\_  
City Clerk Date

Travis Kay, Secretary  
Printed Name

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*

7/7/2025

C5FB3EB2-4502-AD3F-BB34C7B5EF83  
Director of Finance

Date

Jennifer O'Connor

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A CORPORATION

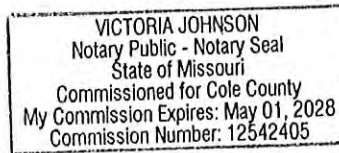
STATE OF Missouri )  
 )  
COUNTY (AND/OR CITY) OF Cole )

On this 6th day of June in the year 2025 before me,  
Victoria Johnson (name of notary), a Notary Public in and for said state,  
personally appeared Leon J. Keller (name of officer),  
President (title of person, president, vice president, etc.) of  
Meyer Electric Company, Inc. (name of corporation), known to me to be the person who  
executed the within Contract (type of document) in behalf of said corporation and  
acknowledged to me that he or she executed the same for the purposed therein stated.

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

Victoria Johnson  
Notary Public

My Commission Expires: May 1, 2028





**Bluestone Drive Lighting Improvements**  
**25ENSG003**  
**BID #4798**  
**June 11, 2025**

<b>CONTRACTOR</b>	<b>BID TOTAL</b>
Meyer Electric	\$187,642.00
Reinhold Electric	\$208,694.00
Gerstner Electric	\$220,194.25

## Certificate Of Completion

Envelope Id: D84DB47E-3EB2-4502-AD3F-BB34C7B5EF83

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing\_25ENGST003 Bluestone Lighting\_Meyer Electric

Source Envelope:

Document Pages: 22

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

## Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

7/1/2025 5:05:57 PM

grace.capritta@stcharlescitymo.gov

## Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style

Using IP Address: 172.59.172.27

Signed using mobile

## Timestamp

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Signed: 7/1/2025 7:50:23 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

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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:  
  
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Signature Adoption: Pre-selected Style

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Signed: 7/3/2025 12:41:10 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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Signed: 7/3/2025 1:31:16 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign


**Signer Events****Signature****Timestamp**

Holly Magdziarz  
 holly.magdziarz@stcharlescitymo.gov  
 City Attorney  
 City of Saint Charles, MO  
 Signing Group: LEGAL REVIEW  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Jennifer O'Connor  
 jennifer.oconnor@stcharlescitymo.gov  
 Director of Finance  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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 Signed using mobile

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 Signed: 7/7/2025 7:48:07 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

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 Signed: 7/8/2025 10:41:15 AM

Deborah Ryan  
 deborah.ryan@stcharlescitymo.gov  
 Deputy City Clerk  
 City of Saint Charles, MO  
 Delegate Of: Emily B. Galantowicz  
 emily.galantowicz@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Daniel J. Borgmeyer  
 dan.borgmeyer@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kim Hudson  
 kimberly.hudson@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

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Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Engineering	<b>Department Contact:</b>	Nick Galla/Grace Capritta
<b>Name of Grant:</b>	Congestion Mitigation and Air Quality Agreement		
<b>Grant Amount:</b>	\$ 2,416,000.00		
<b>New or Renewal:</b>	New		
<b>Amount Budgeted in Previous Year:</b>	\$0		
<b>Description/Purpose:</b>	Authorization to enter into an agreement with Missouri Highway and Transportation Commission to receive Congestion Mitigation and Air Quality federal funds in an amount of \$2,416,000.00 for Boones Lick and Fairgrounds Roundabout Project CMAQ-7302(720).		
<b>Account/s #:</b>	412-199-199-431401		
<b>Project #:</b>	TBE 2026		

DS  
*AG*

**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?	Yes
All obligations of both parties are included in the contract:	Yes
All required forms are current and attached:	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

<b>Signature:</b> <small>DocuSigned by:</small> <i>Dan Mann</i> <small>147DA4446E33432...</small>	<b>Printed Name:</b> Dan Mann	<b>Date:</b> 7/1/2025
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ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	7/3/2025
Department of Law (for Legality only)	<small>Initial</small> H-EM	7/3/2025
Director of Finance (Funds Available)	<small>Initial</small> JP	7/3/2025
Director of Administration (Recommend Approval)	<small>Initial</small> (SD)	7/8/2025
City Council Approval on Consent Agenda		
Mayor (Signature Indicating Approval)		
City Clerk (Signature, Seal and Contract # Assigned)		

Legal has reviewed form of agreement: DS  
*MAB*



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 07/15/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 2

Sponsor(s): Consent Agenda

**Description:**

Authorization to enter into an agreement with the Missouri Highway and Transportation Commission to receive Congestion Mitigation and Air Quality (CMAQ) federal funds in an amount not to exceed \$2,416,000.00 for the Boones Lick Road and Fairgrounds Road Roundabout Project CMAQ-7302(720).

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

The City has been awarded federal Congestion Mitigation and Air Quality (CMAQ) funding for the Boones Lick Road and Fairgrounds Road Roundabout project. The project will replace the existing 4-way stop controlled intersection with a new roundabout. The new roundabout has many benefits including reduced travel times along the corridor, reduced traffic emissions and improved safety for all users.

Federal funding is administered through MoDOT. The City will be reimbursed for actual costs up to a maximum amount of \$2,416,000.00. This project has also been recommended to receive \$627,200.00 in St. Charles County TIP funds. The City's matching funds are included in the 2026 CIP. Total project costs are estimated at \$3,200,000.00. Federal funds for design are available in the federal fiscal year 2026.

**Staff recommend approval.**

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

**Fiscal Impact:** 2,416,000.00 Yes

**Account #:** 412-199-199-431401

**Project #:** TBE 2026

RCA prepared by: NG/GC Dept. Dir.  Finance Dir.  Dir. of Admin.

# BOONE'S LICK ROAD AND FAIRGROUNDS ROAD ROUNDABOUT

## LOCATION MAP



CCO Form: FS15  
Approved: 10/96 (KMH)  
Revised: 03/25 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: CMAQ-7302(720)  
Award Year: 2026  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of St. Charles (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that CMAQ-7302(720) Boones Lick Road and Fairgrounds Road roundabout is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 USC §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to construct a roundabout, a Shared Use Path and sidewalks at Boones Lick Road and Fairgrounds Road.

(2) SCOPE OF WORK: City shall provide planning and implementation of a roundabout, Shared Use Path and sidewalks in the Boones Lick Road and Fairgrounds Road area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's St. Louis District

Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (ADA) (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$2,416,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from

the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of the City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to, the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

*Remainder of Page Intentionally Left Blank*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City \_\_\_\_\_(date).

Executed by MHTC \_\_\_\_\_(date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF ST. CHARLES

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

DocuSigned by:  
*Holly Magdziarz*  
By: \_\_\_\_\_  
25D56664397942C...

Title: Holly Magdziarz Assistant City Attorn

Ordinance No. \_\_\_\_\_

### Appendix A - Project Budget

<b>FINANCIAL PLAN</b>					
<i>Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool acquisition and marketing projects may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.</i>					
<b>Phase of Work<sup>8</sup></b>	<b>Starting Federal Fiscal Year<sup>9</sup></b>	<b>Total Phase Cost</b>	<b>Federal Funds Requested</b>	<b>Sponsor Share</b>	<b>Sponsor Share Percentage</b>
PE / Planning / Environmental Studies	FY 2026	\$ 300,000	\$ 240,000	\$ 60,000	20.00%
Right-of-Way (ROW)	FY 2027	\$ 440,000	\$ 352,000	\$ 88,000	20.00%
Construction Engineering	FY 2028	\$ 20,000	\$ 16,000	\$ 4,000	20.00%
Construction / Implementation	FY 2028	\$ 2,260,000	\$ 1,808,000	\$ 452,000	20.00%
<b>TOTAL PROJECT COST</b>		<b>\$ 3,020,000</b>	<b>\$ 2,416,000</b>	<b>\$ 604,000</b>	<b>20.00%</b>
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			City CIP funds \$120,800 (4%) and St. Charles County Road Board TIP funds \$483,200 (16%)		

## Exhibit A – Scope of Work

Construct a roundabout, a Shared Use Path and sidewalks at Boones Lick Road and Fairgrounds Road.

### Exhibit B – Project Schedule

Project Description: CMAQ-7302(720) Boones Lick Road and Fairgrounds Road Roundabout

<b>PROJECT DEVELOPMENT SCHEDULE</b>			
<i>Note: many stages can occur concurrently.</i>			
<b>Activity Description</b>	<b>Start Date (MM/YYYY)</b>	<b>Finish Date (MM/YYYY)</b>	<b>Time Frame (Months)</b>
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	10/2025	12/2025	2
<b>Engineering services contract submitted and approved*</b>	12/2025	01/2026	1
Environmental review process- NEPA classification and clearance	01/2026	06/2026	5
Public meeting/hearing	06/2026	07/2026	1
Develop and submit preliminary plans	01/2026	06/2026	5
Preliminary plans approved	06/2026	08/2026	2
Develop and submit right-of-way plans	08/2026	10/2026	2
Review and approval of right-of-way plans	10/2026	12/2026	2
<b>Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*</b>	12/2026	01/2027	1
Right-of-way acquisition	01/2027	11/2027	10
Utility coordination	01/2026	04/2028	28
Develop and submit PS&E	11/2027	04/2028	5
<b>District approval of PS&amp;E*</b>	04/2028	06/2028	2
Advertise for bids/bid letting/bid concurrence	06/2028	08/2028	2
Project implementation/construction	08/2028	12/2029	16
* Finish date must match fiscal year for each milestone shown in <b>bold text</b> .			

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:  
 (1) Withholding monthly progress payments;  
 (2) Assessing sanctions;  
 (3) Liquidated damages; and/or  
 (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**3. Records and certified payrolls (29 CFR 5.5)**

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

**3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Certificate Of Completion

Envelope Id: DF68B82D-79A4-4735-A74E-D2195C1A1306

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing\_City Council 7/15 MTHC CMAQ Boones Lick & Fairgrounds

Source Envelope:

Document Pages: 28

Signatures: 2

Envelope Originator:

Certificate Pages: 3

Initials: 9

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

## Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

7/1/2025 4:47:35 PM

grace.capritta@stcharlescitymo.gov

## Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.172.27

Signed using mobile

## Timestamp

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Signed: 7/1/2025 7:52:24 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Sent: 7/1/2025 7:52:28 PM

Viewed: 7/2/2025 5:06:21 PM

Signed: 7/2/2025 5:09:05 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/2/2025 5:09:07 PM

Viewed: 7/3/2025 12:17:36 PM

Signed: 7/3/2025 12:22:45 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/3/2025 12:22:48 PM

Viewed: 7/3/2025 1:26:35 PM

Signed: 7/3/2025 1:27:08 PM

### 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



Sent: 7/3/2025 1:27:10 PM  
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 Signed: 7/3/2025 1:27:48 PM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 35.130.51.195

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



Sent: 7/3/2025 1:27:52 PM  
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 Signed: 7/3/2025 2:09:19 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

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



Sent: 7/8/2025 8:07:37 AM  
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 Signed: 7/8/2025 8:25:25 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Deborah Ryan  
 deborah.ryan@stcharlescitymo.gov  
 Deputy City Clerk  
 City of Saint Charles, MO  
 Delegate Of: Emily B. Galantowicz  
 emily.galantowicz@stcharlescitymo.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sent: 7/8/2025 8:25:28 AM  
 Viewed: 7/8/2025 11:33:11 AM

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

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication  
(None)



Sent: 7/3/2025 2:09:22 PM  
Viewed: 7/8/2025 8:07:36 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

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Engineering	<b>Department Contact:</b>	Rod Harashe/Grace Capritta
<b>Vendor Name &amp; NWS#:</b>	PCX CONSTRUCTION / 19079		
<b>Description/Purpose:</b>	Authorization to execute Change Order #2 with PCX Construction for I-70 West Clay Utility Improvements Water Main Project in the amount of \$1,196,676.00, total contract not to exceed \$2,935,073.88.		
<b>Account #:</b>	514-502-535-873-101 \$955,951.93 514-500-535-873-106 \$240,724.07 (transfer from 22WTR14 to 23ENGST1)		
<b>Project #:</b>	23ENGST1		
<b>Amount of this Routing:</b>	\$ 1,196,676.00	<b>Requisition #:</b>	TBE
<b>Contract Type:</b>	Contract Amendment	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	To Completion	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	24-102	<b>Amendment #</b>	2
		<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$ 1,606,693.00	<b>Total of Previous Amendments:</b>	\$ 131,704.88
<b>Total Contract Value:</b>	\$ 2,935,073.88		

DS  
WJG

**Certifications: to be completed by Originating Department Director**

All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

<b>Printed Name:</b>  Dan Mann	<b>Signature:</b> <small>DocuSigned by:</small> <i>Dan Mann</i>	7/1/2025
--------------------------------------	---	----------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 7/3/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdary</i> 7/7/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 7/7/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 7/8/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS  
*MLO*



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 07/15/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 9

Sponsor(s): Consent Agenda

**Description:**

Authorization to execute Change Order #2 with PCX Construction for I-70 West Clay Utility Improvements Water Main Project in the amount of \$1,196,676.00, total contract not to exceed \$2,935,073.88.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

The original contract and change order #1 with PCX were for the Riverside Sanitary Trunkmain project which are now complete. This Change Order #2 is for PCX to construct the I-70 West Clay Watermain improvements in addition to their previous scope of work.

As part of the MoDOT I-70/Zumbahl Road corridor improvements the City planned to upgrade and replace an existing 6" water main. Bids were solicited by Millstone Weber for this work and PCX Construction (Plattin Creek Excavating) was the low bidder. Due to easement acquisition delays and scheduling issues the water main was not constructed at that time. The City now has all easements and permits to construct the water main. This Change Order #2 reflects the addition of the water main upgrades originally planned with the I-70 improvements. The scope includes the construction of approximately 2,275 LF of new 12" water mains, valves, fittings, hydrants and other associated work. The work related to this Change Order #2 is expected to be completed by the end of 2025. Bid prices with PCX related to this change order were based on bids received by Millstone Weber and adjusted for inflation and minor design changes.

**Staff recommends approval of this Change Order.**

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

**Fiscal Impact:** 1,196,676.00 **Requisition #:** TBE

**Account #:** 514-502-535-873-101 \$955,951.93  
514-500-535-873-106 \$240,724.07 (transfer from 22WTR14 to 23ENGST1)

**Project #:** 23ENGST1

RCA prepared by: RH/GC Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]



300ft

CHANGE ORDER NO 2  
Riverside Sanitary Sewer Trunkmain Rehab Phase 3 Project  
Contract # C24-102

Bid Number 4704

PROJECT: 21SWR15

OWNER: City of Saint Charles

CONTRACTOR: PCX Construction, LLC

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, it is hereby agreed by and between the Owner and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on 4/18/2024.

This change order is to compensate the contractor for the modifications to the work as outlined below.


ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANTITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY TO BE CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
WC1-CO#2	Removal of Improvements	LS	0	1	1	\$7,190.00	\$7,190.00	
WC2-CO#2	Clearing	ACRE	0	0.15	0.15	\$243,000.00	\$36,450.00	
WC3-CO#2	Surveying and Staking	LS	0	1	1	\$3,780.00	\$3,780.00	
WC4-CO#2	Mobilization	LS	0	1	1	\$38,600.00	\$38,600.00	
WC5-CO#2	Traffic Control	LS	0	1	1	\$17,100.00	\$17,100.00	
WC6-CO#2	As-Built Plans	LS	0	1	1	\$3,150.00	\$3,150.00	
WC7-CO#2	Restoration of Small Black Retaining Wall	LS	0	1	1	\$12,600.00	\$12,600.00	
WC8-CO#2	Remove and Reuse Mailboxes (~STA 16+00)	LS	0	1	1	\$6,660.00	\$6,660.00	
WC9-CO#2	Restore Bushes and Mulch (~STA 20+00 to 24+00)	LS	0	1	1	\$8,810.00	\$8,810.00	
WC10-CO#2	Unsuitable Material Remove and Replace (Under Pipe and Pavement)	CY	0	50	50	\$369.00	\$18,450.00	
WC11-CO#2	12" RJ DIP Water Main	LF	0	2275	2275	\$167.00	\$379,925.00	
WC12-CO#2	6" RJ DIP Water Main	LF	0	110	110	\$142.00	\$15,620.00	
WC13-CO#2	24" Steel Casing Pipe & 12" RJ DIP Water Main (Zumbehl - bored)	LF	0	125	125	\$896.00	\$112,000.00	
WC14-CO#2	24" Steel Casing Pipe & 12" RJ DIP Water Main (Creek)	LF	0	100	100	\$448.00	\$44,800.00	
WC15-CO#2	Rock Lining of Creek (MSD 8 w/ fabric)	LS	0	1	1	\$16,400.00	\$16,400.00	
WC16-CO#2	12" RSGV w/Box (MJ)	EA	0	11	11	\$4,610.00	\$50,710.00	
WC17-CO#2	6" RSGV w/Box (MJ)	EA	0	4	4	\$1,880.00	\$7,520.00	
WC18-CO#2	Fire Hydrant Assembly (include tee, gate valve, pipe, etc)	EA	0	5	5	\$11,700.00	\$58,500.00	
WC19-CO#2	Hot Tap existing 24" X12" main with tapping sleeve and valve	EA	0	1	1	\$21,700.00	\$21,700.00	
WC20-CO#2	12" RSGV W/RJ	EA	0	8	8	\$4,660.00	\$37,280.00	
WC21-CO#2	12" RSGV W/RJ In Man hole per City Standard Detail	EA	0	2	2	\$10,100.00	\$20,200.00	
WC22-CO#2	12" MJ Sleeve W/RJ	EA	0	1	1	\$900.00	\$900.00	
WC23-CO#2	12" MJ 45° Bend W/RJ	EA	0	33	33	\$936.00	\$30,888.00	
WC24-CO#2	12"x12" MJ Tee W/RJ	EA	0	1	1	\$1,300.00	\$1,300.00	
WC25-CO#2	12" X 6" MJ Reducer W/RJ	EA	0	1	1	\$707.00	\$707.00	
WC26-CO#2	12"x6" MJ Tee W/RJ	EA	0	3	3	\$959.00	\$2,877.00	
WC27-CO#2	12" 11.25° Bend W/Mega lug RJ	EA	0	5	5	\$811.00	\$4,055.00	
WC28-CO#2	12" 22.5° Bend W/Mega lug RJ	EA	0	7	7	\$1,090.00	\$7,630.00	
WC29-CO#2	6" MJ 22.5° W/RJ	EA	0	3	3	\$561.00	\$1,683.00	
WC30-CO#2	6" RSGV W/ RJ	EA	0	4	4	\$1,760.00	\$7,040.00	
WC31-CO#2	6" MJ 45° Bends W/RJ	EA	0	9	9	\$577.00	\$5,193.00	
WC32-CO#2	6" MJ sleeve W/RJ	EA	0	1	1	\$597.00	\$597.00	
WC33-CO#2	6" MJ Cap W/RJ	EA	0	2	2	\$492.00	\$984.00	
WC34-CO#2	Reconnect Existing Water Service	EA	0	2	2	\$5,380.00	\$10,760.00	
WC35-CO#2	Granular Backfill under pavement	CY	0	90	90	\$84.00	\$7,560.00	
WC36-CO#2	Abandon 6" Water Main (Remove or Grout Fill)	LF	0	2125	2125	\$8.00	\$17,000.00	
WC37-CO#2	Concrete Restoration (8" Non-reinforced)	SY	0	115	115	\$178.00	\$20,470.00	

WC38-CO#2	Asphalt Restoration (10" at Lowe's, 6" elsewhere)	SY	0	355	355	\$111.00	\$39,405.00
WC39-CO#2	Type 5 Base Rock (4" thick)	SY	0	470	470	\$19.00	\$8,930.00
WC40-CO#2	Hydro Testing	LS	0	1	1	\$20,200.00	\$20,200.00
WC41-CO#2	Bypass Pumping at STA 18+00	LS	0	1	1	\$27,300.00	\$27,300.00
WC42-CO#2	Utility Spoil Haul Off	LS	0	1	1	\$25,200.00	\$25,200.00
WC43-CO#2	Silt Fence	LF	0	2026	2026	\$7.00	\$14,182.00
WC44-CO#2	Rock Check Dam Creek Crossing	LS	0	1	1	\$5,590.00	\$5,590.00
WC45-CO#2	SWPPP Compliance	LS	0	1	1	\$3,780.00	\$3,780.00
WC46-CO#2	Seeding and Straw Blanket	SY	0	3000	3000	\$5.00	\$15,000.00
WC47-CO#2	Add Calander Days for Additional work-Start Date from contract NTP 5/13/2024: New Completion Date December 31, 2025	DAYS	360	232	232	592	NA
						<b>TOTAL</b>	<b>\$1,196,676.00</b>

ORIGINAL CONTRACT AMOUNT	\$ 1,606,693.00
CHANGE ORDER # 2 AMOUNT	\$ 1,196,676.00
CHANGE ORDER PREVIOUS	\$ 131,704.88
TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER	\$ 2,935,073.88

PCX Construction, LLC  
CONTRACTOR

City of St. Charles, Missouri  
OWNER

  
By: JORDAN FINLEY Date: 6/24/25

By: Dan Borgmeyer Date: \_\_\_\_\_  
Mayor

ATTEST:


ATTEST:

  
By: Tom Voegtli Date: 6-24-25

By: \_\_\_\_\_ Date: \_\_\_\_\_  
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.

DocuSigned by:  
  
Director of Finance Date: 7/7/2025  
Jennifer O'Connor

**Change Order No. 2**

County: St. Charles  
Project # 15SWR21  
Project: Riverside Sanitary Sewer Trunk main Replacement Phase 3  
Bid Number: 4704

**Description and Reason for Change**

**Items WC1-1 through WC-46**

As part of the MoDot Highway 70/Zumbehl road corridor improvements the City of Saint Charles was going to take the opportunity to upgrade and replace an existing 6 inch water main. Bids were solicited by Millstone Weber for this work and PCX Construction (Plattin Creek Excavating) was the low bidder. Due to easement acquisition delays and scheduling issues the water main was not constructed at that time. The City now has all easements and permits to construct the water main. This change order reflects the addition of the water main upgrades to the current PCX contract for the Riverside Sanitary Sewer Trunk main Rehab Phase 3. Bid prices were based off bids received by Millstone Weber and adjusted for inflation and minor design changes.

The additional scope of work includes the construction of approximately 2275 LF of 12 inch DIP water main, valves, fittings, hydrants, connections and other associated work in the I70/West Clay corridor. By the addition of this work to PCX's current contract we expect this to be completed in 2025.

## Certificate Of Completion

Envelope Id: A08AC730-6834-4E11-8734-72AB94980103

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing\_CC Mtg 7/15 23ENGST1 West Clay Watermain\_PCX

Source Envelope:

Document Pages: 6

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

## Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

7/1/2025 5:32:17 PM

grace.capritta@stcharlescitymo.gov

## Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.172.27

Signed using mobile

## Timestamp

Sent: 7/1/2025 5:36:13 PM

Viewed: 7/1/2025 7:48:44 PM

Signed: 7/1/2025 7:49:35 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Sent: 7/1/2025 7:49:38 PM

Viewed: 7/2/2025 5:10:28 PM

Signed: 7/2/2025 5:13:15 PM

### 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...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/2/2025 5:13:17 PM

Viewed: 7/3/2025 12:43:09 PM

Signed: 7/3/2025 12:44:06 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/3/2025 12:44:08 PM

Viewed: 7/3/2025 1:35:45 PM

Signed: 7/3/2025 1:37:01 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Signer Events

## Signature


## Timestamp

Holly Magdziarz  
holly.magdziarz@stcharlescitymo.gov  
City Attorney  
City of Saint Charles, MO  
Signing Group: LEGAL REVIEW  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Viewed: 7/7/2025 8:49:51 AM  
Signed: 7/7/2025 8:50:54 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:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 174.86.173.148  
Signed using mobile

Sent: 7/7/2025 8:50:56 AM  
Viewed: 7/7/2025 7:45:09 PM  
Signed: 7/7/2025 7:45:32 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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Sent: 7/7/2025 7:45:35 PM  
Viewed: 7/8/2025 10:42:43 AM  
Signed: 7/8/2025 10:42:59 AM

Deborah Ryan  
deborah.ryan@stcharlescitymo.gov  
Deputy City Clerk  
City of Saint Charles, MO  
Delegate Of: Emily B. Galantowicz  
emily.galantowicz@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sent: 7/8/2025 10:43:01 AM  
Viewed: 7/8/2025 11:35:24 AM

Daniel J. Borgmeyer  
dan.borgmeyer@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kim Hudson  
kimberly.hudson@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 7/7/2025 7:45:35 PM  
Viewed: 7/8/2025 7:49:22 AM

Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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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 30, 2025

Subject: Monies collected and deposited JUNE, 2025

---

Remarks: The Municipal Division collected and deposited a total of **\$108,986.49** from the court during the month of ***June, 2025***

**GRAND TOTAL DISBURSED TO CITY FOR JUNE, 2025 \$92,813.55**

MISSOURI JUDICIARY  
 ST. CHARLES CITY MUNICIPAL  
 CIRCUIT COURT DISBURSEMENT LISTING  
 SUMMARY REPORT  
 FROM 01-Jun-2025 TO 30-Jun-2025

ST CHARLES CITY MUNICIPAL  
 Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
<b>Total Checks Issued</b>			
Restitution	5034	1,956.61	(3)
Due To Debt Collection	5074	4,337.02	(25)
Clerk Fee-Municipal	6002	2,893.75	(1)
Court Automation	6008	4,135.30	(1)
CVC Surcharge State	6016	4,212.11	(1)
CVC Surcharge Muni	6018	89.18	(1)
Law Enf Arrest-Local	6020	1,797.96	(1)
LET-County	6022	1,185.00	(1)
POST-State	6024	590.76	(1)
Dom Viol - Muni	6032	2,354.93	(1)
Restitution	6034	150.00	(1)
Fine-Muni Ordin Other	6040	40,933.50	(1)
Inmate Security Fund	6056	1,182.50	(1)
Due To Debt Collection	6074	200.94	(1)
Clerk Fee-E/R	6102	4,195.33	(1)
CVC Surcharge-E/R	6118	129.35	(1)
Fines-E/R	6141	37,552.05	(1)
Overpayments Detail Code	7506	590.20	(5)
Bond Forfeit-E/R	9201	400.00	(1)
Bonds Forfeited	9202	100.00	(1)
Bonds Refunded	9204	3,198.51	(31)
<b>Net Cash Out</b>		<b>112,185.00</b>	<b>(81)</b>

- 3,198.51 → Bonds refunded  
 \$ 108,986.49 → 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.*

<b>I. COURT INFORMATION</b>		Municipality: St. Charles City Municipal	Reporting Period: Jun 1, 2025 - Jun 30, 2025	
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303				
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303			County: St. Charles County	Circuit: 11
Telephone Number:		Fax Number:		
Prepared by: Miranda Scott		E-mail Address: MIRANDA.SCOTT@COURTS.MO.GOV		
Municipal Judge: NICHOLAS BROCKMEYER				
<b>II. MONTHLY CASELOAD INFORMATION</b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		162	8,299	2,184
B. Cases (citations/informations) filed		4	234	56
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	1	0
4. plea of GUILTY in court		13	472	85
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	184	4
6. dismissed by court		0	25	14
7. <i>nolle prosequi</i>		0	32	11
8. certified for jury trial (not heard in Municipal Division)		0	1	1
<b>9. TOTAL CASE DISPOSITIONS</b>		13	715	115
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		153	7,818	2,125
E. Trial de Novo and/or appeal applications filed		0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>				
1. # Issued during reporting period		637	<b>IV. PARKING TICKETS</b>	
2. # Served/withdrawn during reporting period		458	1. # Issued during period	
3. # Outstanding at end of reporting period		7,165	<input type="checkbox"/> Court staff does not process parking tickets	
			0	

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: St. Charles City Municipal	Reporting Period: Jun 1, 2025 - Jun 30, 2025
--------------------------	--	--

<b><u>V. DISBURSEMENTS</u></b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> 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	\$37,552.05	Court Automation	\$4,135.30
Clerk Fee - Excess Revenue	\$4,195.33	Due To Debt Collection	\$4,537.96
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$129.35	Law Enf Arrest-Local	\$1,797.96
		Overpayments Detail Code	\$590.20
Bond forfeitures (paid to city) - Excess Revenue	\$400.00	<b>Total Other Disbursements</b>	<b>\$11,061.42</b>
<b>Total Excess Revenue</b>	<b>\$42,276.73</b>	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$108,986.49</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Bond Refunds</b>	<b>\$3,184.51</b>
		<b>Total Disbursements</b>	<b>\$112,171.00</b>
Fines - Other	\$40,933.50		
Clerk Fee - Other	\$2,893.75		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$590.76		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$4,212.11		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$89.18		
Law Enforcement Training (LET) Fund surcharge	\$1,185.00		
Domestic Violence Shelter surcharge	\$2,354.93		
Inmate Prisoner Detainee Security Fund surcharge	\$1,182.50		
Restitution	\$2,106.61		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$100.00		
<b>Total Other Revenue</b>	<b>\$55,648.34</b>		

**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 7/15/2025

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  
City Clerk Staff: CEK Council Member(s): NA Dept. Dir.: 



## RECORDS DESTRUCTION FORM

**Purge Date:** \_\_\_\_\_ (to be completed by City Clerk staff)  
**Department:** City Clerks

DATE	SECTION USED TO DETERMINE RETENTION SCHEDULE	NAME OF RECORDS	YEAR(S) OF RECORDS	MINIMUM RETENTION PERIOD
6/25/2025	GS 012	Correspondence - General	2010, 2011, 2012	1 Year
6/25/2025	GS 012.1	Correspondence - Transitory	2010, 2011, 2012	1 Year
6/25/2025	GS 044	Board and Commission Appointments	2010, 2011, 2012	1 Year
6/25/2025	GS 040	Grant Records	2010, 2011, 2012	3 Years
6/25/2025	GS 050	Permits and Licenses	2010, 2011, 2012	2 Years
6/25/2025	GS 093	Annual CID Budget	2010, 2011, 2012	Permanent Already Scanned
6/25/2025	GS 105	Board Election Ballots	2010, 2011	1 Year
6/25/2025	GS 060	Contracts, Leases and Agreements	2010, 2011, 2012	5 Years
6/25/2025	MRRS 0039	Petitions	2010	5 Years
6/25/2025	EA 028.013	Certification of Election Results	2010, 2011, 2012	22 Months
6/25/2025	GS 026	Employee Personnel Records	2010	10 Years After Separation
6/27/2025	GS 009	Purchasing Records	2011, 2012	3 years + COA
6/27/2025	GS 010	Banking & Investment Records	2011, 2012	1 Year + COA
6/27/2025	GS 047	Policy & Procedure Files	2011	1 Year
6/27/2025	GS 092	CID Annual Budget	2011, 2012	Permanent Already Scanned

GS = General Schedule  
 COA = Completion of Audit  
 MRRS = Municipal Record Retention Schedule

Submitted by: Chris Kalips Date: 6/25/2025

Approved by: Kimberly Hudson Date: 6/25/2025  
 Printed Name

Approved by: Kimberly Hudson  
 Signature

HEM  
7/7/2025

**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







**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.

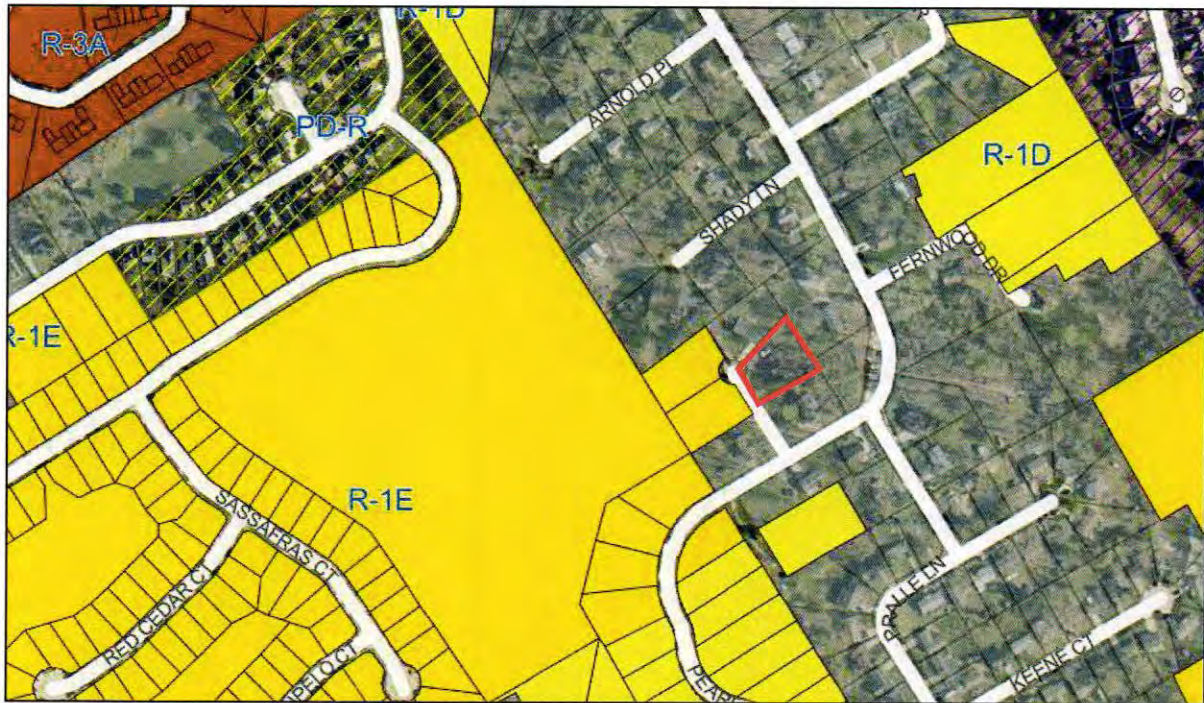


Figure 1: Area zoning Map.

### **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.*

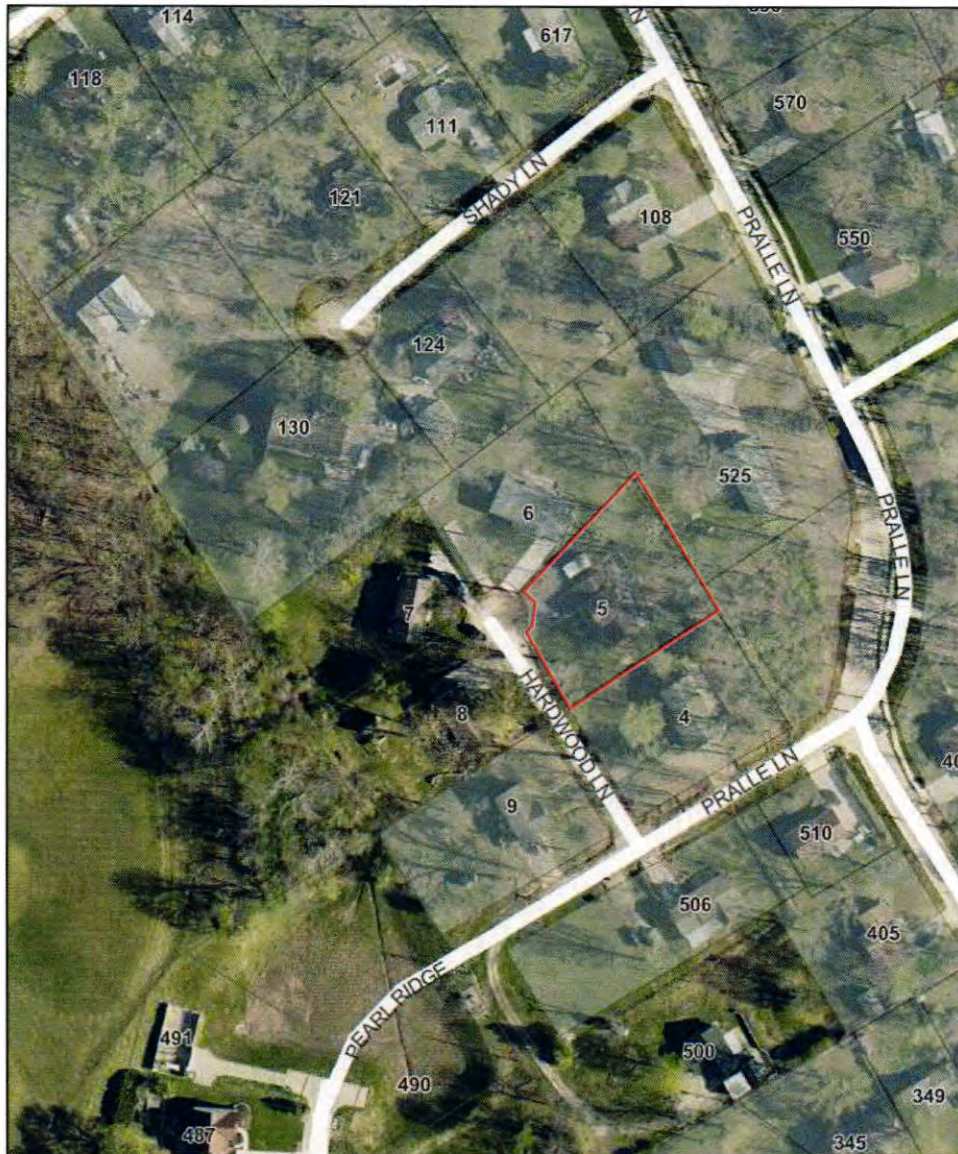


Figure 2: Aerial photo of the Subject Property.



*Figure 3: Photo of the Subject Property.*

20151027000711280 W D  
Bk:DE6441 Pg:1963  
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.

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.*

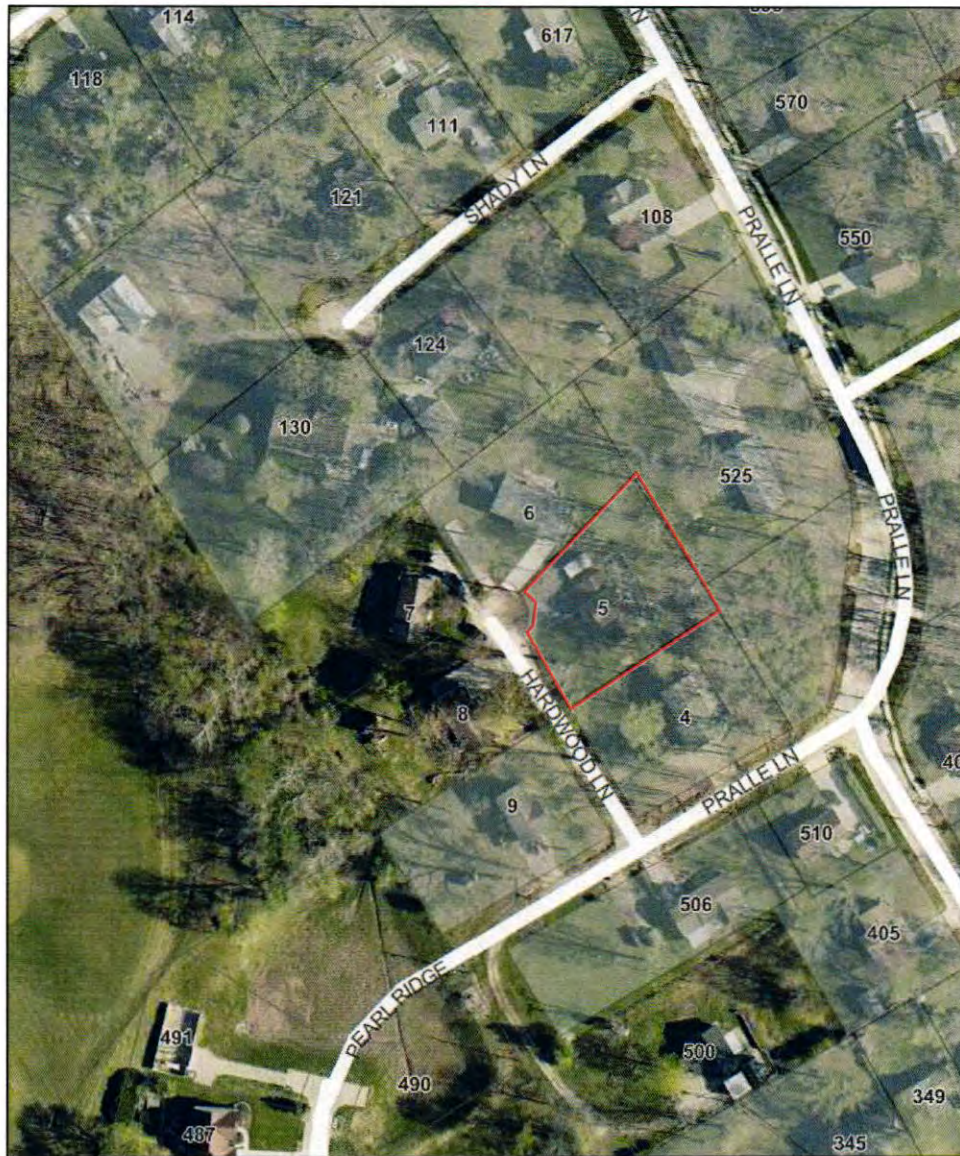


Figure 2: Aerial photo of the Subject Property.



*Figure 3: Photo of the Subject Property.*

20151027000711280 W D  
Bk:DE6441 Pg:1963  
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.



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:***

<b><u>Direction</u></b>	<b><u>Zoning</u></b>	<b><u>Use</u></b>
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.

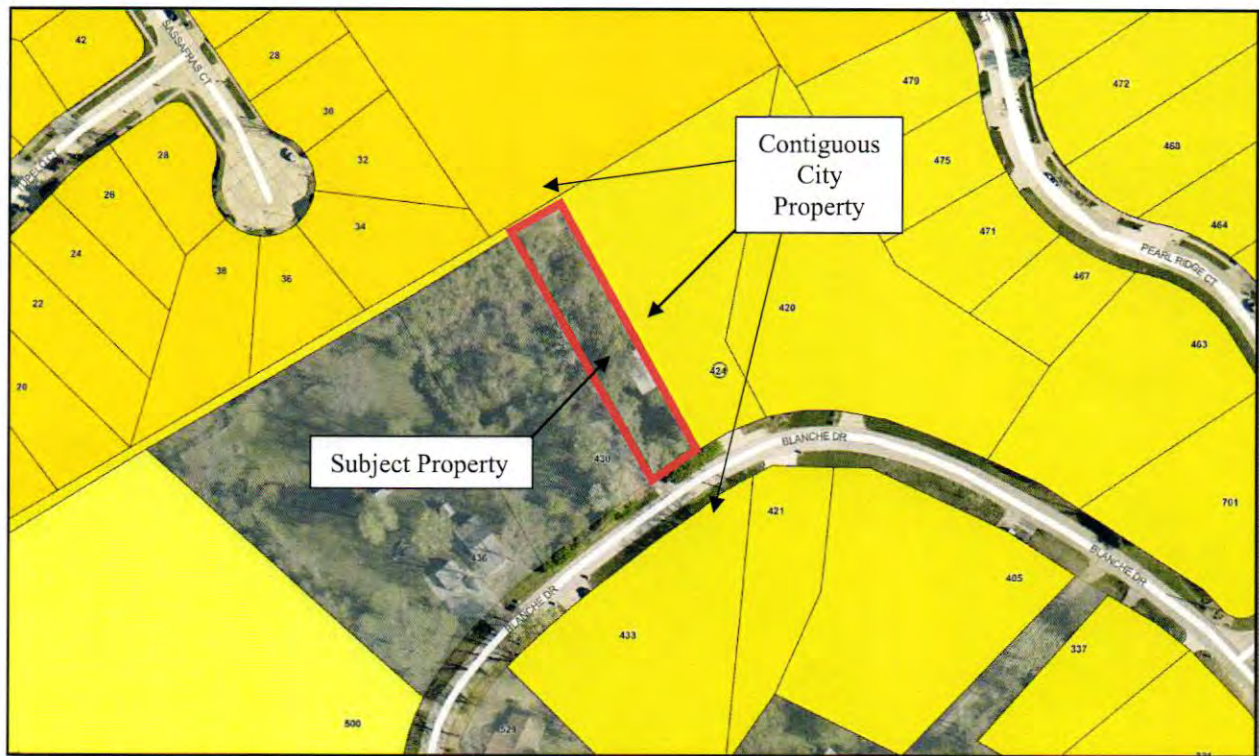


Figure 1: Zoning map of the subject property and surrounding area.

### **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. 372, Pg. 432

FRANKS SURVEY, N. 1/2 SECTION  
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1047-1049, 1051-1053, 1055-1057, 1059-1061, 1063-1065, 1067-1069, 1071-1073, 1075-1077, 1079-1081, 1083-1085, 1087-1089, 1091-1093, 1095-1097, 1099-1101, 1103-1105, 1107-1109, 1111-1113, 1115-1117, 1119-1121, 1123-1125, 1127-1129, 1131-1133, 1135-1137, 1139-1141, 1143-1145, 1147-1149, 1151-1153, 1155-1157, 1159-1161, 1163-1165, 1167-1169, 1171-1173, 1175-1177, 1179-1181, 1183-1185, 1187-1189, 1191-1193, 1195-1197, 1199-1201, 1203-1205, 1207-1209, 1211-1213, 1215-1217, 1219-1221, 1223-1225, 1227-1229, 1231-1233, 1235-1237, 1239-1241, 1243-1245, 1247-1249, 1251-1253, 1255-1257, 1259-1261, 1263-1265, 1267-1269, 1271-1273, 1275-1277, 1279-1281, 1283-1285, 1287-1289, 1291-1293, 1295-1297, 1299-1301, 1303-1305, 1307-1309, 1311-1313, 1315-1317, 1319-1321, 1323-1325, 1327-1329, 1331-1333, 1335-1337, 1339-1341, 1343-1345, 1347-1349, 1351-1353, 1355-1357, 1359-1361, 1363-1365, 1367-1369, 1371-1373, 1375-1377, 1379-1381, 1383-1385, 1387-1389, 1391-1393, 1395-1397, 1399-1401, 1403-1405, 1407-1409, 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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. Qao 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. DM Finance Dir. gao Dir. of Admin. G

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 (150<sup>th</sup>) 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

  
\_\_\_\_\_  
Brandon S. Eckardt                                      Date                      6/17/25

**Attest:**

\_\_\_\_\_  
Managing Partner  
Title

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

**Approved as to Legal Form:**

                      6/19/2025  
\_\_\_\_\_  
Holly Magdziarz, City Attorney                      Date



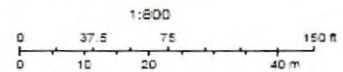
**Exhibit A**

**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:

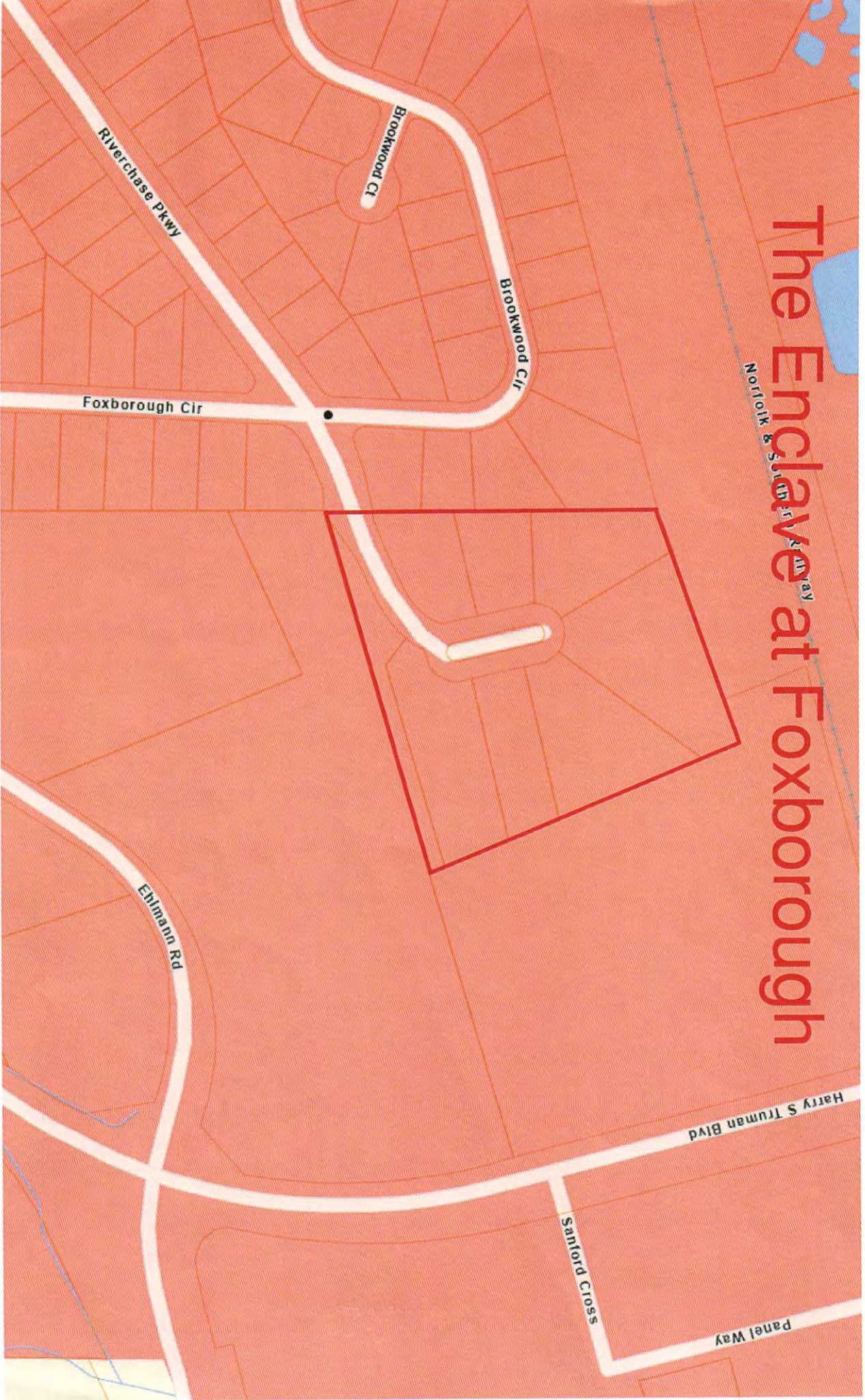
Holly Magdziarz 6/19/2025  
\_\_\_\_\_  
Holly Magdziarz, City Attorney Date

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



# The Enclave at Foxborough

Norfolk & Suffolk County



**RCA FORM (OFFICE USE ONLY)**

Bill # 14000

MEETING/DATE: 7/15/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 5

Sponsor(s): Denise Mitchell

**Description:**

Authorization to execute a License Agreement with Greater Midwest Sports Marketing LLC (GMB) for the use of the Wapelhorst Ball Field Complex for tournaments on weekends only from 2026-2030.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

The Request For Proposals (RFP) was sent to companies that schedule and operate baseball and softball tournaments. The RFP requested a group to partner with the City to host tournaments on the weekends at the four (4) field Wapelhorst Ball Field Complex from March through October for a 5 year period from 2026-2030.

On May 21st, 2025 the City received 3 proposals. The proposals came from Game 7 Baseball Inc., Play 9 Sports LLC. and Greater Midwest Sports Marketing LLC (GMB).

Staff evaluated the proposals based on the criteria provided in the RFP. The proposal from GMB was deemed to be most comprehensive while at the same time being the best financially.

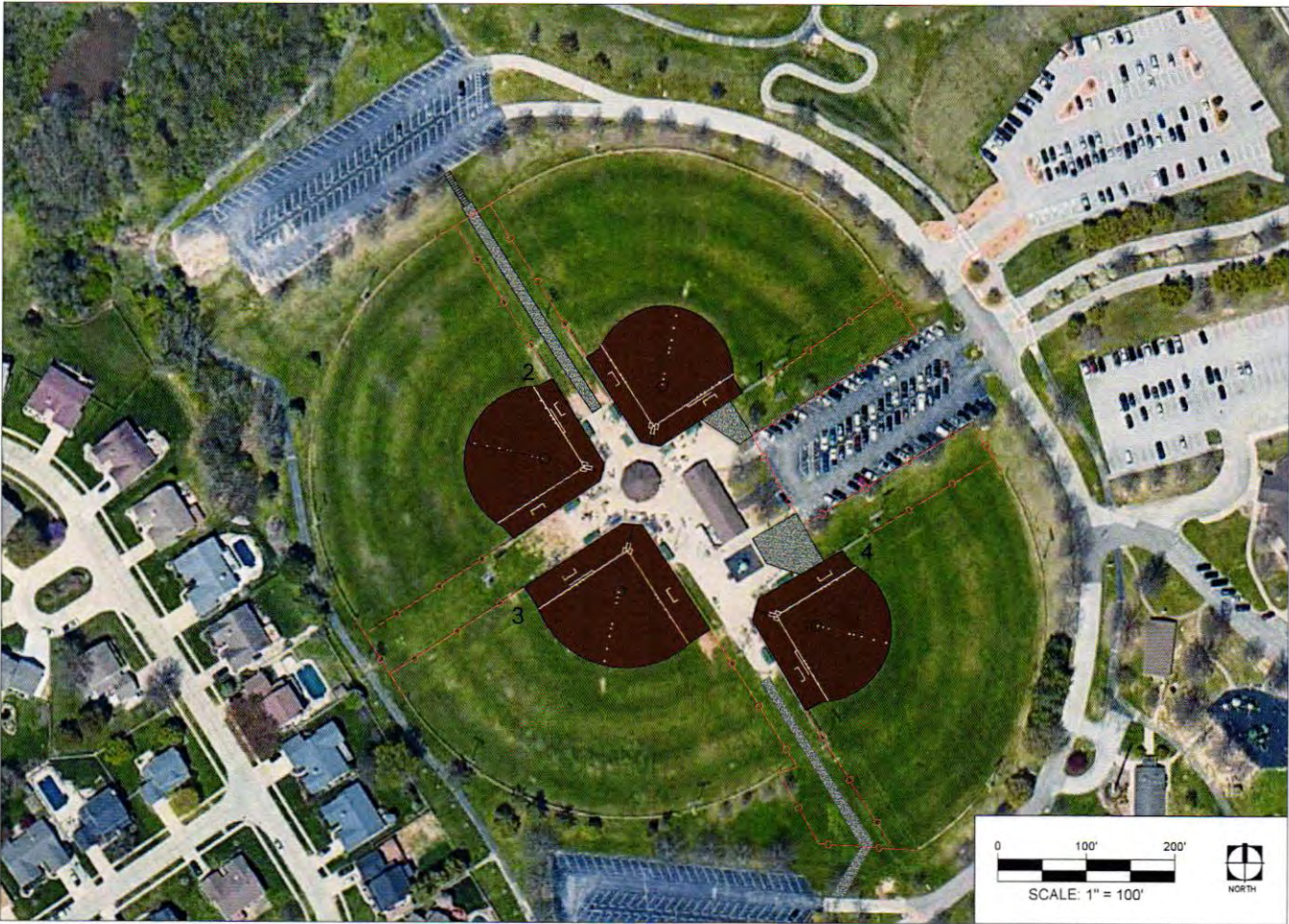
**Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

**Fiscal Impact:** \$ 625,000.00 N/A

**Account #:** \$125,000 per year for 5 years.

**Project #:** NA

RCA prepared by: CA Dept. Dir. MMB Finance Dir. Cpo Dir. of Admin. D



**Byrne & Jones  
CONSTRUCTION**  
1000 W. Main Street  
St. Louis, Missouri 63104  
(314) 967-7787  
www.bjconstruction.com



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**WAPELHORST PARK  
ATHLETIC IMPROVEMENTS  
ST. CHARLES, MO**  
SITE LAYOUT

JOB # 000000

DATE: 6.3.25

DRAWN BY:

END

SHEET

C1.1

## MEMORANDUM

**Date:** June 30th, 2025

**From:** Chris Atkinson, Assistant Director of Parks & Recreation

**RE:** License Agreement with Great Midwest Sports Marketing LLC (GMB) to schedule and operate tournaments at the Wapelhorst Ball Field Complex from 2026-2030.

### Summary:

Beginning in August 2025 the Wapelhorst Ball Field Complex will begin a \$2,000,000 improvement project that will replace the dirt infields with artificial turf infields. The project also includes adding batting cages, extending fences, improving irrigation, adding additional access points to the complex and renovating the current large gazebo. This project will be completed by the end of 2025 with play to begin in the spring of 2026. This project will make the infields at Wapelhorst Park the first location with multiple artificial turf baseball/softball fields in all of St. Charles County.

The increased certainty of game play (no rainouts due to turf) which teams and clubs look for when signing up for tournaments and leagues, increased field rental revenue potential, increased concession revenue from increased attendance, increased hotel/discretionary spending in the City and the decreased amount of field maintenance needed to operate the fields made this a great opportunity for the City.

On April 21<sup>st</sup>, 2025 staff put out a Request for Proposals for a partner/lease/operator that we would bring in and operate tournaments on the weekends from March - October beginning in 2026. The complex would still be home to men's and co-ed slow pitch softball leagues Monday -Thursday and Sunday evenings as well as our programs such as tee-ball.

Three (3) well-known local groups submitted proposals: GMB, Game7 and Play 9. All of these groups currently host tournaments around the Midwest. The proposals were reviewed and it was determined by staff that the proposal from GMB was the most comprehensive and best financially for the City.

GMB's proposal would utilize the 4 fields at the complex for youth baseball tournaments for 11U through 14U for 31 weekends with 52 games being played per weekend. (March – October). They would pay the City \$125,000 per year for 5 years or \$625,000 to use the fields over that 5 year period.

To put that in historical perspective in just "field rental" terms see below:

2026	Field Rental Income - \$125,000	31 weekends
2025	Field Rental Income - \$12,000 (Estimated)	13 weekends (7 impacted by weather)
2024	Field Rental Income - \$14,000	16 weekends (12 impacted by weather)
2023	Field Rental Income - \$21,000	20 weekends (12 impacted by weather)
2022	Field Rental Income - \$14,000	13 weekends (3 impacted by weather)
2021	Field Rental Income - \$15,000	16 weekends
2020	Field Rental Income - \$21,000	16 weekends

The numbers above do not factor in the increased revenue that the Department would receive from increased concession sales. The Parks & Recreation Department is going to keep operating the concessions as part of the agreement at the complex during the tournaments - \$8,000-\$10,000 per weekend in revenue on large tournaments.

The number also does not factor in in the increased money being spent on hotel nights and spending in restaurants here in the community by the teams and the players that are coming into the City to play in the tournaments. (Last year GMB had 4000 room nights in St. Louis and St. Charles County with 3000 being in St. Louis County and 1000 being in St. Charles County. They expect those a large portion of those 3000 room nights from St. Louis County to switch over to St. Charles County since the games will now be played in St. Charles City).

The number above does not factor in the opportunity to increase revenue from our men's/coed slow pitch softball leagues (Monday, Tuesday, Wednesday, Thursday and Sunday nights) where we can increase the length of leagues due to not having to schedule time for rainouts.



[www.playgmb.com](http://www.playgmb.com)



[www.PLAYGMB.com](http://www.PLAYGMB.com)  
City of St Charles Parks and Recreation

**“Wapelhorst Ballfield Tournament  
Partnership/Lease Proposal”  
25PRKRFP001**



[www.playgmb.com](http://www.playgmb.com)

“THE BEST TOURNAMENTS IN TOWN”

**PREPARED and SUBMITTED BY:**

Eric Hooper  
Owner and Founder  
[www.playgmb.com](http://www.playgmb.com)  
314-753-0627  
[eric@gmb2.com](mailto:eric@gmb2.com)



[www.playgmb.com](http://www.playgmb.com)



May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRFP001  
Wapelhorst Ballfield Partnership/Lease Proposal



Letter of Intent ..... 1

GMB Overview ..... 2

The Numbers - GMB Tournament Team Count ..... 3

GMB Reach Outside of Metro STL ..... 4

GMB 2024 Hotel Nights Recap ..... 5

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GMB Typical Field Grid and Weekend Overview .....8

GMB 2025 Spring / Summer Tournament Calendar ..... 9

GMB – Wapelhorst Park 2026 – 2030 Lease Program .....10

GMB References.....11

Eric Hooper  
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[eric@gmb2.com](mailto:eric@gmb2.com)



May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRFP001  
Wapelhorst Ballfield Partnership/Lease Proposal

Chris Atkinson  
City of St Charles  
1900 W. Randolph Street  
St, Charles, Mo 63301



On behalf of GMB ([wwwplaygmb.com](http://www.playgmb.com)), I enthusiastically invite you and your selection committee to choose [www.PLAYGMB.com](http://www.PLAYGMB.com) as your Wapelhorst Park Tournament provider for all tournament activities for the 2026 through 2030 seasons with possibility of 1 year Extensions after the initial 5 year time frame.

Greater Midwest Sports Marketing LLC is the operating LLC for [www.playgmb.com](http://www.playgmb.com).

GMB annually hosts over 5,000 teams in a 7 State Region. GMB can and will deliver continued Best Of Class Youth Baseball tournaments events that will optimize Wapelhorst Park while providing outstanding annual Economic Impact for the City of St Charles.

Additionally, GMB will continue to work with your established local Adult Sports Programs to ensure that every participating player receives ample opportunity to utilize Wapelhorst Park.

GMB pledges to provide to your St Charles Parks and Rec Staff and Wapelhorst Park an outstanding Weekend Tournament Experience with First Class Management and a First Class Atmosphere.

Sincerely

Eric Hooper  
Owner and Founder  
[www.playgmb.com](http://www.playgmb.com)  
314-753-0627  
[eric@gmb2.com](mailto:eric@gmb2.com)



May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRFP001  
Wapelhorst Ballfield Partnership/Lease Proposal

Chris Atkinson  
City of St Charles  
1900 W. Randolph Street  
St, Charles, Mo 63301

[www.playgmb.com](http://www.playgmb.com)  
Founder Eric Hooper



### **GMB ([www.playgmb.com](http://www.playgmb.com)) Overview**

**GMB**, based in St Louis, MO, GMB is the Premium Youth Baseball Tournament provider in a 7 State Region including Missouri, Illinois, Wisconsin, Indiana, Ohio, Kentucky, and Tennessee. Established in 2010, GMB scheduled over 5,000 teams during the 2024 Spring / Summer and Fall Seasons. GMB offers ages 7U thru 17U/18U.

**GMB**, Tournaments Are Best of Class in Customer Service, Facilities, Divisional Play, Scheduling Software, Awards, Umpires, and Promise a Fantastic Tournament Experience for The Players, Coaches and Parents.

**GMB**, schedules Travel Teams across all divisions of play from Top To Bottom, AAA/Major, A/AA and American Blue/Single A Rec. GMB strives to provide a tournament experience and atmosphere where all teams at all levels can compete.

**GMB**, currently has 4,641 teams registered for the 2025 Spring / Summer Season. And will schedule 450 to 500 teams during the Fall 2025 Season.

**GMB**, offers the Best Tournaments in Town and Continues to out pace all competitors within the Midwest Region and the St Louis Market which Includes Metro St Louis and Metro East, Illinois-St Louis.

**#gmbthebesttournamentsintown**  
**www.playgmb.com**

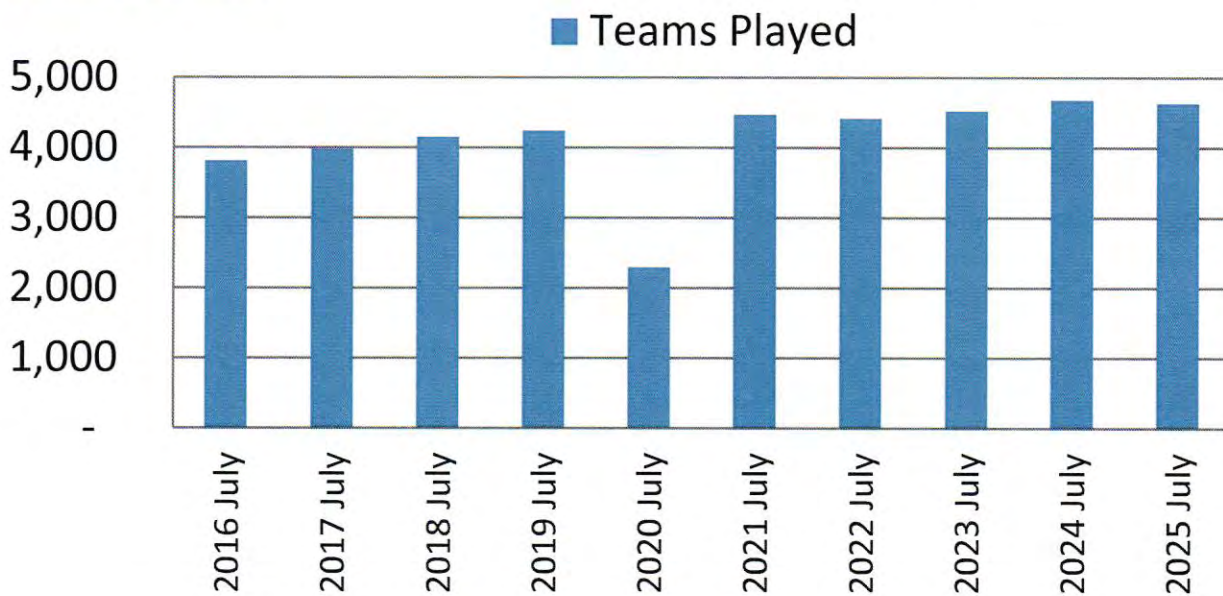
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GMB Current Team Count 2025

[www.playgmb.com](http://www.playgmb.com)



4,683 Played During The  
2024 Spring / Summer Season

Currently 4,641 Teams Registered for  
2025 Spring / Summer Season

450 Fall Ball Teams in 2024

May 21<sup>st</sup>, 2025  
 City of St Charles Parks and Recreation  
 25PRKRFP001  
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PlayGMB  
 GMB Tournament Team Reach Outside Metro St Louis

[www.playgmb.com](http://www.playgmb.com)



**2025 GMB Spring / Summer Season**  
**\* 4,641 Teams Registered YTD \***  
 (2,745 Which Are Unique Teams)  
 (Teams Play Multiple Weekends with GMB)

\* 1,810 Teams Registered from Area Codes 314 / 636 / 618 In 2025 \*  
 ~ GMB Considers Teams In The 314 / 636 / 1618 Area Codes As Metro St Louis Based ~

**\* 61% of GMB's Total Teams That Registered In 2025 Will Have The Opportunity and Choice to Travel Into St Charls County for the 2026 Season @ Wapelhorst**

\*\* **2,873 Teams** That Have Registered with GMB for the 2025 Spring / Summer Season Reside Outside of the 314, 636 and 618 area codes and Wil Be Encouraged to Travel St Charles County for 2026 GMB Tournament Season \*\*

Teams Registered	Total Teams	% of Total
2025 GMB Thru July	4,641	100%
2025 GMB - 314 Area Code	668	14%
2025 GMB - 636 Area Code	232	5%
2025 GMB 618 Area Code	910	20%
2025 GMB All Other Area Codes	2,873	61%

**GMB Can and Will Drive Teams, Coaches, Players and Families Into St Charles County**  
**#gmbthebesttournamentsintown**

May 21<sup>st</sup>, 2025  
 City of St Charles Parks and Recreation  
 25PRKRFP001  
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PlayGMB  
 "The Numbers - Hotel"

[www.playgmb.com](http://www.playgmb.com)  
 GMB Hotel Nights Overview  
 Data Provided By Impact Housing and Playbook365

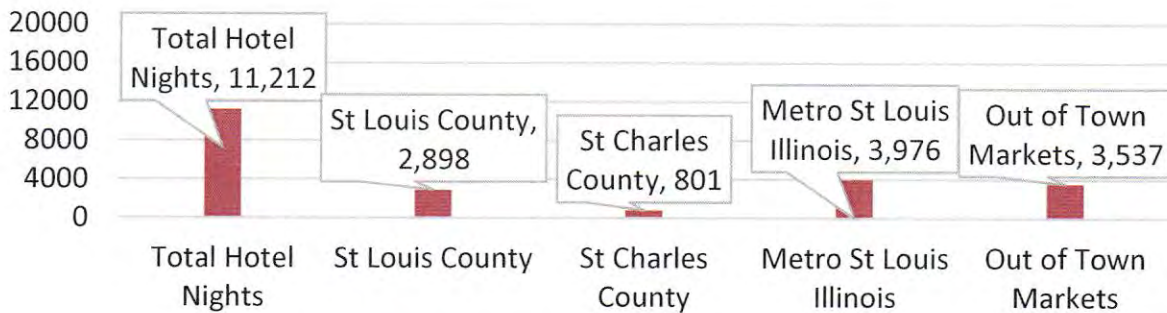
- 2024 Spring / Summer  
 Team Hotel Nights**
- \* Total GMB 11,212 Across All Markets
  - \* St Louis County 2024 = 2,898
  - \* St Charle County 2024 = 801
  - \* St Louis County Nights Will Shift To St Charles County 2026



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Estimating 4,000 GMB  
 2025 Hotel Nights  
 St Louis County  
 St Charles County

GMB  
 Hotel Nights Overview 2024  
 Spring / Summer / Fall  
 All Markets



Impact Housing  
 Cat Young

[www.impact-hshousing.com](http://www.impact-hshousing.com)  
 cat.young@impact-hs.com

May 21<sup>st</sup>, 2025  
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PlayGMB  
emails and Social Media Reach"  
360 Playbook Software



[www.playgmb.com](http://www.playgmb.com)

**GMB - PlayBook 365**

Event Housing & Sports Management Software

Centrally manages GMB Tournaments and Event Housing w/Impact Housing

Allows GMB to schedule tournaments and communicate with Coaches and Parents via email blast and txt streams that are collect through Playbook365.

**GMB Houses Over 165,000 Coaches and Parent emails**

GMB / Playbook - 55,000 emails (Coaches and Parents)  
Youth Baseball Network / Constant Contact - 115,000 emails (Coaches and Parents)  
(GMB-owned Marketing Group) - 115,000 emails)

Overview, GMB Social Media Reach

Platform	FB Followers	X Followers	Insta Followers	Tik Tok	email Data Base
PLAYGMB	16K	8.7K	3.3K	3.3K (52K Likes)	55K
Youth Baseball Network	3K	.5K	1K		110K
Total	19K	9.2K	4.3K	3.3K	165,000 emais

Source: GMB and Youth Baseball Network Social Pages 5/19/2025



May 21<sup>st</sup>, 2025  
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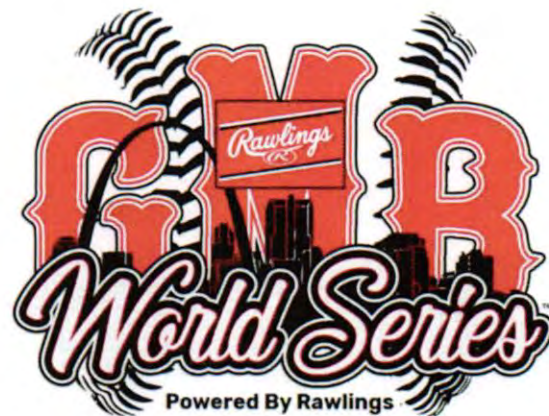
**PlayGMB**  
Metro St Louis GMB Tournament Partners 2026  
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March 27<sup>th</sup> – 29<sup>th</sup>, 2026  
April 24<sup>th</sup> – 26<sup>th</sup>, 2026  
Memorial Day 2026



June 25<sup>th</sup> – 28<sup>th</sup>, 2026  
4 Day Event  
134 Teams In 2025



5,000 Tickets Sold YTD In 2025  
All Out of Town Coaches, Kids and Parents  
2,200 Tickets on 6/6/25 v Dodgers  
2026 Cardinals Schedule – July Release



May 21<sup>st</sup>, 2025  
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Founder Eric Hooper



### GMB Typical Field Grid and Weekend Overview @ Wapelhorst

#### Spring / Summer 2026 - 2027 - 2028 - 2029 - 2030

52 Each Game Slots

22 Weekends = 1,144 Possible Games

#### First and Last Spring/Summer Dates

3/6 - 3/8/26 - First

7/31 - 8/2/26 - Last

See Typical Spring / Summer Weekend Field Grid - Exhibit A

#### Fall 2026 - 2027 - 2028 - 2029 - 2030

44 Each Game Slots

Fall Ball Is Typically Not Played on Friday Night

~ Friday Night Fall League Opportunities

Tarvel Teams Do Not Typically Play Over Labor Day Weekend

9 Weekends = 396 Possible Game Slots

#### First and Last Fall Dates

8/22 - 8/23 - First

10/24 - 10/25 - Last

See Typical Fall Weekend Field Grid - Exhibit B

**1,540 Games Slots in 2026**  
**PLAYGMB - Wapelhorst Park**



May 21<sup>st</sup>, 2025  
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**2026 GMB Tournament**  
**Spring / Summer Calendar**  
**22 Weekends**

**Fall Schedule Developed and Released By 6/1 of Each Season – 9 Weekends**

2026 Dates	Facility	Tournament
3/7 - 3/8/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Season Opener - Missouri Turf
3/13 - 3/15/2026	Wapelhorst Park, St Charles, Mo	2026 GMB St Patty's Day Bash - Missouri Turf
3/20 - 3/22/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Gold Ring Championships - Missouri Turf
3/27 - 3/29/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Rawlings Championships Series - Missouri Turf
4/3 - 4/4/2026	Wapelhorst Park, St Charles, Mo	2026 Easter Eggstravaganza - Missouri Turf
4/10 - 4/12/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Can of Corn Classic - Missouri Turf
4/17 - 4/19/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Gold Ring Regionals - Missouri Turf
4/24 - 4/26/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Rawlings Championships Series - Missouri Turf
5/1 - 5/3/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Dinger deMayo - Missouri Turf
5/8 - 5/10/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Mother's Day Classic - Missouri Turf
5/15 - 5/17/2026	Wapelhorst Park, St Charles, Mo	2026 GMB G2 Championships - Missouri Turf
5/22 - 5/24/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Memorial Day Classic - Missouri Turf
5/29 - 6/31/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Bucket Bash - Missouri Turf
6/5 - 6/7/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Panama Hacks Classic - Missouri Turf
6/12 - 6/14/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Super 200
6/19 - 6/21/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Father's Day Classic - Missouri Turf
6/25 - 6/28/2026	Wapelhorst Park, St Charles, Mo	2026 GMB World Series powered by Rawlings
7/3 - 7/5/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Freedom Classic
7/9 - 7/12/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Nationals
7/17 - 7/19/2026	Wapelhorst Park, St Charles, Mo	2026 GMB Elite World Series
7/24 - 7/26/2026	Wapelhorst Park, St Charles, Mo	2026 GMB High School Championships
7/31 - 8/2/2026	Wapelhorst Park, St Charles, Mo	Youth Baseball Network Games

**See All 2026 GMB – Wapelhorst Tournament Boxes – Exhibit C**



May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRFP001  
Wapelhorst Ballfield Partnership/Lease Proposal

[www.playgmb.com](http://www.playgmb.com)

Greater Midwest Sports Marketing LLC  
Eric Hooper  
Founder / Owner



### **PlayGMB Annual Leasing Fees Paid To City of St Charles Parks and Recreation**

\$125,000 per Year paid to City of St Charles Parks and Recreation for Wapelhorst Annual Lease Program – Years 2026, 2027, 2028, 2029 and 2030

\* Fees Paid in Return for Wapelhorst Park Field Access for the 22ea Spring / Summer and Fall Weekends – 31 Weekends Total Detailed on Page 8

#### Payment Schedule

3/1/26 - \$250,000 Paid to City of St Charles Parks and Recreation  
~ Paid For 2026 and 2027 Wapelhorst Weekend Lease as Noted on Page 8

3/1/28 - \$125,000 Paid to City of St Charles Parks and Recreation  
~ Paid For 2028 Wapelhorst Weekend Lease

3/1/29 - \$125,000 Paid to City of St Charles Parks and Recreation  
~ Paid For 2029 Wapelhorst Weekend Lease

3/1/30 - \$125,000 Paid to City of St Charles Parks and Recreation  
~ Paid For 20230 Wapelhorst Weekend Lease  
~ GMB would like the Option of Paying \$250,00 on 3/1/30 to Include 2030 and 2031 Lease Fees

This Program Will Allow GMB To Develop, Promote and Operate Tournament Weekends without Daily Gate Fees

~ GMB would reserve the right to utilize a gate fees for the GMB World and GMB Nationals

May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRFP001  
Wapelhorst Ballfield Partnership/Lease Proposal



PlayGMB – References

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May 21st, 2025
City of St Charles Parks and Recreation
25PRKRF001
Wapelhorst Ballfield Partnership/Lease Proposal

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Founder Eric Hooper



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2026 GMB Tournament
Spring / Summer C
22 Weekends

Spring / Summer Field Grid

Table with 6 columns: Day, Time, WH #1, WH #2, WH #3, WH #4. Rows include Friday, Saturday, and Sunday with game times and field assignments. Summary row shows Total Games: 13 per field, 52 total.





May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
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Founder Eric Hooper



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**2026 GMB Tournament**  
**Fall Season**  
**9 Weekends**

**Fall Field Grid**

2026 Fall Ball						
Saturday	8:30am	14U	13U	12U	11U	
	10:30am	14U	13U	12U	11U	
	12:30pm	14U	13U	12U	11U	
	2:30pm	14U	13U	12U	11U	
	4:30pm	14U	13U	12U	11U	
	6:30pm	14U	13U	12U	11U	
Sunday	8:00am	14U	13U	12U	11U	
	10:00am	14U	13U	12U	11U	
	12:00pm	14U	13U	12U	11U	
	2:00pm	14U	13U	12U	11U	
	4:00pm	14U	13U	12U	11U	
						Total Games
	Total Games	11	11	11	11	44





www.playgmb.com

Exhibit C - March

May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
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Founder Eric Hooper



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"THE BEST TOURNAMENTS IN TOWN"

**2026 GMB Tournament  
Tournament Boxes**

March 2026

**2026**  
**GMB**  
**AMERICAN BLUE**  
**SEASON OPENER**

**MARCH 6 - 8**  
WAPELHORST PARK  
ST CHARLES MO

**2026**  
**GMB**  
**ST. PATTY'S DAY BASH**  
[WWW.PLAYGMB.COM](http://WWW.PLAYGMB.COM)

**MARCH 13-15**  
MISSOURI  
WAPELHORST PARK  
ST CHARLES. MO

**GMB**  
**GOLD RING**  
**CHAMPIONSHIPS**  
MARCH 20TH - 22ND  
**2026**

**MARCH 20-22**  
MISSOURI  
WAPELHORST PARK  
ST CHARLES, MO

**2026**  
Rawlings  
**CHAMPIONSHIP**  
**SERIES**  
**GMB**  
[WWW.PLAYGMB.COM](http://WWW.PLAYGMB.COM)

**Mar 27 - 29**  
MISSOURI  
Wapelhorst Park  
St. Charles, MO



www.playgmb.com





www.playgmb.com

Exhibit C - April

May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRF001  
Wapelhorst Ballfield Partnership/Lease Proposal

[www.playgmb.com](http://www.playgmb.com)  
Founder Eric Hooper



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"THE BEST TOURNAMENTS IN TOWN"

**2026 GMB Tournament  
Tournament Boxes**

April 2026



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Exhibit C - May

May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRF001  
Wapelhorst Ballfield Partnership/Lease Proposal



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Founder Eric Hooper

**2026 GMB Tournament**  
**Tournament Boxes**

May 2026



**May 1 - 3**  
**MISSOURI**  
Wapelhorst Park  
St. Charles, Mo



*May 8-10*  
*Missouri*  
*Wapelhorst Park*  
*St. Charles, Mo*



**MAY 15 - 17**  
**MISSOURI**  
**WAPELHORST PARK**  
**ST. CHARLES, MO**



**MAY 22-24**  
**MISSOURI**  
**WAPELHORST PARK**  
**ST. CHARLES, MO**



*May 29 - May 31*  
**MISSOURI**  
Wapelhorst Park  
St. Charles, Mo



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Exhibit C - June

May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRFP001  
Wapelhorst Ballfield Partnership/Lease Proposal



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Founder Eric Hooper

**2026 GMB Tournament  
Tournament Boxes**

June 2026



*June 5-7*  
Missouri  
Wapelhorst Park  
St. Charles, Mo



JUNE 12-14  
MISSOURI  
Wapelhorst Park  
St. Charles, Mo



June 19th - 21st  
**June 19 - 21**  
Missouri  
Wapelhorst Park  
St. Charles, Mo



**June 25-28**  
Wapelhorst Park  
St. Charles, Mo

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Exhibit C - July

May 21<sup>st</sup>, 2025  
City of St Charles Parks and Recreation  
25PRKRFP001  
Wapelhorst Ballfield Partnership/Lease Proposal

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Founder Eric Hooper



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"THE BEST TOURNAMENTS IN TOWN"

**2026 GMB Tournament  
Tournament Boxes**

July 2026



**July 3 - 5**  
**MISSOURI**  
Wapelhorst Park  
St. Charles, Mo



**July 9th - 12th**  
Wapelhorst Park  
St. Charles, MO



**JULY 17 TO 19**  
**MISSOURI**  
WAPELHORST PARK  
ST. CHARLES MO



**JULY 24-26**  
**MISSOURI**  
Wapelhorst Park  
St. Charles, Mo

**YOUTH BASEBALL NETWORK**  
**ELITE GAMES**  
Compete Against, Play Against and Compare Against The Best.

Powered by:



Sponsor: Denise Mitchell

AN ORDINANCE AUTHORIZING A LICENSE AGREEMENT WITH GREATER MIDWEST SPORTS MARKETING LLC FOR THE USE OF THE WAPELHORST BALL FIELD COMPLEX FOR BASEBALL AND/OR SOFTBALL TOURNAMENTS DURING 2026 THROUGH 2030.

WHEREAS, the Parks and Recreation Department issued requests for proposals to companies for the scheduling and operating of baseball and softball tournaments at the Wapelhorst Ball Field Complex during the 2026 through 2030 seasons; and

WHEREAS, the Parks and Recreation Board selected the proposal of Greater Midwest Sports Marketing LLC and authorized the entry of a license agreement with said company; and

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

SECTION 1. A License Agreement with Greater Midwest Sports Marketing 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 Magdziaz*      *7/9/2025*  
\_\_\_\_\_  
Holly Magdziaz, City Attorney      Date

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



**CITY OF ST. CHARLES, MISSOURI WAPELHORST BALLFIELD COMPLEX  
COOPERATIVE LICENSE AGREEMENT**

This CITY OF ST. CHARLES, MISSOURI, WAPELHORST BALLFIELD COMPLEX COOPERATIVE LICENSE AGREEMENT (the “Agreement”) is made and entered into on the date last signed below (the “Effective Date”), by and between the City of St. Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri, by and through the City of St. Charles Parks and Recreation Board (hereinafter, the “Licensor” or “City”) and Greater Midwest Sports Marketing, LLC (hereinafter, the “Licensee,” or “GMB”).

STATEMENTS OF BACKGROUND AND PURPOSE:

A. The City is the owner of a public park known as Wapelhorst Park located at 1875 Muegge Road, St. Charles, Missouri 63303, and a recreation facility within said park known as the Wapelhorst Ballfield Complex consisting of four (4) ballfields, certain amenities, and improvements (hereinafter, the “Complex”).

B. Greater Midwest Sports Marketing, LLC, is a Missouri limited liability company and youth baseball tournament provider.

C. The City desires to grant to GMB a revocable, nonexclusive license for GMB to use the Complex’s four (4) ball fields (the “Fields”) for the purpose of conducting baseball and/or softball tournament-related activities on the weekends only as defined below during the March – October time frame beginning in 2026 for five (5) years with the possibility of one (1) year extensions after the initial 5 year agreement.

NOW THEREFORE, as an exercise of the City’s statutory, charter, and ordinance authority and in consideration of the mutual promises contained herein, City and GMB (hereinafter sometimes, the “Parties”) agree as follows:

LICENSE AGREEMENT:

Article 1: Incorporation of Statements of Background and Purpose and Definitions.

1.1. *Incorporation.* The parties hereto acknowledge and agree that the Statements of Background and Purpose set forth above are true and accurate, are an integral part of this Agreement, and are incorporated in full into this Agreement by this reference.

1.2. *Definitions.*

1.2.1. "Board" means the City of St. Charles, Missouri, Parks and Recreation Board.

1.2.2. "City" means the City of Saint Charles, Missouri, including the Parks and Recreation Department.

1.2.3. "Complex" means the City ballfields and associated amenities and improvements located at 1875 Muegge Road, St. Charles, Missouri 63303 within Wapelhorst Park and consisting of four (4) ballfields (with base lengths of 50', 55', 60', 65', 70', 80', 90'), a concession stand with a climate controlled seating area, restrooms, storage area, a large centrally located pavilion, a small children's playground, and access paths from satellite parking lots.

1.2.4. "Effective Date" means the date last signed below.

1.2.5. "Fall Season" means those baseball and/or softball tournaments played on the Fields during the months of August through October, generally consisting of 9 weekends, that are approved by the City and sponsored by GMB.

1.2.6. "Fields" means those four (4) ballfields located within Wapelhorst Park at the Complex as depicted in Exhibit A, including batting cages and dugouts.

1.2.7. "GMB" means Greater Midwest Sports Marketing, LLC.

1.2.8. "Licensee" means Greater Midwest Sports Marketing, LLC.

1.2.9. "Licensor" means the City of Saint Charles, Missouri.

1.2.10. "Program" means GMB use of the Fields for baseball and/or softball tournaments and other associated activities during calendar years 2026, 2027, 2028, 2029 and 2030 during the Spring / Summer Season and Fall Season during Use Hours.

1.2.11. "Spring / Summer Season" means those baseball and/or softball tournaments during the months of March through August, generally consisting of 22 weekends, that are approved by the City and sponsored by GMB.

1.2.12. "State" means the State of Missouri.

1.2.13. "Use Hours" means during the following timeframes: Friday, 10:00 a.m. to 11:00 p.m.; Saturday, 6:00 a.m. to 11:00 p.m.; and Sunday, 6:00 a.m. to end no later than 5:30 p.m.

1.2.14. "Use Schedule" means an annual schedule approved by the Parties that specifies the dates and times of GMB's exclusive use of the Fields.

Article 2: Grant of License.

2.1. City grants to GMB a non-exclusive revocable license to use the Fields for the Program subject to the terms and conditions of this Agreement. During the period of any scheduled use of the Complex, GMB shall have the exclusive use of all four fields.

Article 3: Term.

3.1. *Initial Term.* The initial term of the license granted pursuant to this Agreement shall be from the Effective Date through 11:59 p.m. on October 31, 2030.

3.2. *Renewal Term.* City may, but is not obligated to, renew this Agreement for additional one (1) year periods, each a Renewal Term, and provided that: City has the right to increase the annual License Fee payable on any renewal of this Agreement; at least ninety (90) days prior to the termination of the then-current term (either the Initial Term or a Renewal Term), GMB provides written notice of its desire to renew; and, prior to the end of the then-current term (either the Initial Term or a Renewal Term), GMB make payment of the renewal License Fee as may have been increased. Any renewal of this Agreement shall otherwise be on the same terms as those contained in this Agreement or on such other terms as may reasonably be agreed upon, in writing, by the Parties. The first Renewal Term, if applicable, shall commence at 12:00 a.m. on November 1, 2030, and expire at 11:59 p.m. on October 31, 2031.

Article 4: License Fees.

4.1. GMB shall pay to City a license fee of \$125,000.00 each year of the Initial Term. Payment shall be made by March 1 of each year, beginning on or before March 1, 2026 and ending in 2030, and on March 1 of each Renewal Term, if any, thereafter.

4.2. Payment of the License Fee from GMB to the City shall be by wire transfer, certified check or cashier's check made payable to the City of St. Charles, Missouri or by debit/credit card over the phone similar to the current process.

4.3. Use of the Field lighting shall be included in the license fee.

Article 5: Use; GMB Responsibilities.

5.1. GMB may use the Fields for baseball and/or softball tournaments subject to the terms and conditions of this Agreement, including the obligation to pay the License Fee(s) in full and on time. GMB shall be responsible for providing all services related to the tournaments, except those services for which the City has responsibility as set forth in Article 6 herein. Any temporary fencing and all materials or equipment that may be provided and utilized by GMB in connection with the ballfield license activity shall be approved by City prior to use.

5.2. The parties shall memorialize a Use Schedule specifying the dates for the use of the Fields. The Use Schedule shall be completed for each calendar year of the Agreement, or part thereof. The Spring / Summer Season and the Fall Season schedule for the next calendar year shall be provided to City by June 1st of the previous year. For calendar year 2026, the schedules shall be provided to the City within 60 days of Effective Date.

5.3. At least 5 working days prior to each scheduled tournament weekend, GMB shall provide to City in writing the number of Fields that will be required, *e.g.*, all four fields will be used, or only three of the four fields will be used.

5.4. GMB is responsible for delaying and/or canceling scheduled tournament games due to inclement weather. (There is not a lightning detection meter at the complex). Rescheduled games

must be played the same rental weekend and any changes to the tournament schedule must be approved by the Lessor. GMB understands that a canceled tournament or game may not be rescheduled.

5.5. GMB shall manage and supervise all activities related to conducting the tournaments and shall not cause or permit damages to the Complex, including without limitation, its fields, fences, bleachers, player benches, mounds, buildings, pavilions, or any other equipment.

5.6 GMB shall have access to the Complex and parking areas within Wapelhorst Park during and in furtherance of the Program-related activities.

5.7. *Lighting.* The Fields may be used with the operation of the LED sports lighting installed by City until 11:00 p.m. Consideration of field lighting past 11:00 p.m. shall be on a case-by-case basis as determined by the City.

5.8. *Gate Fee:* GMB may charge an entrance / gate fee for spectators to enter into the Complex to generate revenue up to two weekends (Friday-Sunday) per calendar year, provided, however:

5.8.1. GMB may not charge for parking at the Complex or on any parking lot within Wapelhorst Park;

5.8.2. St. Charles residents shall be exempt from such fee by showing their City Passport Card and GMB shall be responsible for checking residency; and

5.8.3. GMB shall be responsible for collecting any gate fee.

5.9. *Signs:* GMB shall not exhibit any signs, sponsorships, posters, banners, branding or other marketing material in or about the Complex without the written consent of City.

5.10. Except as specifically set forth in this Agreement, GMB shall abide by all rules and regulations of the Board when using the Complex, and with all local, State and Federal laws, guidelines, restrictions, and regulations in connection with the use of the Complex.

Article 6: Maintenance; City Responsibilities.

6.1 The City shall have the responsibility for maintaining the surrounds of the Fields by outfield mowing and irrigation, at such times as are commercially reasonable and horticulturally sound, and for maintaining the artificial turf infields. Such maintenance shall include the daily/weekly/monthly/annual maintenance of the artificial turf infields and the lining of the outfields. The City shall install pitching mounds and field striping prior to the commencement of each tournament weekend. The City shall have the responsibility for maintaining all other amenities associated with the Complex not included in this agreement. Such maintenance shall take place as close to the commencement of each tournament weekend as reasonably possible.

6.2 The City will provide routine security patrols by the St. Charles Park Rangers consistent with its regular patrol duties.

6.3 The City shall pay for all utilities including water, electric, gas, sewer and trash service for the Fields and the Complex.

6.4 The City shall maintain the sports lighting for the Fields for GMB to use as needed. The City shall provide GMB with access (via key or code) for the Fields, field lights, and storage area. The City shall allow GMB to use a reasonable amount of mutually agreed storage space that may be provided onsite.

6.5 The City shall maintain, staff, and operate the on-site concession stand located within the Complex, which shall be open during the Use Hours. The concession stand will include standard concession fare and alcoholic beverages. The City retains the option to enter into agreements with food truck operators to provide food and beverages. The City shall retain 100% of the revenue from concession sales and/or food truck sales. GMB may set up and operate their own vendor merchandise area at the complex during the Program Use Schedule.

6.6 The City shall ensure that the Complex will be in first class condition at the start of each tournament, and throughout each tournament, with concessions and/or food truck rental, clean and

adequately supplied bathrooms, and clean concession areas, pavilion, and other areas within the Complex.

6.7. The City shall provide trash containers and empty them as needed throughout the scheduled tournament and again at the conclusion of the tournament weekend.

6.8. The City shall install or place removable signage stating that the Fields are closed for usage by the public or other groups when scheduled for use by GMB.

Article 7: Insurance.

7.1. GMB shall at all times this Agreement is in effect shall obtain and maintain, at its own cost, insurance in the form set forth below with coverage and terms of not less than the following:

7.1.2. Commercial General Liability / Property Damage (including broad form contractual liability coverage, cross liability and completed operations) – Three Million Dollars (\$3,000,000) per occurrence. CGL policy shall be provided on an Occurrence Basis. Proof of additional insured coverage shall be provided on a CG 2010 11 85 or equivalent endorsement. Such insurance can be provided in both primary or follow-form umbrella occurrence policies, but all umbrella policies shall endorse the City as an additional insured on a primary and noncontributory basis.

7.2. All insurance provided by GMB shall be primary and non-contributory to any insurance, self-insurance or deductible insurance program or policies of the City. The City shall be named as an additional insured on all required liability policies, except workers' compensation. GMB shall provide for a waiver of subrogation in favor of the City 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 City. GMB shall provide notice to the City of any cancellation or material changes to any required policies within thirty (30) days and provide replacement certificates.

Article 8: Indemnification; No Waiver of Governmental Immunities.

8.1. *Indemnification.* GMB agrees to indemnify and hold the City and its elected and appointed officials, officers, employees, agents, and servants (“City Parties”) harmless from all claims, costs, demands, and liabilities, including reasonable and related attorney’s fees, to the extent arising out of its own acts, whether such acts relate to the operations conducted on the Complex or otherwise. Without limiting the foregoing, GMB shall indemnify, defend, and save harmless the City Parties from and against any and all claims, actions, liability, and expenses (including reasonable and related attorney’s fees) in connection with loss of life, bodily injury, and/or damage to property, hazardous substances, pollution, or pollution arising from or out of GMB’s occupancy or use of the Complex or any part thereof, or occasioned wholly or in part by any act or omission of GMB, its agents, contractors, employees, members, affiliates, servants, or invitees; provided, however, that GMB shall not be required to indemnify any of the City Parties to the extent that such claims, actions, liability, or expense is caused by the negligent acts or omissions of the City Parties. If any action or proceeding is brought against the City or its elected or appointed officials, officers, employees, agents, or servants by reason of any of the aforementioned causes, GMB, upon receiving written notice thereof by the City, agrees to defend such action or proceeding by competent counsel designated by the GMB at GMB’s expense, subject to the approval of the City, which shall not be unreasonably withheld.

8.2. *No Waiver of Governmental Immunities.* Nothing in this Agreement shall be construed or interpreted as a waiver of the City’s or its past, present, or future elected or appointed officials’, officers’, employees’, directors’, or agents’ sovereign immunity, official immunity, absolute immunity, qualified immunity, or the public duty doctrine.

Article 9: Default and Remedies.

9.1. *Events of Default.* If any Party fails in the performance of any covenant, agreement, or obligation imposed or created by this Agreement, and such default continues for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default, such event shall constitute an Event of Default under this Agreement.

9.2. *Remedies on Default.*

9.2.1. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action, or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents, and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

9.2.2. If the default is caused by the failure of GMB to pay the license fee, then subject to the time limitation and notice requirement of Section 10.2., the City may declare this Agreement terminated.

9.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. None of the rights and remedies herein shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

9.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

9.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement due to Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, or (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within 30 days after such Party has actual notice of the claimed event.

Article 10: Termination.

10.1. Termination Due to Destruction of Fields. In the event that the Fields are damaged or destroyed as to be rendered unusable as determined by GMB and the City, then the City, within ninety (90) calendar days of receipt of notice from GMB, may either:

(1) terminate this Agreement by giving notice to GMB, in which event this Agreement shall terminate as of the date of the City's notice to GMB; or

(2) restore the Fields, and if the Fields are not fully restored within the ninety (90) calendar day time period stated above, then GMB or the City may terminate this Agreement. In the event that the Agreement is terminated pursuant to this Section 10.1(2), the City shall refund a pro-rata portion of the License Fee for the period from the time that GMB provided notice that the Fields were rendered unusable up to the date of termination of the Agreement.

10.2. Termination for Violation of Agreement Terms. In the event of non-compliance by GMB of any terms of this Agreement, the City may notify GMB in writing of such non-compliance, and GMB shall have up to ninety (90) days to cure the non-compliance; provided, however, that the cure for any non-compliance with a health and safety requirement shall be commenced immediately.

10.3 Termination for Failure to Appropriate. The City may terminate this Agreement for any fiscal year in which the City does not, for any reason, appropriate funds necessary for the Agreement, and such termination shall not constitute a breach of this Agreement.

Article 11: Notice.

Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed and/or sent via e-mail as hereinafter specified:

(a) In the case of GMB to:

Greater Midwest Sports Marketing, LLC  
Attention: Eric Hooper  
22 Highgate  
St. Louis, MO 63132

eric@gmb2.com

(b) In the case of the City to:

City of St. Charles, Missouri  
C/o: Parks and Recreation Department  
1900 W. Randolph Street  
St. Charles, Missouri 63301  
Attention: Director of Parks and Recreation  
chris.atkinson@stcharlesparks.com

With a copy to:

City of St. Charles, Missouri  
200 North Second Street-City Hall  
St. Charles, Missouri 63301  
Attention: Director of Administration  
Lawrence.Dobrosky@stcharlescitymo.gov

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Article 12: Assignment; Successors.

12.1. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

12.2. This Agreement may not be assigned by GMB without the written consent of the City.

Article 13: Miscellaneous.

13.1. Choice of Law and Venue Provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflict of laws provisions. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court

of St. Charles County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of that court.

13.2. Compliance with City Code.

A. Licensee shall comply with all City Code of Ordinances, including Section 145.040 regarding the registration of sex offenders with the Police Department.

B. As required by City Code of Ordinances Section 145.160, the Licensee or an affiliated business entity of the Licensee shall not be: (1) in arrears to the City on any taxes or debt; be in default of any contractual obligation to the City; (2) in default as security or otherwise of any obligation to the City; or (3) 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.

13.3. Effective Date. This Agreement shall become effective upon the passage of an ordinance by the City Council approving the same or its approval by the City Council on its Consent Agenda, and execution by both parties.

13.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

13.4. Representations. To induce one another to enter into this Agreement:

A. The City hereby represents and warrants to GMB that the City has full constitutional and lawful authority to execute and deliver this Agreement and to perform the terms and obligations of this Agreement, and that this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

B. GMB represents and warrants to the City that it has full and lawful authority to execute and deliver this Agreement and to perform the terms and obligations of this Agreement, and that this Agreement constitutes the legal, valid and binding obligation of GMB, enforceable in accordance with its terms.

13.5. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

13.6. Time of the Essence; Mutual Assistance and Cooperation. Time is of the essence with respect to all obligations under this Agreement. The parties agree to take such actions, including the adoption of ordinances and the execution and delivery of such documents, instruments, and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the parties as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent. Further, each agrees that they shall not unreasonably withhold or delay any action required to carry out the terms, provisions and intent of this Agreement, provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

13.7. Entire Agreement; Headings. The parties agree that this Agreement 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. The headings contained in this Agreement are for purposes of convenience only and shall not be deemed to limit the contents of the paragraphs contained in this Agreement.

13.8. Nondiscrimination. Licensee agrees in the performance of this Agreement that it will not discriminate against any employee or applicant for employment, in the selection and retention of

subcontractors, or in procurement of materials and leases of equipment with regard to the performance of this Agreement, on the basis of race, creed, color, age, sex, sexual orientation, gender identification, gender expression, national origin, ancestry, religion, political opinion or affiliation, mental or physical disability, any veteran status, any military service, any application for any military service, or any other category or class protected by federal, state or local laws.

13.9. No Third Party Beneficiary. The parties agree there shall be no third-party beneficiaries to this Agreement.

13.10. Proof of Lawful Presence. Licensee acknowledges approval of this Agreement requires compliance with Section 208.009 RSMo. which requires Licensee 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 Licensee this Agreement.

13.13. Interpretation. The words “including” and “includes” and similar words or phrases used in this Agreement shall be deemed to be terms of illustration only and not limitation, and shall mean “including without limitation” or “include without limitation” unless the context expressly requires an interpretation and reading limited to a specific reference or example.

13.14. Survival. Notwithstanding the expiration, termination or breach of this Agreement by any party, the agreements contained in Article 7, Article 8, Article 11, and Article 13 sections 13.1, 13.4 and 13.9 shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement.

13.15. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**SIGNATURE PAGE FOLLOWS**



Exhibit A. Wapelhorst Park (Aerial View)

Wapelhorst Park Ball Field Improvements (Turf, fencing, dugouts)



**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 07/15/2025

Regular (X) Special () Work Session ()

ATTACHMENT: YES () NO (X)

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## Request for Council Action

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**Description:** Discussion Relative to Rescheduling the September 16, 2025 Regular City Council Meeting due to the Missouri Municipal League (MML) Annual Conference being held September 14-17, 2025

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**Summary:**

I am recommending rescheduling the Tuesday, September 16, 2025, Regular City Council Meeting to Tuesday, September 23, 2025 due to the MML Annual Conference being held September 15 - 18, 2024.

**FORM OF MOTION:** I move to reschedule the Tuesday, September 16, 2025, Regular City Council Meeting to Tuesday, September 23, 2025 due to the MML Annual Conference being held September 14-17, 2025.

By: Council President Michael Galba

Date: 07/8/2025