

AGENDA
Regular Session of the City Council of the City of Saint Charles, Missouri
Council Chambers – 4th Floor – City Hall – 200 North Second Street
Tuesday, August 5, 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

4. PUBLIC COMMENTS - 3 Minute Limit Per Person

The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes have elapsed. All persons who desire to provide Public Comment shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.

5. REPORT OF THE MAYOR

A. Police Department Recognition

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

7. PUBLIC HEARING – 5 Minute Limit per Person

Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A buzzer or notification will sound when five minutes have elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.

A. Case No. LL-2025-10 Approval of a Liquor License for Darshan Patel d/b/a United Express St. Charles located at 3401 Harry S. Truman Blvd. (Ward 6) (**RCA Attached**)

B. Case No. CU-2025-14 (Jason Taylor) An application for a Conditional Use Permit per §400.220(C)(1)(a) for liquor sales associated with a permitted coffee shop use within the "C-2/FSC-HD/T4-NMX" General Commercial District, within the Fifth Street Corridor – Hospital District, and within the T4 – Neighborhood Mixed Use District located at 519 S. 5th Street. The subject property is located in Ward 2. (**RCA Attached**)

- C. Case No. LL-2025-12 Approval of a Liquor License for Jason Taylor d/b/a Grounded and Free, LLC located at 519 S. Fifth Street. (Ward 2) (***RCA Attached***)
- D. Case No. CU-2025-15 (Ices Plain & Fancy – Darelene “Darla” Crask) An application for a Conditional Use Permit from §400.290(C)(2) for liquor sales associated with a permitted ice cream shop use within the “FD/FPD” Frenchtown District and within the Frenchtown Preservation District located at 824 N. 2nd Street. The subject property is located in Ward 1. (***RCA Attached***)
- E. Case No. LL-2025-11 Approval of a Liquor License for Darlene “Darla” Crask d/b/a Ices Plain & Fancy located at 824 N. 2nd Street. (Ward 1) (***RCA Attached***)
- F. Case No. CU-2025-16 (Katy Trail Development, LLC – Chris Pike) An application for a Conditional Use Permit from §400.200(C)(1)(d) for a multifamily dwelling with more than eighteen (18) units per acre, specifically requesting nineteen point seven (19.7) units per acre (or fourteen (14) units on a 0.71 acre lot), within the “HCD/SMPD” Historic Commercial District, within the South Main Preservation District. The subject property is located at 1028-1038 S. Main Street and located in Ward 2. (***RCA Attached***)
- G. Case No. CU-2025-10 (CRG Cumulus, LLC) An application for a Conditional Use Permit per §400.320(C) for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a planned industrial project within the “I-1/WHP” Light Industrial District and within the Wellhead Protection District. The subject property is approximately 440 –acres (more or less), generally located on the north and south sides of Highway 370 and between Huster Road and Harry S Truman Boulevard. The subject properties will be located in Wards 6 and 8. (***RCA Attached***)

The applicant has requested to table this item to the August 19, 2025 Regular City Council Meeting.

Action: Motion to table Case No. CU-2025-10 to the August 19, 2025 Regular City Council Meeting.

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
 - 1. Council Work Session of July 8, 2025
 - 2. Street Committee Meeting of June 17, 2025
 - 3. Regular City Council Meeting of July 1, 2025
 - 4. Public Hearing of July 1, 2025
 - 5. Regular City Council Meeting of July 15, 2025
 - 6. Street Committee Meeting of July 15, 2025
- B. Receipt of Reports from Boards, Commissions and Committees
 - 1. Planning & Zoning Commission Meeting of June 9, 2025
 - 2. Frenchtown Special Business District Meeting of June 12, 2025
 - 3. Senior Citizen Advisory Commission Meeting of June 10, 2025
 - 4. Main Street Special Business District Meeting of June 5, 2025
 - 5. Veterans Commission Meeting of May 12, 2025

6. Saint Charles Parks and Recreation Board Meeting of June 18, 2025
7. Landmarks Board Meeting of June 16, 2025

C. Receipt of Director of Administration Reports

1. FITS Report – June 2025

D. Approval of Contracts and Easements

1. Amendment No. 1 with Hawkins, Inc. for the Purchase of Sodium Hypochlorite for the Water Treatment Plant in the Amount of \$125,000.00 for a Total Contract Amount not to Exceed \$225,000.00
2. Contract with BPR Operating LLC for the Purchase of Hydra-Tech Pump & Power Unit with Hose for Lift Station an Amount not to Exceed \$125,000.00

E. Preliminary Plats

1. Case No. SUB-2025-01. (Katy Trail Development, LLC – Chris Pike) An application for a Preliminary Plat for fourteen (14) residential lots within the “HCD/SMPD” Historic Commercial District, within the South Main Preservation District. The property is 0.71 acres located at 1028-1038 S Main and is located in Ward 2.

F. Miscellaneous

1. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (*Engineering Department*)
2. 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*)

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

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*)

12. BILLS FOR INTRODUCTION

BILL 14001

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #9) (*SPONSOR: BART HABERSTROH*)

BILL 14002

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE FOX HILL ROAD REHABILITATION PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND

AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS (*SPONSOR: BILL OTTO*)

BILL 14003

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE FRENCHTOWN PEDESTRIAN ACCESSIBILITY PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS (*SPONSOR: BILL OTTO*)

BILL 14004

AN ORDINANCE AUTHORIZING THE ENTRY OF VARIOUS LICENSE AGREEMENTS BETWEEN THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF ST. CHARLES, MISSOURI, FOR PURPOSES OF CONSTRUCTION ADJACENT TO, ON, OR UNDER THE KATY TRAIL STATE PARK AS PART OF CITY CAPITAL IMPROVEMENT PROJECTS (*SPONSOR: MICHAEL GALBA*)

BILL 14005

AN ORDINANCE DECLARING REAL PROPERTY OF APPROXIMATELY 3.53 ACRES OF LAND KNOWN AS LOT B AND LOT C IN RIVERPOINTE BLOCK 100 #2, ALSO KNOWN AS BEING WITHIN PHASE 1 OF THE RIVERPOINTE DEVELOPMENT, AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL BY SALE TO ANISSA PATEL AND ANAND PATEL, FOR THE SALE PRICE OF \$4,100,000.00, WITH ESTIMATED CLOSING COSTS OF \$5,000.00; AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE (*SPONSOR: VINCE RATCHFORD*)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

- A. Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its attorneys (RSMo 610.021(1))
- B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021(2))
- C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021(3))
- D. Preparation, including any discussions or work product, on behalf of the Council or its representatives for negotiations with employee groups (RSMo 610.021(9))
- E. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected (RSMo 610.021(12))

- F. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021(13))

17. ADJOURNMENT

The City of St. Charles offers all interested citizens the opportunity to attend public meetings and comment on public matters. If you wish to attend this public meeting and require an accommodation due to a disability, please contact the Office of the City Clerk to coordinate an accommodation at least two (2) business days in advance of the scheduled meeting at 636-949-3282.

The City of St. Charles, Missouri, fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please call the City Clerk's Office at (636)949-3282 or visit City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Posted: Thursday, July 31, 2025 – 5:00 p.m.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 6 - Foust

Sponsor(s): N/A

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-10

Applicant: Darshan Patel d/b/a United Express St Charles at 3401 Harry S Truman Blvd .

License Type: Full Retail & Sunday Retail

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a request from Darshan Patel for the grant of a liquor license for United Express St Charles, located at 3401 Harry S Truman Blvd. The license applied for is the sale of alcoholic beverages at retail in the original package, where such liquor shall not be consumed upon, or such original package not be opened upon the premises where sold. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri.

Staff Recommendation: Approved.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: PMB Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. D

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

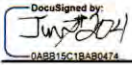
Before the attached liquor license application submitted by:

Applicant name: Darshan Patel
d/b/a: United Express St Charles
Location: 3401 Harry S Truman Blvd

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

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

Police Department:

Approved Signature:  Date: 7/28/2025

Not Approved Reason(s): _____

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

Before the attached liquor license application submitted by:

Applicant name: *Darshan Patel*
d/b/a: *United Express St Charles*
Location: *3401 Harry S Truman Blvd*

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature:  _____ Date: 7/28/2025

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

Before the attached liquor license application submitted by:

Applicant name: Darshan Patel
d/b/a: United Express St Charles
Location: 3401 Harry S Truman Blvd

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

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

Community Development

Zoning District I-1 Historic Preservation District NA Occupancy Permit No

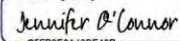
Approved **Approved with Conditions** **Not Approved**

Conditions of Approval _____

Reason(s) for denial: _____

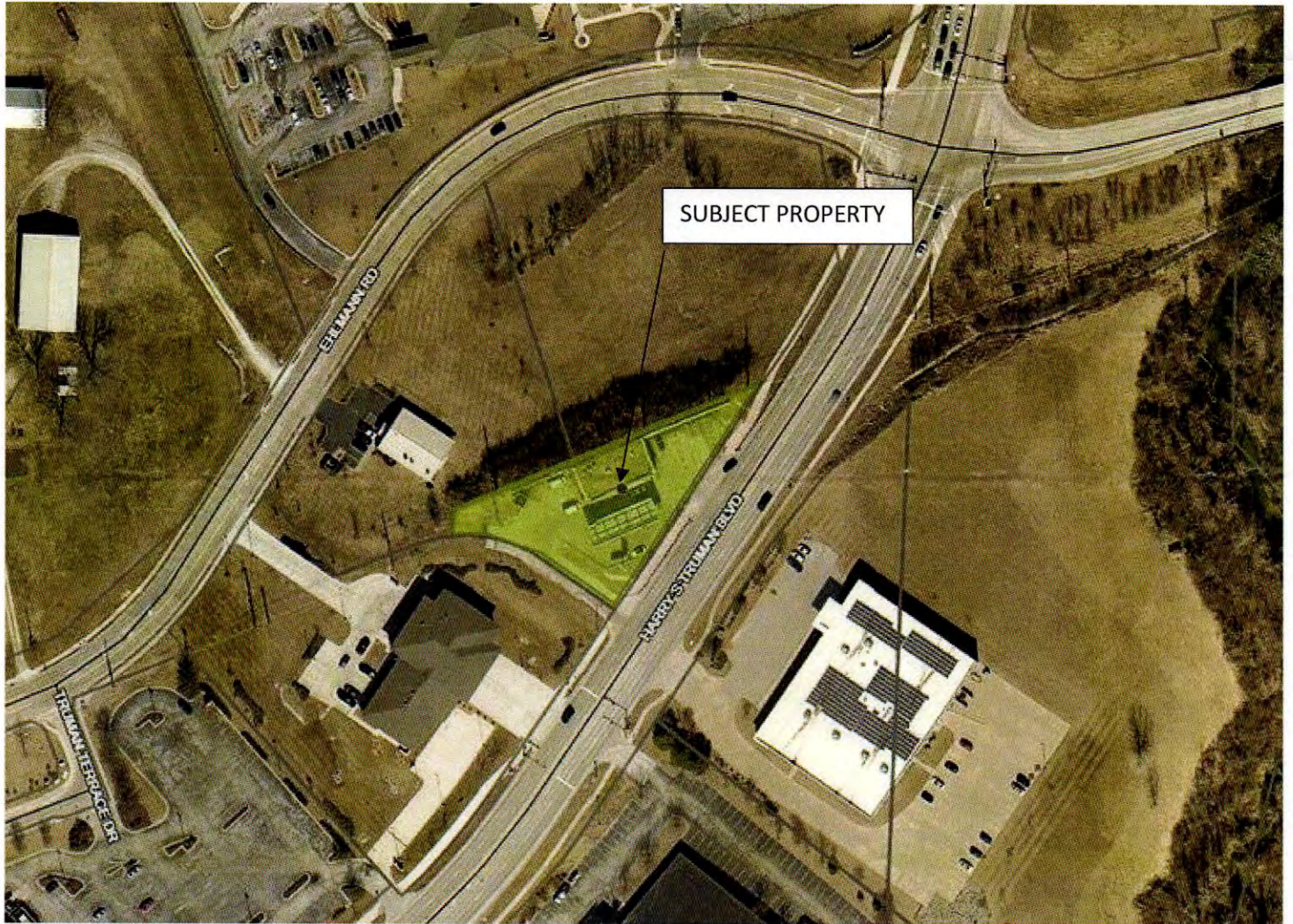
Signature:  Date: 7/28/2025

Finance Department

Approved Signature:  Date: 7/28/2025

Not Approved Reason(s): _____

3401 HARRY S TRUMAN BLVD



RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. CU-2025-14. (Jason Taylor) An application for a Conditional Use Permit per §400.220(C)(1)(a) for liquor sales associated with a permitted coffee shop use within the "C-2/FSC-HD/T4-NMX" General Commercial District, within the Fifth Street Corridor – Hospital District, and within the T4 – Neighborhood Mixed Use District located at 519 S. 5th Street. The subject property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant is requesting a Conditional Use Permit for Liquor Sales in conjunction with the existing coffee shop and retail use at Grounded and Free, located at 519 S. 5th Street. The primary intent of the request is to obtain a liquor license to support operation of a coffee trailer at special events under a City-issued catering license. Per City regulations, a catering liquor license must be associated with a permanent business location that holds an active liquor license. While most liquor sales will occur off-site through the trailer, limited on-site service is also proposed. This includes offering complimentary wine or champagne with massage services and during private events (such as showers or book club gatherings) held in the reserved second floor lounge. The business will maintain its existing hours of operation, generally 7:00 a.m. to 7:00 p.m., daily.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-14: Recommended Conditions

1. This conditional use permit for liquor sales associated with retail, coffee shop, and personal service business uses is issued to the applicant (Jason Taylor) and business (Grounded and Free) only for the property located at 519 S. 5th Street and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall be accessory to the primary business operations and may include: (a) on-site service as part of a customer amenity (e.g., after massage services or during private events in designated areas), and (b) off-site sales conducted under a City-issued catering license in compliance with applicable liquor licensing regulations. Liquor sales shall not occur as a standalone bar or independent primary use at the subject property.
4. Private events involving alcohol service shall occur only in the designated second-floor lounge, which shall remain separate from publicly accessible spaces during such events.
5. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, liquor license codes, ordinances concerning disturbances, or conditions of this approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.



AGENDA ITEM #5

**STAFF REPORT
CONDITIONAL USE NO. CU-2025-14
LIQUOR SALES
519 S. 5TH STREET**

**JULY 14, 2025
BY LARA BERRY**

APPLICANT: Jason Taylor
Grounded and Free
519 S. 5th Street
St. Charles, MO 63301

OWNER: TGL Properties LLC
c/o Corporate Group Property Management
2500 S. Old Highway 94, Ste. 200
St. Charles, MO 63303

ADDRESS/LOCATION: 519 S. 5th Street
Ward 2

LOT SIZE: 6,532 square feet

CURRENT ZONING: C-2/FSC-HD/T4-NMX General Commercial District,
within the Fifth Street Corridor – Hospital District, and
within the T4 – Neighborhood Mixed Use District

PROPOSED USE: Liquor Sales associated with a permitted Retail & Coffee
Shop use

SUMMARY/ANALYSIS

This request is for a Conditional Use Permit to allow liquor sales accessory to a permitted retail, coffee shop, and personal services (massage) use at the existing business, Grounded and Free, located at 519 S. 5th Street. The applicant is seeking a liquor license primarily to support the operation of a coffee trailer at special events under a City-issued catering license. City regulations require that a catering liquor license be tied to a permanent business location with an active liquor license. In-shop liquor sales would be limited and supplemental to the main business operations. City Ordinance requires approval of a Conditional Use Permit for establishments that apply for a Liquor License. This request is specific to liquor sales only and is not applicable to the other uses permitted by right at this location.

Liquor service onsite is proposed in two formats:

- Complimentary wine or champagne provided to customers after massage services as a relaxation amenity. This is proposed to be non-sale, staff-served, and limited to one glass.
- Limited alcohol offerings, such as champagne mimosas, wine, and bottled beer, served during private gatherings in a reserved second-floor lounge area. These gatherings may include events such as baby showers, book clubs, or bridal groups. The second-floor lounge has a maximum capacity of 12 people and currently hosts no more than one private event per month.

During private events, the main floor (retail and coffee shop) would remain open to the public, while the private lounge space upstairs would be closed off. Although a traditional full bar is **not** proposed for the building; the applicant has applied for a full by-the-drink and Sunday liquor license, which allows for a broad range of beverage service during both on-site and off-site events.

The applicant also operates a mobile coffee trailer, which has been used at farmers markets, community festivals, and other special events. Photos of the trailer have been provided for illustrative purposes (see Figures 1 & 2 below). With the required Catering License, the trailer may also be used to serve alcoholic beverages—including wine, beer, and cocktails—at private events, both at the business location and off-site. This flexibility allows the applicant to offer mobile bar service tailored to a variety of event types.



Figures 1 & 2: Pictures of the coffee trailer.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located Activity Center #6 (Historic Downtown). The subject site is located along a commercial corridor within a transitional zoning area between residential neighborhoods and larger medical and civic uses. The proposed accessory liquor use, associated with a boutique-style coffee and retail business, is consistent with the surrounding land use pattern and reflects an appropriately scaled commercial activity for this district.

Consistency with the Fifth Street Corridor – Hospital District Smart Code

The purpose of the "FSC-HD" Fifth Street Corridor/Hospital District is to promote and facilitate redevelopment, reinvestment and rejuvenation in the Fifth Street Corridor and in the neighborhood surrounding the SSM St. Joseph Medical Center and to achieve the goals and objectives of the master plan for these areas, Sustainable Gateways to the Heart of St. Charles. The regulations governing development and land use within the FSC-HD is the St. Charles Gateways SmartCode, which is intended to support implementation of several key policies such as promoting mixed-use development along street frontages at a pedestrian-friendly scale that allows residents to meet a variety of daily needs within walking distance (Section 1.2.2)..

The subject site is also located within the T4 – Neighborhood Mixed Use transect, which envisions a mix of building types in an urban neighborhood setting, with both residential and commercial uses. While Table 3.1 (Permitted Uses) of the SmartCode does not specifically list "Liquor Sales" as a use permitted by right, it does include similar land uses such as "Alcoholic Beverage Sales Stores." The proposed accessory liquor use, as part of an established retail, coffee shop, and personal service business, is consistent with the intent of the transect and supports a walkable, mixed-use development pattern envisioned for this district.

Consistency with Conditional Use standards

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

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

notice by the city.

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposed accessory liquor use aligns with the goals and policies of the Comprehensive Plan by promoting neighborhood-scale commercial activity, diversifying business offerings, and enhancing the customer experience. It is complementary to the current retail and service uses onsite and within this corridor.

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

Based upon a review of the proposed land uses, if conditioned properly and operated in compliance with the Zoning Ordinance, the limited scale and nature of the proposed liquor use (non-bar, customer amenity-focused) is not anticipated to create any adverse impacts on adjacent properties or public welfare. With conditions, the proposal can operate in harmony with the surrounding neighborhood. Any expansion of the business plan beyond the current proposed scope would require additional review by the City.

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

Staff believes the accessory liquor sales use, as proposed, is consistent with the land use character of the area, offering a modest intensification that remains within the expected commercial use range and should not produce negative effects to neighboring properties or the neighborhood, if conditioned appropriately.

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

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

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

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

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

STAFF RECOMMENDATION

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

1. This conditional use permit for liquor sales associated with retail, coffee shop, and personal service business uses is issued to the applicant (Jason Taylor) and business (Grounded and Free) only for the property located at 519 S. 5th Street and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall be accessory to the primary business operations and may include: (a) on-site service as part of a customer amenity (e.g., after massage services or during private events in designated areas), and (b) off-site sales conducted under a City-issued catering license in compliance with applicable liquor licensing regulations. Liquor sales shall not occur as a standalone bar or independent primary use at the subject property.
4. Private events involving alcohol service shall occur only in the designated second-floor lounge, which shall remain separate from publicly accessible spaces during such events.
5. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, liquor license codes, ordinances concerning disturbances, or conditions of this approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application CU-2025-14 to City Council with a favorable recommendation, subject to the conditions recommended by staff.

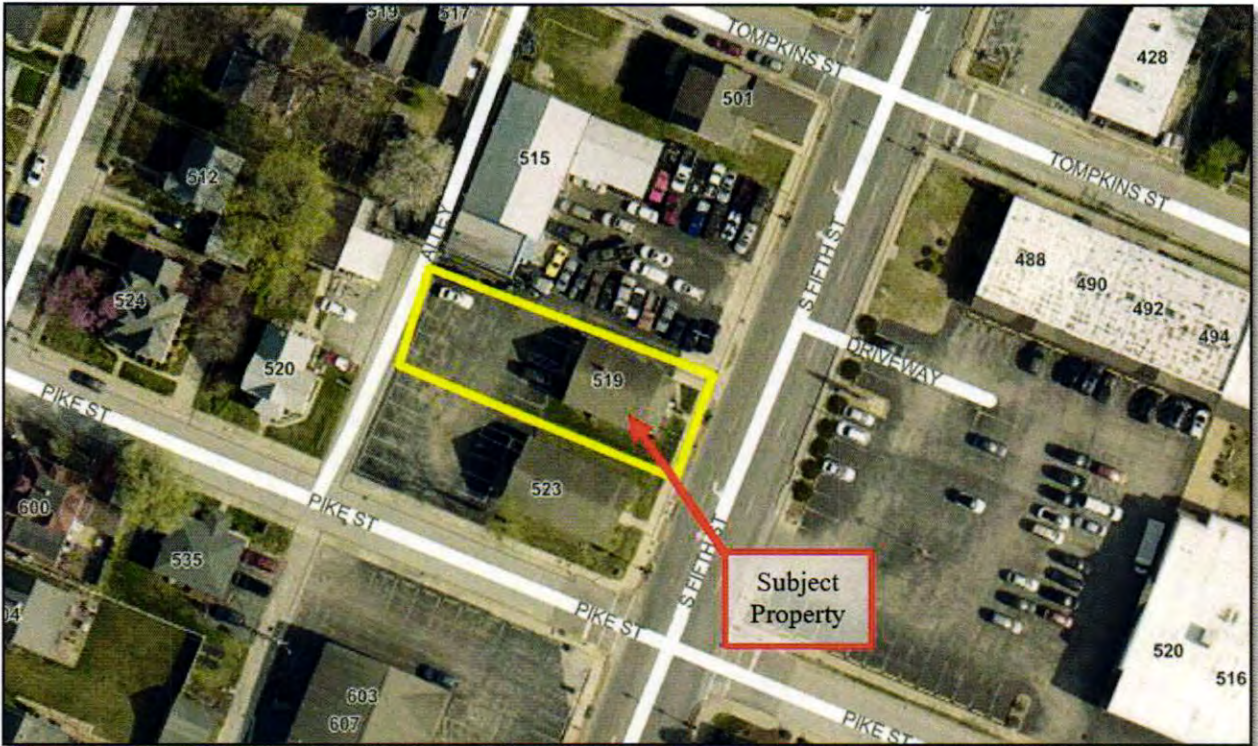


Figure 3: Aerial View of the Subject Site.



Figure 4: Street View of the Subject Site.

The intended use is solely for the coffee trailer. We do not plan to sell products at our shop, but we would like to be able to offer complimentary glasses of champagne and wine for private gatherings at our facility and after massage services.

We currently attend events such as the farmers markets, taco fest, Riverfest and Oktoberfest. We are trying to make our trailer more for privately hired events such as weddings, etc. This license will help us with that. We plan to attend over 20 events for the course of the year between private and public events.

Currently our proposed menu would look more like champagne mimosas, bloody mary's, wine, wine slushies, canned/bottled beer, and mixed cocktails (these will be minimal and change per event)

1. It was stated that you "would like to be able to offer complimentary glasses of champagne and wine for private gatherings at our facility and after massage services." Please provide further information on this.
 - A complimentary glass of champagne or wine is similar to what some salons do. Staff is likely to support this request. A complimentary glass of wine or champagne would be offered after any massage service for the customers to relax. This would not be a sellable option. This would be provided by our staff.
2. Please expand on what you mean by "private gatherings at our facility". Is there space within the building that can be rented for party-type events (like bridal showers, business events, etc.)? Would it be, for instance, the entire building or just the 2nd floor? How often do these events occur?
 - We have a second floor lounge that can be rented for private party groups such as baby showers, book clubs, etc. The lounge holds a max of 12 people. We currently have a private event once a month at the most.
3. During the "private gatherings at the facility", would this be a full bar as indicated with champagne mimosas, bloody mary's, wine, wine slushies, canned/bottled beer, and mixed cocktails?
 - We would only offer champagne mimosas or wine with the possibility of bottled beer. No hard alcohol.
4. During the private events mentioned above, would the business still be open to the public?
 - Only the downstairs area which holds the coffee shop and boutique would be open for the public. The private event would be secluded.
5. Can you please provide a picture of the coffee trailer? Or any pictures of the trailer at events/festivals you have been to? (This will be used just for a visual representation within the report.)
 - I have attached a couple of pictures from the St. Charles Farmers Market this year.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 2 - Hollander

Sponsor(s): N/A

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-12

Applicant: Jason Taylor d/b/a Grounded and Free, LLC at 519 S 5th Street.

License Type: Full by the drink and Sunday

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a request from Jason Taylor for the grant of a liquor license for Grounded and Free, LLC located at 519 S 5th Street. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri.

Staff Recommendation: Approved.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: PMB Dept. Dir. Gao Finance Dir. Gao Dir. of Admin. →

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

Before the attached liquor license application submitted by:

Applicant name: Jason Taylor
d/b/a: Grounded and Free, LLC
Location: 519 S 5th Street


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

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

Police Department:

Approved

Signature:

DocuSigned by:

0ABB15C1BARD474

Date: 7/28/2025

Not Approved

Reason(s):

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

Before the attached liquor license application submitted by:

Applicant name: Jason Taylor
d/b/a: Grounded and Free, LLC
Location: 519 S 5th Street

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani Date: 7/28/2025

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

Before the attached liquor license application submitted by:

Applicant name: Jason Taylor
d/b/a: Grounded and Free, LLC
Location: 519 S 5th Street

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

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

Community Development

Zoning District C-2/FSC-HD/T4-NMX Historic Preservation District None Occupancy Permit Yes

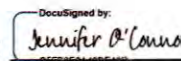
Approved **Approved with Conditions** **Not Approved**

Conditions of Approval _____

Reason(s) for denial: _____

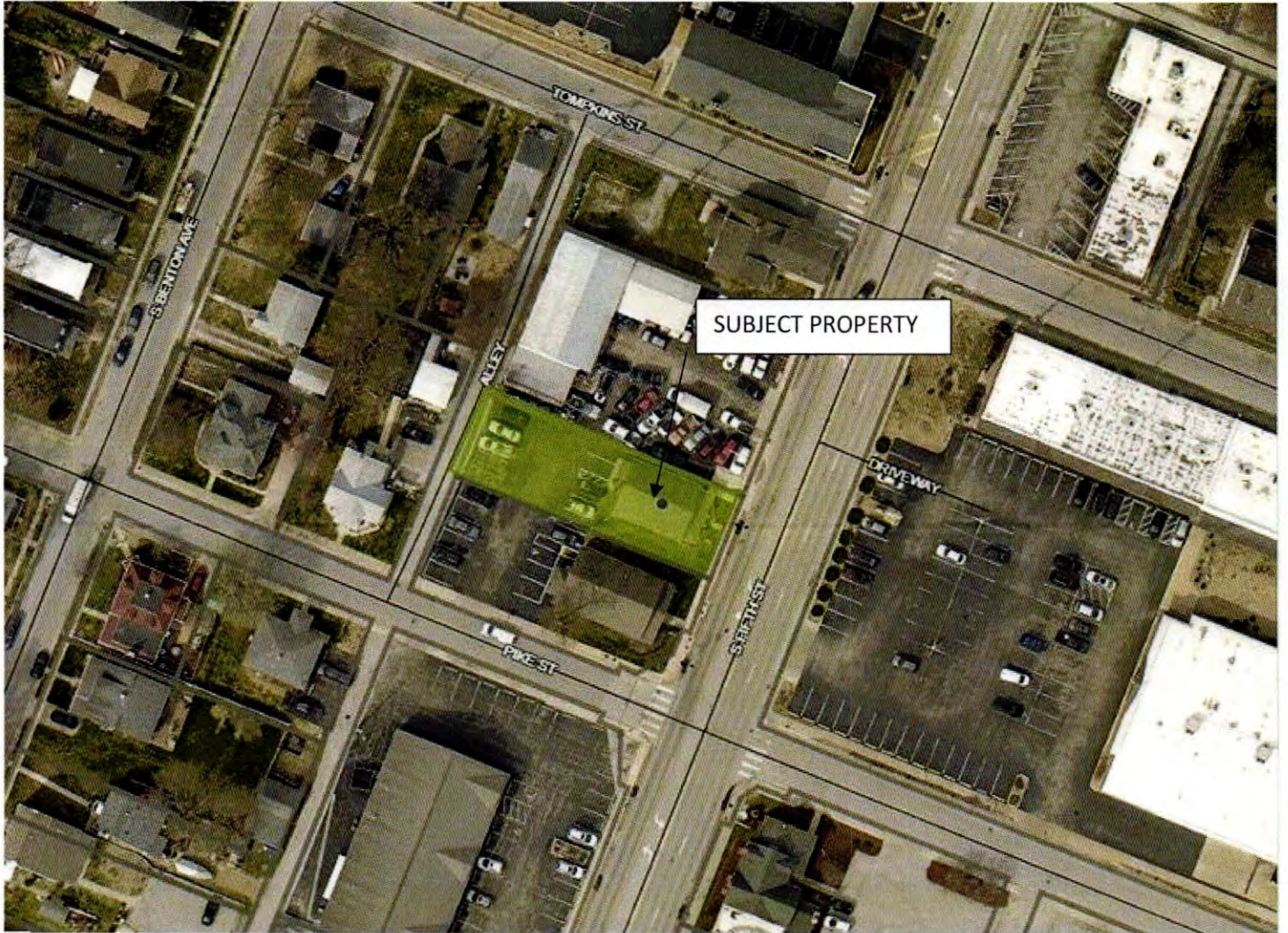
Signature:  Date: 7/28/2025

Finance Department

Approved Signature:  Date: 7/28/2025

Not Approved Reason(s): _____

519 S 5TH ST



RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 1

Sponsor(s): N/A

Description:

Case No. CUP-2025-15. (Darla Crask – Ices Plain & Fancy) An application for a Conditional Use Permit per §400.290(C)(2) for Liquor Sales associated with a permitted ice cream shop use within the “FD/FPD” Frenchtown District within the Frenchtown Preservation District located at 824 N 2nd Street. The subject property is located in Ward 1.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for a new Conditional Use Permit for Liquor Sales associated with a new ice cream shop use for Ices Plain & Fancy located at 824 N 2nd Street. This proposal does not include standalone liquor sales (by the drink); only the liquor used in the ice cream inclusions. A condition has been added to this approval stating the exclusion of such standalone liquor sales. The property is located within the FD/FPD Frenchtown District within the Frenchtown Preservation District, and City Ordinance requires approval of a Conditional Use Permit for the sale of liquor.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-15: 824 N 2nd Street– Recommended Conditions

1. This conditional use permit for a liquor sales associated with a permitted ice cream shop use is issued to the applicant (Darla Crask) and business (Ices Plain & Fancy) only for the property located at 824 N 2nd Street and is not transferable to another location and/or tenant/business.
2. The liquor sales shall be limited to inclusion within the crafted ice cream only and shall not be sold independently.
3. Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
4. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
5. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.
6. Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of this approval is grounds for revocation of the conditional use approval.
7. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.



AGENDA ITEM #6

**STAFF REPORT
CASE NO. CU-2025-15
LIQUOR SALES
824 N 2ND STREET**

BY ALANNA BILYEU

APPLICANT: Darla Crask
Ices Plain & Fancy
4945 Miami St
St. Louis, MO 63139

PROPERTY OWNER: Deloris Barton
The Barton Family Trust
826A N 2nd Street
St. Charles, Missouri 63301

ADDRESS/LOCATION: 824 N 2nd Street
Ward 1

ACREAGE: 0.27 Acres (overall)

EXISTING ZONING: “FD/FPD” Frenchtown District within the Frenchtown
Preservation District

PROPOSED USE: Accessory Liquor Sales Associated with a Permitted Ice
Cream Shop Use

SUMMARY/ANALYSIS

This Conditional Use request is for liquor sales use for a new business, Ices Plain & Fancy, located at 824 N 2nd Street. The property is zoned “FD/FPD” Frenchtown District within the Frenchtown Preservation District, which requires a conditional use approval for any liquor sales. The applicant has provided a business plan which details the operations of the proposed business. Per the business plan, Ices Plain & Fancy will craft ice cream on site, including three (3) distinct menus:

1. Classic Nitro Ice Creams
2. Boozy Nitro Ice Creams, and
3. Fancy, Non-Dairy, and Seasonal.

The business proposes to use liquid nitrogen to freeze alcohol for the infused Boozy Nitro Ice Creams; thus the requirement for a CUP for liquor sales. This proposal does not include standalone liquor sales (by the drink); only the liquor used in the ice cream inclusions. A condition has been added to this approval stating the exclusion of standalone liquor sales. In addition to ice cream, Ices Plain & Fancy will sell non-alcoholic beverages (bottled soda, etc.),

and other merchandise such as branded t-shirts or hats. The proposed hours of operations are 11:00 a.m. to 10:00 p.m. daily during peak season, which the applicant defines as May through August.

The site will also include a renovation of the existing first floor of the building to include the dining room, service area, and office/storage. The dining room and restroom are to be located in the southern half of the building, while the service area and office/storage are to be located in the northern half of the building (previously 826 N 2nd St). The patio to the south of the building is not included in the business space.

Consistency with Comprehensive Plan

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

Consistency with the Frenchtown Great Streets Plan

On July 21, 2020, the City Council formally accepted and approved the findings and the plan for the Frenchtown Great Streets Plan. This plan was a local effort with support from area residents, the City, St. Charles County and East-West Gateway Council of Governments to provide a framework for the revitalization effort of Frenchtown. The approved Great Street Plan outlines its own set of goals, including four (4) sub-districts, aimed at fulfilling the mission of the plan. After review, the proposed land use is consistent with the goals and objectives of the Frenchtown Great Streets Plan, as outlined below.

Development Assets

- **Goal 2: Determine Potential Development Products**

Four (4) types of development are defined under Goal 2 of Development Assets. Real estate strategies and market analysis are used to support a projected development program of diverse uses.

DA 02.02 Introduce New Retail Development – This goal incentivizes establishing new retail/businesses within existing first floor retail spaces. The first floor of the subject property will be open to the public, with one space for service and another space for seating. The plan also calls for more “destination” type uses such as restaurants and local shops to help attract tourists as well as local residents to the corridor.

- **Goal 3: Establish sub-districts within Frenchtown**

Six (6) districts are defined under Goal 3 of Development Assets. These districts identify

and group unique characteristics within Frenchtown to better guide development. The subject property is located in the area identified as the “Old Frenchtown.”

DA 03.02 Establish the Old Frenchtown District – The plan identifies a strategic vision for the Old Frenchtown District that focuses on the small-scale redevelopment of existing historic spaces to attract local businesses and entrepreneurs with craft/boutique companies. A mix of adaptive reuse and progressive infill will create an eclectic and hip energy to transition the Sawtooth District and New Frenchtown Districts.



Figure 1: Frenchtown Sub-districts map.

- **Goal 4: Encourage New Development**

Encouraging New Development in Frenchtown is aided by concurrent efforts such as flood protection and a more walkable streetscape. Further guidance provides insight to bringing in establishments for new infill and adaptive reuse developments.

DA 04.07 Encourage a Diverse Tenant Mix – A broad mix of ground floor and destination uses are encouraged within the district to also help differentiate the corridor from Main Street. Destination types uses are identified as attracting visitors and encouraging additional spending while in the district. There are currently no other establishments similar to the proposed business in the district, which will help to diversify the mix of tenants along the corridor.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located on N 2nd Street nearest to Activity Center #6. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

Staff believes the proposed liquor sales use can be compatible within its commercial/residential surroundings. Staff believes this use, if conditioned properly, can operate in a manner that is consistent with the area and as directed by the Comprehensive Plan

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

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

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

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

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

STAFF RECOMMENDATION

After review of this application against the City's Zoning Code, the Department of Community Development recommends approval of the conditional use permit for accessory liquor sales associated with a permitted ice cream shop use, subject to the following conditions:

1. This conditional use permit for a liquor sales associated with a permitted ice cream shop use is issued to the applicant (Darla Crask) and business (Ices Plain & Fancy) only for the property located at 824 N 2nd Street and is not transferable to another location and/or tenant/business.
2. The liquor sales shall be limited to inclusion within the crafted ice cream only and shall not be sold independently.
3. Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
4. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
5. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.
6. Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of this approval is grounds for revocation of the conditional use approval.
7. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application for a Liquor Sales use at 824 N 2nd Street to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 2: Aerial View of Subject Property.



Figure 3: Street View of Subject Property.



2256 South 39th Street, St. Louis MO 63110

www.icesplainandfancy.com

Contact: Darla Crask

314.496.6068

darla@icesstl.com

Proposed 2nd location:

824-826 North 2nd Street

St. Charles MO 63301

Our Inspiration

Agnes B. Marshall was a 19th century chef and entrepreneur who was famous for her ices, creams, and sorbets. In 1885 she published our namesake cookbook, *Ices Plain & Fancy*. She lectured and taught with a staunch emphasis on using quality ingredients in the most informed, modern, and scientific manner. Mrs. Marshall also first suggested the use of "Liquid Air" to make ice cream, and with her as our inspiration, we make ice creams to order in full view of the customer using Liquid Nitrogen. It's dessert with a show, and sometimes even a science lesson!

We offer an experience unlike any other frozen dessert parlor in the region, creating countless memories for families & friends to enjoy...along with some really great ice creams!



*Yours sincerely
Agnes B. Marshall*

Offerings

Ices Plain & Fancy offers a large variety of ice creams, sorbets and non-dairy options. We use the finest ingredients, sourcing locally where possible. At Ices, each flavor is chef-designed and many come with a fun surprise garnish; for example our Butter Pecan comes topped with house-made pralines and our Butterscotch with bits of honeycomb candy. We have a Classic menu that is available year-round, and a rotating Seasonal menu which includes Fancy ice creams. Our most popular Fancy winter item is the Campfire S'mores, a toasted marshmallow ice cream topped with hot fudge, graham and Hershey Squares - then smoked under a dome lid, so that it tastes like it was made over a campfire.

Additionally, we have a Boozy Ice Cream Menu. Using liquid nitrogen allows us to freeze alcohol, creating creamy cocktail ice creams such as Mrs. Marshall's Old Fashioned or our version of the Sazerac. We would be applying for a liquor license in order to run this menu. All Boozy menu items are presented in a dessert form; we don't sell single beers, shots, or normal drinks. This menu currently makes up an average of 13% of our sales.



Sample Menu

Classic Nitro Ice Creams

Regular \$8 Large \$12

Vanilla
Chocolate
Mint Chip
Rocky Road
Butter Pecan
Butterscotch
Cherry Cordial
Sump Coffee
Salted Dulce de Leche

Boozy Nitro Ice Creams

\$13, ages 21+

Mrs. Marshall's Old
Fashioned
Johnny Jump Up
Sazerac
Frozen Dude
Dark & Fancy
Cherry NotSo Cordial
Ancho & Lefty

Fancy, Non-Dairy and Seasonal

Pricing Varies \$8 - \$13

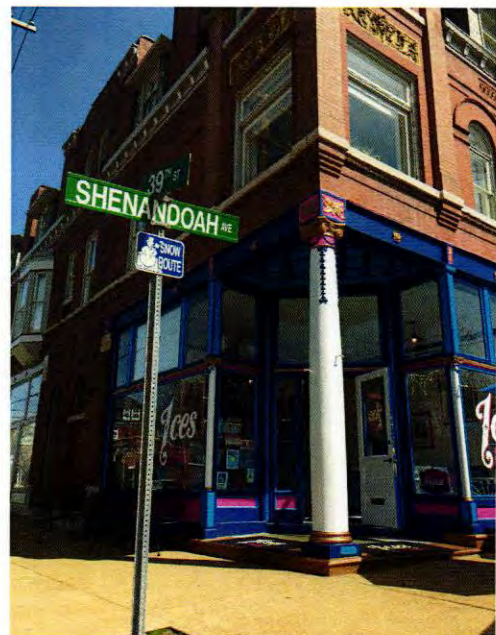
German Chocolate
OJ Sorbet
Pineapple Sorbet
Strawberry Celebration
Campfire S'Mores
Key Lime Cheesecake
Lemon Meringue
Cinnamon Blueberry Crumble



Company History

Ices Plain & Fancy was established in 2014 in St. Louis MO. Immediately becoming a beloved part of the Shaw neighborhood, it anchored the corner of 39th and Shenandoah and maintains successful operations today.

We employ two full-time managers year-round, as well as up to 12 part-time employees. These are mostly mix of area college-age and high school students. We are a first job for many neighborhood teens, and take pride in training them to be successful in their future endeavors.



*Proposed 2nd Location:
824-826 North 2nd Street
Frenchtown, St. Charles*

At our current location in south St. Louis, we are asked several times a week if we have plans to expand - particularly to St. Charles. Ten years ago, customers from St. Charles would visit us in conjunction with trips to nearby attractions such as the Zoo or the Missouri Botanical Garden. These days, we have a large group of St. Charles regulars who make the drive just for our ice cream! So when scouting for a second location, St. Charles is the first place we looked. We fell in love with Frenchtown and would love to be a part of the growth that is planned for that area.

The first floor unit at 824-826 North Second Street would be a perfect fit. We would need to build our ice cream line, which would involve adding plumbing and moving electric to accommodate the necessary refrigeration on the back half of the 826 side. The 824 side would be something we've always dreamed of - a larger dining room, for those inclement weather days! We would also like to add sidewalk cafe tables under the front balcony of the building.

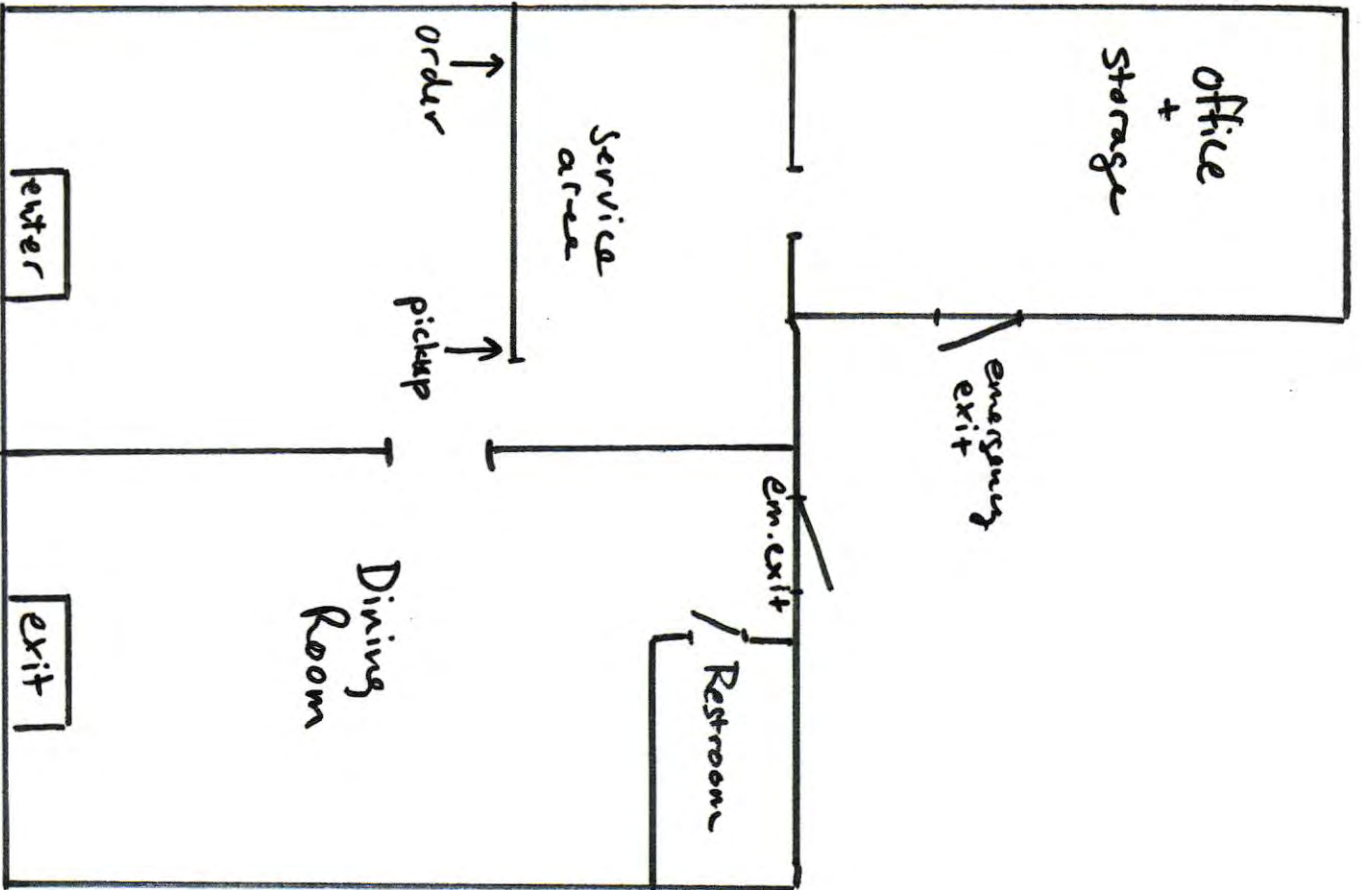
Operating Hours

We are open year-round, but due to the nature of the ice cream business, we change our operating hours seasonally. At the height of the season proposed hours would be 11am-10pm daily.

Parking

We love to be in a walkable neighborhood, as people enjoy grabbing an ice cream on their walks around town. But we are also a destination location, so do have many people drive to us. We currently only have on-street parking, but it has never been an issue. Most of our customers spend 20 mins or less on site, so spots rotate frequently.





824 N 2nd St

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025
Regular Special Work Session
ATTACHMENT: YES NO
Report Resolution Ordinance



Ward(s): 1 - Otto Sponsor(s): N/A

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE
Case No. LL-2025-11
Applicant: Darlene Crask d/b/a Ices Plain & Fancy at 824 N 2nd Street .

License Type: Full by the drink and Sunday

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

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

Summary:

Attached is a request from Darlene Crask for the grant of a liquor license for Ices Plain & Fancy located at 824 N 2nd Street. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri.

Staff Recommendation: Approved.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: PMB Dept. Dir. Gao Finance Dir. Gao Dir. of Admin. J

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.


Before the attached liquor license application submitted by:

Applicant name: *Darlene Crask*
d/b/a: *Ices Plain & Fancy*
Location: *824 N 2nd Street*

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

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

Police Department:

Approved Signature:  _____ Date: 7/28/2025

Not Approved Reason(s): _____

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

Before the attached liquor license application submitted by:

Applicant name: *Darlene Crask*
d/b/a: *Ices Plain & Fancy*
Location: *824 N 2nd Street*

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: *Joe Gragnani* Date: 7/28/2025

07/28/2025

Liquor License Application Departmental Approval Form

Please Return to Patricia Bayes / Collection Dept. A.S.A.P.

Before the attached liquor license application submitted by:

Applicant name: Darlene Crask
d/b/a: Ices Plain & Fancy
Location: 824 N 2nd Street

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

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

Community Development

Zoning District FD Historic Preservation District FPD Occupancy Permit No

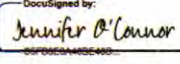
Approved **Approved with Conditions** **Not Approved**

Conditions of Approval _____

Reason(s) for denial: _____

Signature:  Date: 7/28/2025

Finance Department

Approved Signature:  Date: 7/28/2025

Not Approved Reason(s): _____

824 N 2ND STREET



RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. CU-2025-16. An application for a Conditional Use Permit from §400.200(C)(1)(d) for a multifamily dwelling with more than eighteen (18) units per acre, specifically requesting nineteen point seven (19.7) units per acre (or fourteen (14) units on a 0.71 acre lot), within the "HCD/SMPD" Historic Commercial District, within the South Main Preservation District. The subject property is located at 1028-1038 S. Main Street and located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for a Conditional Use Permit for the Katy Trail Place Development, specifically to increase the density from eighteen (18) units per acre to nineteen point seven (19.7) units per acre, or fourteen (14) units over the permitted by-right unit of 12 on a 0.71 acre lot. The proposed development is located at 1028-1038 S Main Street within the "HCD/SMPD" Historic Commercial District, within the South Main Preservation District. The requested increase in dwelling units per acre requires the approval of a Conditional Use Permit as outlined within the Zoning Ordinance. Associated with this application is a Preliminary Plat submittal (SUB-2025-01) for City Council review and approval.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Narrative Justifying Proposed Increase in Density

The proposed increase in density for the Katy Trail Place development is consistent with the intent and character of the surrounding area and aligns with the City's goals for infill development and sustainable land use. This site, located along South Main Street, is uniquely situated to support a higher density residential development due to its proximity to key amenities such as the Katy Trail, historic downtown St. Charles, and existing mixed-use developments. Increasing the density from the standard zoning allowance will allow for a more efficient use of land, promote walkability, and provide a wider range of housing options in a desirable and growing area.

Furthermore, the proposed design maintains a thoughtful approach to scale and compatibility with the adjacent neighborhood, ensuring that building heights and architectural elements are in harmony with existing structures. The increased density will not negatively impact the character or infrastructure of the surrounding area, and all utilities, access, and fire safety requirements will be met or exceeded.

This request reflects an effort to thoughtfully respond to market demand for well-located housing while supporting the City's broader goals for responsible urban growth.



AGENDA ITEM #7 & 8

**STAFF REPORT
CASE NO. CU-2025-16 &
SUB-2025-01**

**JULY 14, 2025
BY MADELYN P. BROWN**

APPLICANT: Christopher Pike
Thomas Alan Group Architects
23 North Gore Avenue, Suite 302
Webster Groves, MO 63119

OWNER: Katy Trail Development, LLC
556 Leffingwell Avenue
Kirkwood, MO 63122

ADDRESS/LOCATION: 1028-1038 S Main Street
Ward 2

ACREAGE: Approximately 0.71 Acres

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

PROPOSAL: Development of a Fourteen (14) Unit Attached Townhomes Development

REQUEST

The applicant has submitted two (2) applications for conditional use and preliminary plat review, specifically for fourteen (14) unit attached townhomes within the City of St. Charles:

1. A conditional use permit for a multifamily dwelling with more than eighteen (18) units per acre, specifically requesting nineteen point seven (19.7) units per acre (or fourteen (14) units on a 0.71 acre lot), within the “HCD/SMPD” Historic Commercial District, within the South Main Preservation District.
2. A preliminary plat application for Katy Trail Place, to include fourteen (14) residential lots and common ground on a 0.71 acre property.

This report will address/analyze both applications. The property is located at 1028-1038 S Main Street within Ward 2 and represents the last undeveloped property within the SMPD District of S Main Street. An associated site plan is slated for review/approval at the July 21, 2025 Landmarks meeting, as the Landmarks Board has specific purview due to the location within a historic district.

CONDITIONAL USE ANALYSIS

This conditional use request is specifically to increase the density from eighteen (18) units per acre to nineteen point seven (19.7) units per acre, or fourteen (14) units over the permitted by-right unit

of 12 on a 0.71 acre lot. The requested increase in dwelling units per acre requires the approval of a Conditional Use Permit as outlined within the Zoning Ordinance.

As outlined above, the proposed development includes fourteen (14) new attached townhomes. With 14 units on a 0.71 acre lot, the resulting density is approximately 19.7 units per acre. Per the applicant, the proposed development was designed to “allow for a more efficient use of land, promote walkability, and provide a wider range of housing options in a desirable and growing area”. Therefore, an increase in density is needed to meet these development goals.

Additionally, this proposal is only an approximately 9% increase compared to the permitted density, which would be considered by staff a “non-substantial” increase because it is less than 25%. This 25% metric is based upon the criteria utilized for analyzing and granting variances during Board of Adjustment review. Anything in excess of 25% is considered substantial and conversely anything under 25% is considered minor. The reason this 25% metric is also provided, is this request is similar in effect to variance requests reviewed by the Board of Adjustment (increases over identified zoning standards). In addition to being a non-substantial increase in density, the proposal displays good design that fits into the fabric of the surrounding area and is fully compliant with the City’s Design Guidelines for the SMPD historic district. Traditional multi-family zoning allows a maximum of eighteen (18) units per acre. However, the project is located within the downtown of the City, the most centralized area of the city, where higher density should and can be appropriate.

After review by staff, there are other multi-family developments within the general vicinity which have a density that exceeds 18 units per acre. This includes existing developments and recently approved developments, which have yet to be constructed (see Table 1 below, Figure 1 and Figure 2 on page 2).

| Development | Units | Size (acres) | Density | Zoning |
|--------------------------|--------------------------|--------------|------------------|----------------|
| Streets of St. Charles | 579 approved (309 built) | 26 | 22.27 units/acre | PD-MU |
| Metro on 5th Street | 572 built | 28.93 | 19.77 units/acre | PD-C |
| Crestview Apartments | 256 built | 9.63 | 26.58 units/acre | PD-RF |
| Heart of St. Charles | 120 proposed | 5.01 | 23.95 units/acre | PD-MU |
| 5th Street & 1st Capitol | 130 proposed | 1.38 | 94.20 units/acre | CBD/EHP-FSC/HD |
| 1119-1127 S Main | 34 proposed | 0.77 | 44.16 | PD-RF |

Table 1: Table of nearby developments with densities exceeding 18.0 units per acre.

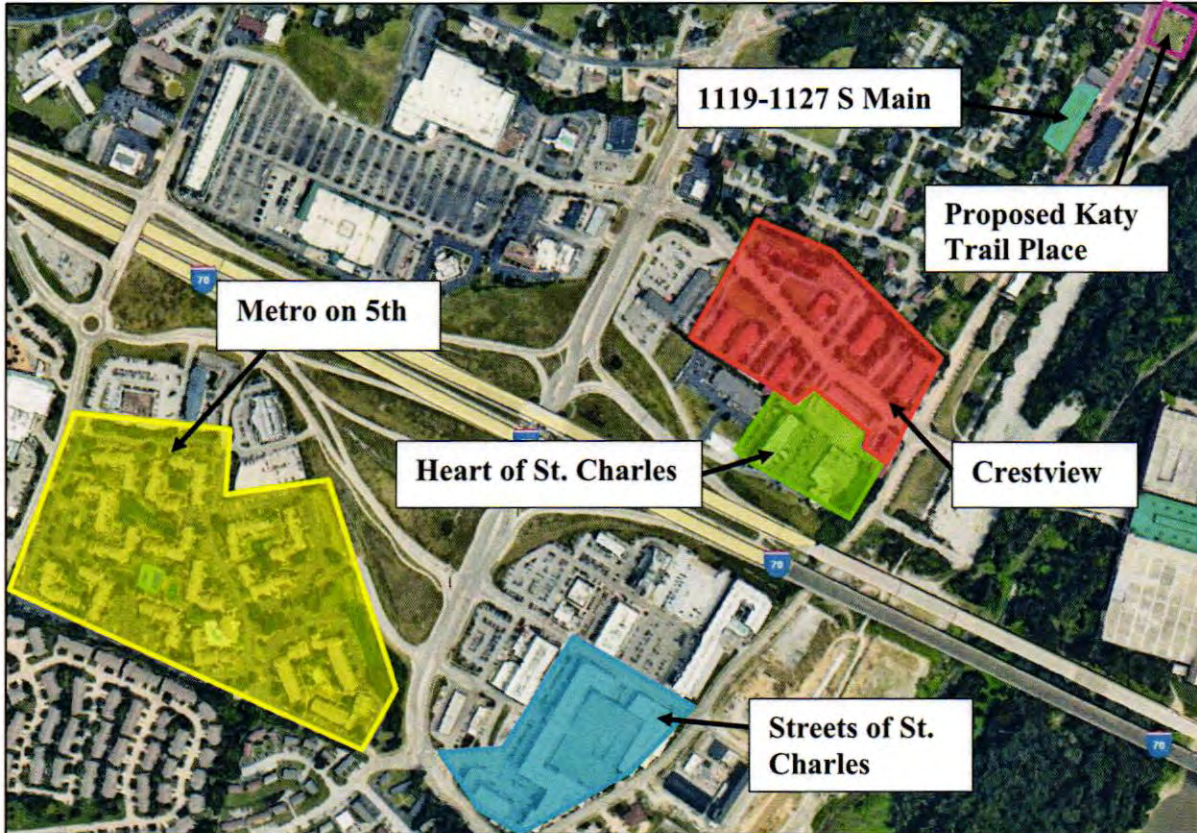


Figure 1: Aerial of nearby developments with densities exceeding 18.0 units per acre, also including subject property.



Figure 2: Aerial of approved development at 5th Street and 1st Capitol north of the subject property.

As stated above, the centralized downtown area generally should be the densest portion of any City and should achieve a higher density compared to other locations. The nearby developments reflect this with densities that exceed the 18 units per acre standard.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land

use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located nearest and within Activity Center #6 (Historic Downtown). The proposed density increase at this location is in conformance activity guidelines provided above and would be supported/consistent overall by the Comprehensive Plan.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 1028-1038 S Main Street adjacent and within Activity Center #6. The proposal is consistent with the goals of the Comprehensive Plan, and would be in conformance with the density, intensity, and activity guidelines provided above.

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

Based upon a review of the proposal and the increase in density, staff believes this development can operate in compliance with the Zoning Ordinance and Comprehensive Plan. The use should not have an adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way. The proposed design is in line with the Design Guidelines of the SMPD, which fits into the historic fabric of this historic neighborhood. Adequate utilities services (transportation, water, sewer, and emergency services) are also present

and plans will abide by City Building & Fire Code. Additionally, the traffic impact is minimal, with parking located at the interior of the site; therefore, additional right-of-way improvements are not triggered by this development. In addition to parking being interior to the site and compliant with code, the impact of this development does not require any street improvement to Barbour and South Main Street.

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

Staff believes a proposed increase in density can be compatible within this residential/commercial corridor from a land use perspective. Additionally, the proposal would be consistent with the other high density uses in this area. As indicated above, the increase to 19.7 units per acre (or 14 units in total) represents a minimal increase over the permitted by right density of 18 units per acre.

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

Staff believes the proposed increase in density at this location would not have an undue burden on public services. Adequate utilities services (transportation, water, sewer, and emergency services) are present and plans will abide by City Building & Fire Code.

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

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

PRELIMINARY PLAT ANALYSIS

The applicant is proposing a Preliminary Plat containing fourteen (14) lots at this location for attached townhomes with common ground. Seven (7) townhomes will have frontage at South Main Street, while the remaining seven (7) units will have frontage of the Katy Trail to the rear of the lot. The proposal is compliant with the design standards of the HCD Historic Commercial District and the SMPD South Main Preservation District overlay.

Transportation/Access

The development proposes access via one (1) driveway off the north side of Barbour Street (a public street), that will provide access for planned garages interior and attached to the planned structures to the site.

Common Ground

A total of 0.31 acres of common ground is proposed (43.6% of the development), with this space designated as drive aisles for vehicle navigation at the center of the site and landscaped areas at the perimeter of the site. Per Engineering Dept. review, detention is not required at this site, thus common ground has not been dedicated for such purpose.

Floodplain

The subject property is located and effected by the 1% (100-year) floodplain. As a part of the floodplain requirements, future residential structures are required to be elevated to meet City floodplain standards. Per the submitted preliminary plat and review of the proposal, the proposed is projected to be compliant with City floodplain standards.

STAFF RECOMMENDATION

After review of the request against the City's Zoning Ordinance, Subdivision Ordinance, Comprehensive Plan and area development patterns, staff has documented:

- The requested density increase is compliant with the goals of the downtown area;
- Is compatible with the land use patterns and zoning of the surrounding area;
- The proposed subdivision is fully compliant with City Subdivision Ordinances.

Generally conditional uses are often accompanied with specific conditions recommended by staff to ensure compliance with city standards and other development goals of the city. This development represents overall good design, compliance with the historic standards and represents a minimal increase in densities over zoning standards which staff has documented should not have any negative effect on the surrounding community/neighborhood; therefore, no conditions are being proposed by staff. The Department of Community Development recommends that the Conditional Use and Preliminary Plat request be forwarded to the City Council with a **favorable** recommendation as submitted.

Recommended Motions:

CU-2025-16

Motion to forward a recommendation of approval to the City Council for application CU-2025-16 as submitted.

SUB-2025-01

Motion to forward a recommendation of approval to the City Council for the Preliminary Plat for Katy Trail Place as submitted.

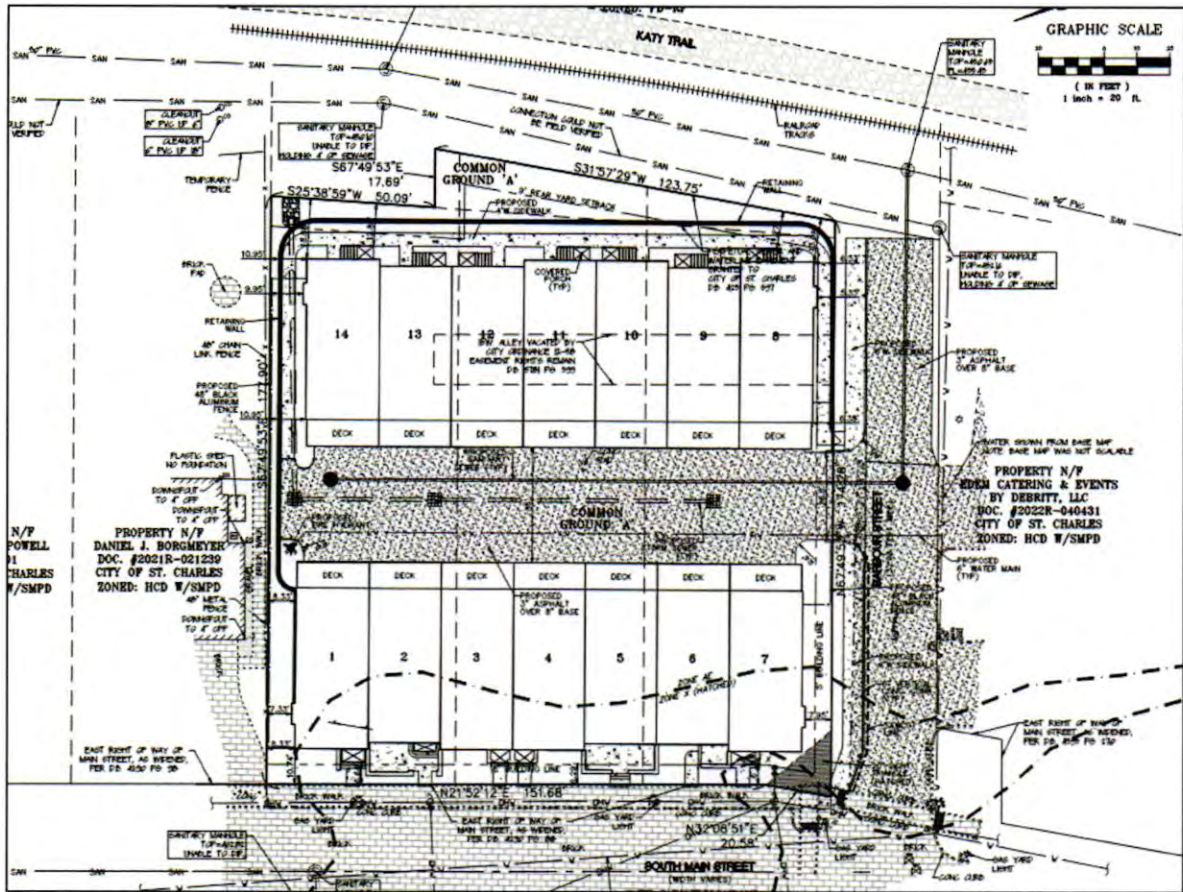


Figure 3: Proposed Preliminary Plat



Figure 4: Aerial of Subject Property

VIEW FROM THE SOUTHEAST NEAR SOUTH MAIN STREET AND BARBOUR STREET



| No. | Description | QTY |
|-----|-------------|--------|
| 1 | PRINT SET | 6-1000 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

THOMAS ALAN GROUP
ARCHITECTURE | DESIGN | INTERIORS
22 KENNEDY AVENUE, SUITE 202
DUBLIN, MASSACHUSETTS 01930
(508) 231-8878 • THOMASALANGROUP.COM

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6 & 8

Sponsor(s): N/A

Description:

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

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant has requested this item be TABLED until the August 19, 2025 City Council meeting.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

July 28, 2025

VIA EMAIL (john.boyer@stcharlescitymo.gov)

John Boyer
Assistant Director of Community Development
City of St. Charles
200 N. Second Street
St. Charles, MO 63301



Re: Case No. CU-2025-10

Dear John:

On behalf of CRG Cumulus, LLC (“CRG”), the undersigned requests that Conditional Use Permit application CU-2025-10, which is scheduled for a public hearing and consideration by City Council on Tuesday, August 5, 2025 be postponed until the City Council meeting on Tuesday, August 19, 2025. Specifically, CRG requests that (i) the public hearing be continued and (ii) that the consideration of CU-2025-10 be tabled/postponed until Tuesday, August 19, 2025. Further, CRG asks that this request be provided to the City Council as soon as possible.

CRG desires this additional time to enable CRG to gather information that is responsive to comments and requests from the City and the general public about this project. Should you need anything further from us, please do not hesitate to ask.

Thank you in advance for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ed Kelly". The signature is written in a cursive style.

CRG CUMULUS, LLC

cc: Zachary Tusinger (zachary.tusinger@stcharlescitymo.gov)

Larry Dobrosky (lawrence.dobrosky@stcharlescitymo.gov)

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
July 8, 2025**

The City Council of the City of Saint Charles, Missouri convened in a Work Session at 6:00 p.m. on Tuesday, July 8, 2025, in the Council Chambers of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Michael Galba presiding and the Members of the Council present as follows: Brian Gould, Bart Haberstroh, Mark Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Justin Foust and Steve Hollander. City Clerk Kimberly Hudson was present and performed the duties of that Office.

Presentation Relative to the Saint Charles Convention Center Parking

Public Safety Director Ray Juengst provided a presentation relative to overflow parking concerns in residential neighborhoods surrounding the Saint Charles Convention Center during high-attendance annual events. He explained that although the Convention Center is located within the City of St. Charles, the adjacent neighborhoods are in unincorporated St. Charles County and therefore fall outside of the City's jurisdiction. Chief Juengst noted that the affected County streets currently have no parking restrictions and even if restrictions were implemented, enforcement would be the responsibility of St. Charles County, not the City Police Department. Chief Juengst outlined several measures the City will take to help reduce overflow parking in nearby neighborhoods. These measures include the use of electronic signage directing attendees to shuttle lots, installation of "No Event Parking" signs along residential walkways, Convention Center security staff in golf carts to educate pedestrians and the placement of St. Charles City Police Officers at remote lots to guide and inform event attendees. He concluded by stating the City will continue to refine parking strategies in coordination with the County and event organizers, prioritizing community impact, safety and attendees' experience.

Presentation Relative to Proposals to Update the Façade Grant Program and Economic Development Loan Program

Director of Community Development Zach Tusinger and Preservation Planner Taylor Moore provided a presentation relative to the Façade Grant Program. The presentation included a review of the current program and proposed changes. Key issues identified with the review of the current program are that the current funding limits the number and scope of projects,

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
July 8, 2025**

eligibility criteria based solely on age does not align with historic preservation goals, the permitting of mechanical projects for commercial structures while this program is intended for façade preservation and current quarterly allocations and associated deadlines are challenging. Staff's proposed changes to the Façade Grant Program are to increase the annual budget from \$50,000.00 to \$100,000.00, restrict the program to its core purpose of historic façade preservation, shift to two annual allocations and revise the eligibility standards for structures. Discussion was held relative to the proposed changes. It was the consensus of the Councilmembers present that staff move forward with the proposed changes, as presented and bring forth a resolution to the Council later this year so that the new Façade Grant Program can begin in 2026.

Finance Director Jennifer O'Connor and Economic Development Specialist Kory Goodson provided a presentation relative to the current Economic Development Grant Program. Ms. O'Connor reported \$50,000.00 is annually put into the Capital Improvement Program (CIP) but is rarely used and there are no guidelines. She reported staff would like to develop guidelines for a new Economic Development Grant/Loan initiative and explore partnerships to support implementation. It was the consensus of the Councilmembers present that staff continue working on the development of an Economic Development Grant program and bring back a solid plan in 2026.

Presentation Relative to the Capital Improvement Program (CIP) for Calendar Years
2026-2031

Director of Finance Jennifer O'Connor provided a presentation relative to the 2026-2031 Capital Improvement Program (CIP). Ms. O'Connor gave a brief explanation of what a CIP is and the Council's role in the CIP process. Further, Ms. O'Connor's presentation included a comprehensive look at the 2026-2031 CIP which included accomplishments, highlights, revenue updates, gaming revenues and reduction, CIP overview (projected resources v. planned CIP projects) and project allocations by department. A brief discussion was held relative to the proposed CIP.

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
July 8, 2025**

Presentation Relative to Legacy Farms Park Funding Opportunities

Director of Parks and Recreation Maralee Britton provided a presentation which reviewed Phase 1, Phase 2 and Phase 3 of Legacy Farms Park. Phase 1-Family Play and Nature Activity is expected to be completed December 2026 at a cost of \$5,400,000. The current project fund balance is \$3,181,436, resulting in a funding shortfall of \$2,218,564. Ms. Britton noted that \$220,000 is available from the Parks General Fund and reviewed options to cover the remaining \$2,000,000 shortfall. These options included obtaining a three-year bank loan or a three-year inter-fund loan from the City.

Discussion was held relative to the project, future park phases and funding options for Phase 1. Ms. Britton explained that the Parks Department has \$3,000,000 reserved to cover a claw back provision in the sale agreement for the Mueller Soccer Fields. This provision allows the City first right of refusal to repurchase the fields should the developer fail to install the agreed-upon number of turf fields within five years. Ms. Britton indicated the developer is currently on track to meet this requirement within the designated timeframe.

Director Dobrosky, per recommendation of Finance Director Jennifer O'Connor, proposed utilizing \$2,000,000 from the \$3,000,000 reserve, eliminating the immediate need for any loans. Should the developer fail to fulfill their turf field obligations, the City could secure a loan to replenish this fund.

Ms. Britton also noted the CIP for 2026-2031 allocates \$700,000 annually, generating \$4,360,000, which could be used to repurchase the soccer park, if necessary.

Councilmember Denise Mitchell inquired if the Park was currently being used as collateral and expressed concern relative to this issue. Following discussion, it was the consensus of the Councilmembers present that the Parks and Recreation Board and the Council each bring forward a resolution authorizing the use of \$2,000,000 from the \$3,000,000 reserve to fund the

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
July 8, 2025**

Phase 1 shortfall. Additionally, it was agreed the Parks and Recreation Board would allocate the \$700,000 annually from the CIP back into the reserve fund. Should the developer default on the turf field requirement, Council would authorize staff to obtain a loan to restore the \$2,000,000 to the Parks fund.

A motion was made by MARK HOLLANDER to adjourn. BILL OTTO seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer



STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
June 17, 2025

The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, June 17, 2025, at 5:30 p.m. in Conference Room A on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles, Missouri with Vice Chairman Bart Haberstroh presiding and members of the Committee present as follows: Mark Hollander, and Vince Ratchford. Absent: None. Also present were Director of Engineering Dan Mann, Assistant City Engineer Nick Galla, Engineer Alex Weidenbenner, Assistant City Administrator Larry Perney, Director of Community Development Zachary Tusinger, and Police Lieutenant Shawn Hoselton. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

Engineer Alex Weidenbenner provided an update relative to the Traffic Service Requests report. To date, there were four open traffic requests. Two new requests were created in the month of May. He noted that the traffic counter has been placed at 80 locations throughout the City between April 2024 and the present. A brief discussion was held relative to this topic.

Update on the 2025 Annual Street Maintenance Projects

Assistant City Administrator Larry Perney reported estimated funding and locations for 2025 pavement maintenance projects as listed below. The bid opening dates are listed with the projects. Monthly updates will be included as contracts are approved

- Pavement maintenance project - \$845,000.00 – Bid 4794 opening May 21, 2025
 - Asphalt 2” mill and overlay – proposed subdivisions: Ferncliff, Lynnbrook, Indian Hills and Westbury
 - Bid Closed – Contract awarded to Ford Asphalt Co. Inc.
- Concrete joint crack seal project - \$190,000.00 budget – Bid 4796 opening May 22, 2025
 - 600,000 linear feet of joints and seams in concrete streets in Wards 1, 6, and 10
 - Bid Closed May 28, 2025 – Contract awarded to Sweetens Concrete Services
- Sidewalk Mudjacking - \$150,000 – Bid 4796 opening January 2026
 - Eliminating sidewalk offsets and trip hazards in various locations.

A brief discussion was held relative to this topic.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
June 17, 2025

Discussion Relative to the Possible Adoption of the SafeAcross Program

Assistant City Engineer Nick Galla reported staff was contacted by a St. Charles resident requesting the City to look into the SafeAcross Program developed by Springfield MO and sponsored by the Missouri Department of Transportation (MoDOT). SafeAcross is a pedestrian safety initiative that pairs specialty signage with playful educational messages to train drivers to recognize crosswalks and yield for pedestrians. The various elements of SafeAcross aim to normalize courteous behavior and promote pedestrian-friendly communities. The primary goal of the program is to reduce vehicle accidents that involve pedestrians and generally slow drivers down in high-pedestrian areas.

The program involves the addition of one or two yellow-green signs of 6 foot tall steel pedestrian people. The signs move through various locations through the City on a planned schedule. The program requires an ad campaign and promotion through the City's website and newspaper. Springfield recommends having the police department monitor and enforce the pedestrian crossing yield as well.

Springfield reports that driver compliance for yielding to pedestrians rose from 25% to 50% as a result of this program. They also reported a reversal of their trend in increasing pedestrian accidents.

Springfield estimates that the program will cost about \$17,000 on year one for the initial installation and then roughly \$4,000 to maintain the program moving forward. These costs do not include City staff time. MoDOT has a grant program to assist municipalities that want to implement this program. Attached is the City of Springfield pedestrian crosswalk data, the SafeAcross Implementation Guide and the SafeAcross brochure.

Staff recommends adopting the SafeAcross program and seeking funding from MoDOT to implement the program.

A brief discussion was held relative to this topic.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
June 17, 2025

It was the general consensus of the Street Committee members present to move forward with the adoption of this program.

Discussion Relative to Installation of a New Access Gate on West Randolph Street for the Animal Shelter

Assistant City Engineer Nick Galla reported that West Randolph Street is a dead-end roadway with a cul-de-sac west of the City's Animal Shelter at 2835 West Randolph Street. This portion of West Randolph Street is very secluded and lends itself to illegal dumping and other suspicious activity. Engineering is working with Community Development to make this a safer area. After discussions with the St. Charles Animal Shelter, the plan is to install a new gate just past (west) the Animal Shelter parking lot. This will restrict vehicular access west of the Animal Shelter.

Currently, there are two private properties west of the Animal Shelter that might need access. City staff has already discussed restricting access with these property owners. The one property is a vacant residential lot owned by Richard and Sally Montgomery. The lot is heavily wooded making it difficult and expensive to develop; and therefore has remained vacant. The current property owners are willing to donate the property to the City. The donation request will be presented to Council for approval. The other property is at 6 Le Chateaux Court has access to the rear of the property via West Randolph Street. They are in favor of the gate and willing to talk to Animal Shelter staff for vehicular access when needed.

He reported staff recommends moving forward with installing the gate on West Randolph Street to reduce the risk of illegal activity in the area. Animal Control and Police Department will manage access needed by the public.

A brief discussion was held relative to this topic.

It was the general consensus of the Street Committee members present to move forward with the installation of the gate on West Randolph Street.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
June 17, 2025

The Street Committee meeting adjourned at 5:49 p.m.

Date Approved

Bart Haberstroh, Vice Chairman
Street Committee

Assistant City Clerk



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
July 1, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, July 1, 2025, at 7:01 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: Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Justin Foust. Assistant City Clerk Emily Galantowicz 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.

A motion was made by MARK HOLLANDER to excuse the absence of Councilmember Justin Foust. MARY WEST seconded the motion. All voted in favor, motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

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

Deputy Fire Chief Joe Gagnani and EMS Battalion Chief Marc Doll announced that the Fire Department received the American Heart Association's Mission Lifeline Gold Status Award—an honor given to only five percent of agencies nationwide for excellence in training and cardiac emergency care. They thanked the Mayor and Council for their continued support, noting its impact on patient outcomes.

PUBLIC COMMENT

Arnie C. A.C. "Honest Abe" Dienoff – County Public Advocate, P.O. Box 1535, O'Fallon, MO, spoke relative to the State budget, Law Enforcement Center and dispatcher experience.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
July 1, 2025

REPORT OF THE MAYOR

Administration of the Oath of Office to Newly Appointed City Attorney Holly Magdziarz
Mayor Daniel J. Borgmeyer administered the Oath of Office to newly appointed City Attorney Holly Magdziarz.

Assistant City Administrator Larry Perney announced the promotion of Zachary Stanley to Assistant Public Works Director. Mr. Stanley was promoted from his position as Facilities Superintendent due to his exemplary leadership in that role.

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

Veterans Commission

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

MARY WEST 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.

File #49393

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Mary West complimented Project Manager Cody McClain on his work with the Pundmann Parkway reconstruction project. She reported that President of the Carrollton Manor Home Owners Association, Bob McGrath, said, “Cody McClain gets a five-star review from us. It is great to get a job done, but it is even better if you do not stir up the natives.”

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Councilmember Steve Hollander thanked Mayor Borgmeyer for attending the 175th anniversary of St. Peter Parish held last weekend. There was a great celebration with the Archbishop, and the Parish received the Horizon Award.

Councilmember Bill Otto reported attending the Tomato Festival at the Marketplace and noted highlights such as a participant in a tomato costume and a salsa judging contest. He commended Assistant Director of Special Events and Communications Erica Pospisil for successfully overseeing the event while Director Beth Norviel was out on a well-deserved vacation.

Councilmember Michael Galba gave a shout out to Fire, Police, Public Works and Special Events and Communications for their assistance during a few first-time new events in New Town. The BBQ Festival and Farmer's Market were well attended and well received.

PUBLIC HEARING

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

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

- B. Case No. LL-2025-9 – Approval of a Liquor License for Shannon Reuther d/b/a Swing-A-Round located at 3541 Veterans Memorial Parkway. (Ward 6) ***(RCA Attached)***

- C. Case No. CU-2025-10 (CRG Cumulus, LLC) An application for a Conditional Use Permit per §400.320(C) for the production/use/handling/storage of any

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a planned industrial project within the “I-1/WHP”. The subject property is approx. 440 acres, generally located on the N and S sides of Highway 370 & between Huster Rd. and Harry S Truman Blvd. The subject property is located in Ward 6 and Ward 8. *(RCA Attached)*

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

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

- D. Case No. CU-2025-11 (Jackson Cox) An application for a Conditional Use Permit per §400.250(C)(1) for a Tattooing Establishment use within the “I-2/WHP” Heavy Industrial District and within the Wellhead Protection District located at 3755 New Town Boulevard. The subject property is located in Ward 8. *(RCA Attached)*
- E. Case No. CU-2025-12 (Natacha Douglas) An application for a Conditional Use Permit from §400.330(C)(3) for outdoor music associated with a permitted restaurant/cafe use within the HCD/SMPD Historic Commercial District within the South Main Preservation District located at 524 South Main Street. The subject property is located in Ward 2. *(RCA Attached)*
- F. Case No. Z-2025-06 (Adam & Jennifer Solomon) An Ordinance Rezoning to City of St. Charles Zoning District “R-1E” Single-Family Residential District from St. Charles County Zoning District “R1E” Single-Family Residential District

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Approximately 0.5 Acres of Land with an Address of 5 Hardwood Drive.
(Council Bill 13994)

- G. Case No. Z-2025-05 (Paul Mertz) An Ordinance Rezoning to City of St. Charles Zoning District “R-1D” Single-Family Residential District from St. Charles County Zoning District “R1E” Single-Family Residential District Approximately 15,713 Square Feet of Land Located Adjacent to 424 Blanche Drive. **(Council Bill 13996)**

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. Closed Session Meeting of May 6, 2025
2. Regular City Council Meeting of June 3, 2025

File #49361

3. Public Hearing of June 3, 2025

File #49397

4. Work Session of June 3, 2025

File #49367

5. Work Session of June 17, 2025

File #49367

6. Public Hearing of June 17, 2025

File #49398

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B. Receipt of Reports from Boards, Commissions and Committees

1. Frenchtown Special Business District Meeting of May 8, 2025

File #49381

2. Audit Committee Minutes of January 14, 2025

File #49399

3. St. Charles Parks & Recreation Board Meeting of February 12, 2025

File #49376

4. St. Charles Parks & Recreation Board Meeting of April 16, 2025

File #49376

5. St. Charles Parks & Recreation Board Meeting of May 7, 2025

File #49376

6. St. Charles Parks & Recreation Board Meeting of June 4, 2025

File #49376

7. Landmarks Board Meeting of May 19, 2025

File #49377

C. Receipt of Director of Administration Reports

1. FITS Report – May 2025

File #49375

D. Approval of Contracts and Easements

1. Agreement Authorizing Acceptance of a Historic Preservation Fund Grant
in the Amount of \$3,120.00

C25-216/ORD 24-119

2. Contract with Ford Asphalt Co. Inc. for the 2025 Annual Asphalt Overlay
Project in an Amount not to Exceed \$1,000,000.00

C25-203

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-
3. Contract with Olathe Ford Sales, Inc. for the Purchase of One (1) 2026 Ford F-550 Truck and One (1) F-550 4x4 Chassis Cab in an Amount not to Exceed \$205,851.00

C25-202

4. Contract with Sweetens Sealing Services, LLC for the Annual Concrete Crack Seal Project 2025 in an Amount not to Exceed \$105,636.48

C25-204

E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited - ~~June~~ May 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*)

File #49365

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

BILLS FOR FINAL PASSAGE

BILL 13988

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #8)

(SPONSOR: BART HABERSTROH)

Passed “Aye”:

Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell,
Otto, Ratchford and West

“Nay”:

None

Absent:

Foust

Approved by the Honorable Mayor on July 2, 2025 and is known as Ordinance **25-054**

BILL 13989

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

Passed “Aye”:

Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell,
Otto, Ratchford and West

“Nay”:

None

Absent:

Foust

Approved by the Honorable Mayor on July 2, 2025 and is known as Ordinance **25-055**

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)

Passed “Aye”:

Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell,
Otto, Ratchford and West

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“Nay”: None

Absent: Foust

Approved by the Honorable Mayor on July 2, 2025 and is known as Ordinance **25-056**

BILL 13991

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

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

“Nay”: None

Absent: Foust

Approved by the Honorable Mayor on July 2, 2025 and is known as Ordinance **25-057**

BILLS FOR INTRODUCTION

The following Council Bills were introduced.

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,

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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*)

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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)*

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ITEMS FOR COUNCIL ACTION

There were no Items for Council Action

CLOSED SESSION

At 7:56 p.m., MARK HOLLANDER made a motion to adjourn into closed session pursuant to RSMo 610.021(1), RSMo 610.021(2), RSMo 610.021(3), RSMo 610.021(12), and RSMo 610.021(13), as amended. BILL OTTO seconded the motion. A roll call vote was taken with the following results: “Aye”: Galba, Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, and West. “Nay”: None. Absent: Foust. Motion passed.

The closed portion of the Regular Council Meeting adjourned at 9:19 p.m.

At 9:20 p.m., a motion was made by MARK HOLLANDER to adjourn the Regular City Council meeting. 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 and West. “Nay”: None. Absent: Foust. Motion passed.

The Regular Council Meeting was adjourned at 9:20 p.m.

Date Approved

Emily Galantowicz, Assistant City Clerk

Michael Galba, Presiding Officer



PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
July 1, 2025

On Tuesday, July 1, 2025, a Public Hearing was held on the following items at 7:01 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding and Members of the Council present as follows: Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford and Mary West. Absent: Justin Foust. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

PUBLIC HEARING

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

Director Zachary Tusinger provided an overview of the application.

Kyle Reuther, applicant, spoke in favor of the applicant and its associated Liquor License.

Arnie C. A.C. “Honest Abe” Dienhoff spoke relative to Video Lottery Terminals and games of chance in the establishment.

There being no further comments, MARK HOLLANDER made a motion to close the public hearing and approve the Conditional Use Permit per §400.220(C)(1)(a) for liquor sales associated with an indoor/outdoor recreational use (mini-golf, batting cages and arcade) within “C-2” General Business District located at 3541 Veterans Memorial Parkway with the following conditions as amended by staff:

1. This Conditional Use Permit for liquor sales associated with an Indoor/Outdoor Recreational Use is issued to the applicant (Kyle Reuther & Shannon Reuther) and business (Swing-A-Round Fun Town) only for the property located at 3541 Veterans Memorial Parkway and is not transferable to another location and/or tenant/business.

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Before the City Council of the City of Saint Charles, Missouri
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2. Approval of this Conditional Use is not approval of a Liquor License. A Liquor License shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the Outdoor Recreational Use.
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, Liquor License codes, ordinances concerning disturbances, or conditions of this approval is grounds for revocation of the conditional use approval.
5. Violations of Chapter 600 dealing with Liquor/ Alcoholic Beverages may be grounds for revocation of this Conditional Use.

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, and Galba. “Nay”: None. Absent: Foust. Motion passed.

- B. Case No. LL-2025-9 – Approval of a Liquor License for Shannon Reuther d/b/a Swing-A-Round located at 3541 Veterans Memorial Parkway. (Ward 6) ***(RCA Attached)***

Arnie C. A.C. “Honest Abe” Dienoff spoke against games of chance in the establishment. There being no further comments, a motion was made by MARK HOLLANDER to close the public hearing and approve the Liquor License as presented by staff. MICHAEL GALBA seconded the motion. A roll call was taken with the following results: “Aye”: Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Galba and Gould. “Nay”: None. Absent: Foust. Motion passed.

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

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
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sides of Highway 370 & between Huster Rd. and Harry S Truman Blvd. The subject property is located in Ward 6 and Ward 8. ***(RCA Attached)***

This item was tabled to the July 14, 2025 Planning & Zoning Commission meeting. A motion was made by MARK HOLLANDER to hold the Public Hearing open on Case No. CU-2025-10 until the August 5, 2025 Regular City Council meeting. MARY WEST seconded the motion. A roll call vote was taken with the following results: “Aye”: M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Galba, Gould and Haberstroh. “Nay”: None. Absent: Foust. Motion passed.

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

Director Zachary Tusinger provided an overview of the application.

Arnie C. A.C. “Honest Abe” Dienhoff spoke relative to local and state legislation pertaining to tattoo shops.

There being no further comments, MARK HOLLANDER made a motion to close the public hearing and approve the Conditional Use Permit per §400.250(C)(1) for a Tattooing Establishment use within the “I-2/WHP” Heavy Industrial District and within the Wellhead Protection District located at 3755 New Town Boulevard with the following conditions as amended by staff:

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

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

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
July 1, 2025

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

Director Zachary Tusinger provided an overview of the application.

There being no comments, MARK HOLLANDER made a motion to close the public hearing and approve the Conditional Use Permit from §400.330(C)(3) for outdoor music associated with a permitted restaurant/cafe use within the HCD/SMPD Historic Commercial District within the South Main Preservation District located at 524 South Main Street with the following conditions as amended by staff:

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

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

- F. Case No. Z-2025-06 (Adam & Jennifer Solomon) An Ordinance Rezoning to City of St. Charles Zoning District “R-1E” Single-Family Residential District from St. Charles County Zoning District “R1E” Single-Family Residential District

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
July 1, 2025

Approximately 0.5 Acres of Land with an Address of 5 Hardwood Drive. **(Council Bill 13994)**

Director of Community Development Zachary Tusinger provided an overview of the application. There being no public comments, a motion was made by VINCE RATCHFORD to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. MARY WEST seconded the motion. A roll call vote was taken with the following results: “Aye”: Otto, Ratchford, West, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, and Mitchell. “Nay”: None. Absent: Foust. Motion passed.

- G. Case No. Z-2025-05 (Paul Mertz) An Ordinance Rezoning to City of St. Charles Zoning District “R-1D” Single-Family Residential District from St. Charles County Zoning District “R1E” Single-Family Residential District Approximately 15,713 Square Feet of Land Located Adjacent to 424 Blanche Drive. **(Council Bill 13996)**

Director of Community Development Zachary Tusinger provided an overview of the application. There being no public comments, a motion was made by MARY WEST to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. DENISE MITCHELL seconded the motion. A roll call vote was taken with the following results: “Aye”: Ratchford, West, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, and Otto. “Nay”: None. Absent: Foust. Motion passed.

The Public Hearing adjourned at 7:46 p.m. and the Regular Session continued with the order of business.

Date Approved

Emily Galantowicz, Assistant City Clerk

Michael Galba, Presiding Officer



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July 15, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, July 15, 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, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Brian Gould. 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.

A motion was made by MARK HOLLANDER to excuse the absence of Councilmember Brian Gould. BART HABERSTROH seconded the motion. All voted in favor, motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

New Idea Recognition Incentive (NIRI) Program Award Presentation

Mayor Borgmeyer announced that Public Works – Water Department employees Ryan Boyle and William Hoffman have received a NIRI award. The Mayor then presented Mr. Boyle and Mr. Hoffman with a check in recognition of their award-winning submission.

Proclamation Welcoming the Xi Mu Sigma Chapter of Sigma Gamma Rho Sorority, Inc. to the City of Saint Charles, Missouri

Mayor Borgmeyer presented a Proclamation to the Xi Mu Sigma Chapter of Sigma Gamma Rho Sorority, Inc. welcoming them to the City of St. Charles.

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PUBLIC COMMENT

Michael Flandermeyer, 3010 Sherwood Lane, St. Charles, Missouri spoke relative to the proposed Cumulus project.

REPORT OF THE MAYOR

Mayor Borgmeyer reported on the following topics:

- Efforts to address speeding issues throughout the City
- Concerns about Board of Adjustment appointments and suggestions for improved appointment criteria
- Need for forward financial planning and improved revenue strategies for boards such as the Library Board and Parks Department/Parks Board
- New economic development proposals
- Continued popularity and success of the City's music festivals

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Denise Mitchell announced she will address the Mayor's report on the Parks Department at the next meeting. Regarding the Board of Adjustment, she agreed with the Mayor that some changes are needed. She noted that the Council and Clerk are collaborating on the next appointment, but reminded that the Board operates under State Statutes, limiting certain changes. Ms. Mitchell also encouraged fellow Councilmembers to attend the monthly St. Charles County Municipal League meetings. The next meeting, hosted by the City of St. Peters, will take place Tuesday, July 29th, at the Water's Edge Banquet Center. Networking begins at 6:00 p.m., dinner at 6:30 p.m., and the meeting at 7:00 p.m., featuring St. Charles County Assessor Travis Welge as the speaker. Please RSVP to Edwina Conley.

Councilmember Steve Hollander announced he spent the day with staff and new employees attending Discovery Day. Mr. Hollander thanked staff for their time in putting together a very well prepared program.

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PUBLIC HEARING

There were no public hearings.

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. Council Work Session Meeting of June 10, 2025
File #49367
2. Regular City Council Meeting of June 17, 2025
File #49361
3. Council Work Session Meeting of July 1, 2025
File #49367
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
File #49373

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

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

-
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

C24-251

2. Contract with Meyer Electric Company, Inc. for the Bluestone Lighting Improvements in an Amount not to Exceed \$187,642.00

C25-211

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

C25-218/ORD 24-119

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

C24-102

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*)

File #49365

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

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

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*)

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

A motion was made by MARK HOLLANDER to reschedule the September 16, 2025 meeting to September 23, 2025, due to a scheduling conflict with the Missouri Municipal League (MML) Annual Conference scheduled for September 14-17, 2025. MARY WEST seconded the motion. A roll call vote was taken with the following results: "Aye": M. Hollander, Mitchell, Ratchford and West. "Nay": S. Hollander, Otto, Foust, Galba, and Haberstroh. Absent: Gould. Motion failed.

File # 49400

The Regular Council Meeting was adjourned at 7:32 p.m.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

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

The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, July 15, 2025, at 5:30 p.m. in Conference Room A on the fourth floor of City Hall, 200 North Second Street, Saint Charles, Missouri, with Vice Chairman Bart Haberstroh presiding and members of the Committee present as follows: Mark Hollander, Bill Otto, Vince Ratchford and Alternate Street Committee Member Denise Mitchell. Absent: Brian Gould. Also present were Director of Engineering Dan Mann, Assistant City Administrator Larry Perney, Assistant Public Works Director Zachary Stanley, Street Superintendent Samuel Thomas, and Police Chief Ray Juengst. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Election of Chairman and Vice Chairman

Councilmember BILL OTTO made a motion to elect Councilmember Vince Ratchford to serve as Chairman of the Street Committee. Councilmember DENISE MITCHELL seconded the motion. All voted in favor, and the motion passed.

Councilmember VINCE RATCHFORD made a motion to elect Councilmember Bart Haberstroh to serve as Vice Chairman of the Street Committee. Councilmember DENISE MITCHELL seconded the motion. All voted in favor, and the motion passed.

Newly elected Chairman Vince Ratchford presided over the meeting upon election.

Monthly Status Update on the Traffic Service Requests

Director of Engineering Dan Mann provided an update relative to the Traffic Service Requests report. To date, there were four open traffic requests. Two new requests were created in the months of June and July. He noted that the traffic counter had been placed at 80 locations throughout the City between April 2024 and the present. A brief discussion was held relative to this topic.

Update on the 2025 Annual Street Maintenance Projects

Assistant City Administrator Larry Perney introduced two new members of the Public Works Department Leadership Team: Zachary Stanley was promoted to Assistant Director of Public

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

Works and Samuel Thomas promoted to Street Superintendent.

Mr. Perney reported estimated funding and locations for 2025 pavement maintenance projects as listed below. The bid opening dates are listed with the projects. Monthly updates will be included as contracts are approved

- Pavement maintenance project - \$845,000.00 – Bid 4794 opening May 21, 2025
 - Asphalt 2” mill and overlay – proposed subdivisions: Ferncliff, Lynnbrook, Indian Hills, and Westbury
 - Bid Closed – Contract awarded to Ford Asphalt Co., Inc.
- Concrete joint crack seal project - \$190,000.00 budget – Bid 4796 opening May 22, 2025
 - 600,000 linear feet of joints and seams in concrete streets in Wards 1, 6, and 10
 - Bid Closed May 28, 2025 – Contract awarded to Sweetens Concrete Services
- Sidewalk Mudjacking - \$150,000 – Bid 4796 opening January 2026
 - Eliminating sidewalk offsets and trip hazards in various locations.

A brief discussion was held relative to this topic.

Discussion Relative to a Three-Way Stop at Elm Point Road and Elm Crossing

Director of Engineering Dan Mann reported this item was discussed at length at the December 17, 2024 Street Committee meeting. At that time, the consensus of the Committee was to eliminate the 3-way stop controlled intersection and have the developer redesign their entrance to keep Elm Point Road in its current alignment with only a stop sign for the new development. City Staff has been working with the developer to review their entrance. This revision has caused impacts to the drainage system, utility impacts and other improvements that were not anticipated or in the developer’s budget. The developer provided a cost comparison between the original plan and revised plan which resulted in additional costs of \$243,041.65. The developer is requesting the City to pay this amount to install the revised entrance. The cost of these improvements was not known during the Street Committee meeting in December 2024 and the City did not budget for these expenses. City Staff has identified a small amount of funding around \$60,000 for drainage improvements that would benefit the future realignment of Elm Point Road.

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

He reported City staff recommends moving forward with the original entrance plan for a 3-way controlled stop intersection and upsizing downstream drainage pipes. At a minimum, staff recommends upsizing the downstream drainage pipe. As budget allows, staff recommends upsizing more downstream drainage pipes to address the existing drainage issues in this area and to accommodate future drainage improvements with the future realignment of Elm Point Road. A brief discussion was held relative to this topic. It was the consensus of the Street Committee members present to move forward with the original entrance plan for a three-way stop-controlled intersection and upsizing the downstream drainage pipes.

The Street Committee meeting adjourned at 6:16 p.m.

Date Approved

Vince Ratchford, Chairman
Street Committee

Assistant City Clerk



PLANNING AND ZONING COMMISSION - MINUTES

June 9, 2025

**City Hall – Council Chambers
200 N Second Street, 4th Floor
St. Charles, MO 63301**

MEMBERS PRESENT:

Shawn Luesse, Chairperson
Julie Bartch, Vice-Chair
Michael Galba, City Council Liaison
Keith Liston
Tyson King
Lindsey Devereux

MEMBERS ABSENT

Adriana Perrone
Mayor Dan Borgmeyer
Missy Palitzsch, Secretary

STAFF PRESENT:

John Boyer, Assist. Director of C.D./Planning Manager
Lara Berry, Planner
Madelyn Brown, Planner
Taylor Moore, Preservation Planner

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, June 9, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

The meeting was called to order by Chairperson, Shawn Luesse, at 6:00 p.m. Vice-Chair, Julie Bartch, took roll. Those in attendance are noted above.

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the May 12, 2025 Planning and Zoning Commission meeting.

Julie Bartch made a motion to approve the minutes. Lindsey Devereux seconded the motion. All were in favor. The minutes were approved.

PUBLIC HEARING: Conditional Use

4. Case No. CU-2025-10. (CRG Cumulus, LLC) An application for a Conditional Use Permit per §400.320(C) for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a planned industrial project within the “I-1/WHP” Light Industrial District and within the Wellhead Protection District. The subject property is approximately 440 –acres (more or less), generally located on the north and south sides of Highway 370 and between Huster Road and Harry S Truman Boulevard. The subject properties will be located in Wards 6 and 8.

Councilmember Galba made a motion to table this application. Commissioner Devereux seconded the motion. All were in favor. Staff did not provide or present any information on this application. While this application was tabled, the advertised public hearing for the application opened with three (3) speakers from the public. Generally, the speakers had noise concerns, creating a buffer between the development and residential, the wetlands, flooding/stormwater runoff, and impacts to the Wellhead. The public hearing will remain open until the July 14, 2025 Planning & Zoning Commission meeting.

PUBLIC HEARING: Rezoning/Annexation

5. 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.

Planner Brown provided the Commission with an overview of the Annexation and Establishment of Zoning requests. The public hearing for the application opened with no speakers from the public. Vice-Chair Bartch

made a motion to close the public hearing. Commissioner Devereux seconded the motion. All were in favor and the public hearing closed. Two (2) separate motions were made: 1) Commissioner King made a motion to forward the Petition for Annexation, as submitted. Commissioner Devereux seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed) and 2) Commissioner King made a motion to forward the Establishment of Zoning application, as submitted. Vice-Chair Bartch seconded the motion. The Zoning application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed). These applications will be considered at the July 1, 2025 City Council meeting.

PUBLIC HEARING: Rezoning/Annexation

6. 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 Residence 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.

Planner Berry provided the Commission with an overview of the Annexation and Establishment of Zoning requests. The public hearing for the application opened with no speakers from the public. Commissioner Devereux made a motion to close the public hearing. Vice-Chair Bartch seconded the motion. All were in favor and the public hearing closed. Two (2) separate motions were made: 1) Vice-Chair Bartch made a motion to forward the Petition for Annexation, as submitted. Councilmember Galba seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed) and 2) Vice-Chair Bartch made a motion to forward the Establishment of Zoning application, as submitted. Councilmember Galba seconded the motion. The Zoning application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed). These applications will be considered at the July 1, 2025 City Council meeting.

PUBLIC HEARING: Conditional Use

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

Planner Berry provided the Commission with an overview of the Conditional Use Permit request. The public hearing for the application opened with no speakers from the public. Vice-Chair Bartch made a motion to close the public hearing. Commissioner Devereux seconded the motion. All were in favor and the public hearing closed. Councilmember Galba made a motion to forward the Conditional Use application, with the following conditions:

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

Commissioner Devereux seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed) at their July 1, 2025 meeting.

PUBLIC HEARING: Conditional Use

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

Planner Brown provided the Commission with an overview of the Conditional Use Permit request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Vice-Chair Bartch made a motion to close the public hearing. Commissioner Devereux seconded the motion. All were in favor and the public hearing closed. Councilmember Galba made a motion to forward the Conditional Use application, with the following conditions:

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

Commissioner Devereux seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed) at their July 1, 2025 meeting.

PUBLIC HEARING: Conditional Use

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

Preservation Planner Moore provided the Commission with an overview of the Conditional Use Permit request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Vice-Chair Bartch made a motion to close the public hearing. Commissioner Devereux seconded the motion. All were in favor and the public hearing closed. Councilmember Galba made a motion to forward the Conditional Use application, with the following conditions:

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

Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed) at their July 1, 2025 meeting.

PUBLIC HEARING: Text Amendment

10. 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 Zoning Ordinance concerning a new Sign Code.

Assistant Director Boyer provided the Commission with an overview of the Text Amendment request. The public hearing for the application opened with no speakers from the public. Vice-Chair Bartch made a motion to close

the public hearing. Commissioner Devereux seconded the motion. All were in favor and the public hearing closed. Commissioner Devereux made a motion to forward the Text Amendment, as submitted. Vice-Chair Bartch seconded the motion. The Text Amendment application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 0 Opposed).

Adjournment

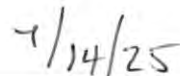
Staff introduced Alanna Bilyeu, the Planning Division's summer intern. Alanna addressed the Commission, speaking about her background and career plans.

The next regular meeting of the Planning and Zoning Commission is scheduled for **July 14, 2025**.

Vice-Chair Bartch made a motion to adjourn the meeting. Commissioner Devereux seconded the motion. All were in favor. The meeting adjourned at 6:56 p.m.



SECRETARY



DATE

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, June 12, 2025 1:00 PM

Conference Room A, City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

Keith Lutz, Acting Chair
Bill Otto, Council Liaison
Melissa Hollander
Alyssa Houska

Staff Members Present:

Jessica Ferguson, Business Development Coordinator
Taylor Moore, Historic Preservation Planner
Madelyn Brown, Planner
Beth Norviel, Special Events/Communications Director
Johnathan Silver, Engineer
Kory Goodson, Economic Development Specialist

ABSENT: Chris Kyle, Brandon Runk, Jeff Sams, Adam Tritz

Call to Order and Call the Roll – Keith Lutz called the meeting to order at 1:01pm. There were four (4) members present, enough for a quorum. Jessica Ferguson conducted roll call.

Nomination of Acting Chair - Keith Lutz was nominated acting Chair with a motion by Melissa Hollander and seconded by Alyssa Houska. All in favor (4-0).

Pledge of Allegiance – Keith Lutz led the Pledge of Allegiance.

Approval of Minutes –Bill Otto made a motion to approve the May 8, 2025 Minutes. Melissa Hollander seconded the motion. All in favor (4-0).

Budget – Alyssa Houska made a motion to approve the budget. Bill Otto seconded the motion. All in favor (4-0).

Update from City Staff – Beth Norviel, Director of Special Events/Communications, discussed upcoming events and 2nd Street closures. Jessica Ferguson, Business Development Coordinator, discussed new businesses in Frenchtown. Jonathan Silver, Engineer, discussed C3. Taylor Moore, Historic Preservation Planner, discussed Side Project Brewing.

Murals in Frenchtown – Keith Lutz discussed options for murals.

Old Business –


- **Fundraising** - Alyssa Houska give update on Historic Frenchtown Association funds. Other fundraising ideas are discussed.
- **New Business Welcome Package** – Board discusses Welcome Packages for new businesses.
- **Event Support** – Board discusses donating to Frenchtown events.
- **Planters** – The drain caps for the planters have been replaced. Holly and Aliana Gillette from Parkview Gardens thanked the Board and discussed other floral options.

New Business – None

Report from City Council Liaison – Bill Otto gives update on City events and new businesses.

Other Information from Staff – Kory Goodson, Economic Development Specialist, gives an update on his new roll.

Adjournment – Melissa Hollander made the motion to adjourn at 2:06pm. Alyssa Houska seconded the motion. All in favor (4-0).



Chris Kyle, Chair

7-10-2025
Date

MINUTES
Senior Citizen Advisory Commission
Tuesday, June 10, 2025
St. Charles City Hall, Conference Room A
200 North Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT

Sheila Eckstein
Shelly Roy
Judy Rhodes
Bill Wallace
Charlie Daniels
Norm Fehl

MEMBERS ABSENT

Althea West
Bridget Alderson

OTHERS PRESENT

Mayor Dan Borgmeyer – City of St. Charles
Carla Bray – City Staff Liaison
Jill Scott – First State Bank

1. Call to Order

The meeting was called to order at 10:00 a.m. by Commission Vice Chairperson Sheila Eckstein.

2. Pledge of Allegiance

All present stood and recited the Pledge of Allegiance.

3. Roll Call

All members were present except those listed above under Members Absent.

4. Approval of May 13, 2025 meeting minutes

Shelly Roy made a motion to approve the May 13, 2025 minutes as noted. Judy Rhodes made the second, all present were in favor, the motion passed.

5. Chairperson Report

In lieu of the Chairperson report, Mayor Borgmeyer joined the Commission meeting and provided the following information.

- Great job with the senior events!
- Recommend getting choreographers for the Fashion Show.
 - Performing Arts Center can help.
 - Mayor does not want it to be a show for old folks!
- Time to do another resource guide.
- Senior data base creation – Goal for 2025
 - STCNow newsletter?
- 501C opportunity? Carla to find out from Legal Department.
- Better Cities for seniors!
 - Redondo Beach example of homelessness process.
 - Court held in homeless area.
 - Vendors/Tents with rehabilitation opportunities.
 - Look for successful senior programs in other areas.
- Update on the new Senior Center was provided.

- 2 years away, possibly 2027.
- Road (Main Street) through to Frenchtown is a priority, then City Hall.
- Container Village coming.
 - Lots going on in Frenchtown!
- Updates were provided on these projects in the City:
 - Historical Society
 - Development in the City
 - 5th and First Capitol building (apartments)
 - Hotels in the City
 - Opioid Task Force

6. Report from Council Liaison

None

7. Old Business

- Presentation of framed AARP acceptance letter and certificate for “Age-Friendly” City.
 - Shelly met with Beth Norviel to discuss:
 - AARP website
 - Building a database
 - Shelly mentioned a former Aging Ahead Executive who raised \$11M under the St. Louis Tax Levy.
 - Need to pull Aging Ahead into this!
- Meals on Wheels funds status (Carla to get this information for the next meeting).
 - St. Charles is 920th in the US
 - 25% supported by government

8. New Business

- Senior Data Base (per Mayor Borgmeyer)

9. Commission Member Announcements

- St. Charles Amateur Sports Museum location?
 - Norm to work with the Mayor.
- Commission is requesting the Mayor attend on a quarterly basis.
- Bill Wallace suggested “Wapelhorst for seniors”.

10. Public Comment

Jill Scott from First State Bank provided the following information.

- AARP training is currently underway at First State Bank, waiting on certification.
- AARP process First State Bank is following.
 - Bank locally!
- Shelly and Jill are considering an AARP certification course.

11. Adjourn

Bill Wallace made a motion to adjourn at 11:09 a.m., Judy Rhodes provided the second, and all present were in favor, motion passed.

Prepared by Carla Bray

Shelly Eckstein
7-8-25

MEETING SUMMARY

MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, June 5, 2025 4:00 PM

Conference Room A, City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

Jodi Devonshire, Chair
Joe Ancmon, Vice Chair
Keith Lester
Amy Senter
Mark Hollander, Council Liaison

Staff Members Present:

Taylor Moore, Preservation Planner
Jessica Ferguson, Business Coordinator
Erica Pospisil, Assistant Comm. Director
Ed Akers, Communications Manager
John Boyer, Assistant CD Director
Elizabeth Phelps, CVB

ABSENT: Ryan Riege, Denny Kuss, Chip Bates

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order. There were Five (5) members present, enough for a quorum. Taylor Moore conducted roll call.

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

Minutes – Meeting minutes were needing approval for the May 2025 Special Business District Meeting. Keith Lester made a motion to approve the minutes as submitted. CM Mark Hollander seconded the motion. All were in favor (5-0).

Correspondence – Kory Goodson was present to introduce himself in his new Economic Development role for the City.

Police Report for Main Street – Officer Ryan Nacke was not present. Report to be emailed.

Report from Communications Dept. – Erica Pospisil discussed First Friday's starting this week. Ed Akers also presented the final design for the seven wayfinding signs that were approved by the Board for Main Street.

Current Operating Budget – Taylor Moore presented the operating budget. Keith Lester made a motion to approve the budget, Joe Ancmon seconded the motion. All were in favor (5-0).

Funding Requests – None

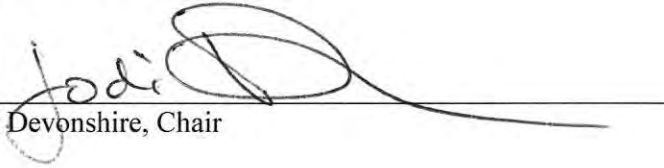
Main Street Maintenance Items – The Board discussed the trash cans under the colonnade structure needing to be removed and utilized on the street. Amy Senter stated the drains in front of 137 South Main Street need cleaned out and are causing flooding issues on the street.

New Business – No new business.

Report from City Council Liaison – CM Hollander discussed the demolition for New City Hall will be commencing soon. Additionally, Side Project Brewing will be opening a location in Frenchtown on North 2nd Street.

Other Information from Staff – Next meeting will be held June 5, 2025 at 4:00pm.

Adjournment – Joe Ancmon made a motion to adjourn, Amy Senter seconded. All were in favor (5-0).
The meeting ended at 5:06pm.



Jodi Devonshire, Chair

7/3/25

Date



VETERANS COMMISSION OF THE CITY OF SAINT CHARLES

MEETING MINUTES May 12, 2025

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, May 12th, 2025 at 5:30 PM in Conference Room A, on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles, Missouri with Chairman Chris Mendes, Brian Gould, Art Minor, Thomas Stephenson, Betty Gonzales, Ivan Bohlender, Larry Reighard, Council Liaison Michael Galba, and Staff Liaison Larry Perney. Mayor Dan Borgmeyer was present. Katrina Evans and Renee Porter were absent.

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

The Pledge of Allegiance was recited.

Approval of November April, 2025 Meeting Minutes: Motion to approve by Tom Stephenson, second by Art Minor. All approved, motion passed.

Public Comments: Hilda Andres from the Foundry Arts center presented info and details on “Combat Paperwrok Shop” to be held a Foundry Art Center on multiple dates. This is a fantastic and unique event for veterans of the local area. Very grateful for the partnership.

There will also be a Veteran Art event at Jefferson Barracks on June 14th that we will look to send volunteers.

Old Business: No old business.

New Business:

- Mayor Dan expressed interest in having the monument moved to another location/park. Exploratory phase.
- Memorial Day Planning

Master of Ceremonies – Ivan Bohlender

Musical Prelude – St. Charles Municipal Band

Presentation of Colors – Larry Dufour, Guard of Honor, American Legion Post 312 Confirmed

“Call to Colors” – Michael Flandermeyer, Bugler, St. Charles Municipal Band confirmed.

Pledge of Allegiance –Boy Scout Troop

Invocation – Neal VanNatta, Chaplain, St. Charles PD confirmed

Service Song Medley – St. Charles Municipal Band confirmed

Speaker – Betty Gonzalez had a lead and was going to get confirmation

Wreath Laying – Art Minor

Rifle Salute – Larry Dufour, Guard of Honor, American Legion Post 312 confirmed

“Taps” – Michael Flandermeyer, Bugler, St. Charles Municipal Band confirmed

Benediction – Neal VanNatta, Chaplain, St. Charles PD confirmed

- Open Discussion/ideas for the year. LP said he was going to check with the City’s Communications Department to start design and get pricing on St. Charles Veteran Owned Business Plaques. In addition, LP stated the Veterans Resource website page is almost complete and will show the page at the next meeting.

Date of next meeting is set for June 9th, 2025.

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

The meeting was adjourned at 6:25 p.m.

Approved:  Date 6/09/25

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
JUNE 18, 2025

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

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

Staff Maralee Britton – Director, Chris Atkinson – Assistant Director
Don Borgmeyer – Enterprise Superintendent, Chan Smoot – Concessions Coordinator
Holly Magdziarz - City Attorney

Others D. Todd Reineke.

3. **Pledge of Allegiance**

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

Mr. Reineke referred to the documents that he had provided to the Park Board in their packet. He referenced the “Initiative Petition” process, provided the draft language and mentioned that the group has begun collecting signatures from residents to put the petition on the ballot. He currently has 800 signatures and needs 4000.

The Board thanked Mr. Reineke for his comments.

5. **Staff Reports/Presentations:**

A. Recognition of Mike Ryan for his 13 years of service to the community serving on the Parks and Recreation Board.

President Bichel presented Mike Ryan with a plaque thanking him for his 13 years of service on the Parks and Recreation Board. The other Board members also thanked Ryan for his commitment and service over the years.

Director Britton thanked Ryan on behalf of the department staff for his service. He began as a “concerned” resident on an issue, then was appointed to the Board and ultimately served as the President for a period of time.

Ryan thanked everyone. Stated that the 13 years went fast and he was proud of the

Board and staff for all that they accomplished during his time on the Board.

6. Items for Discussion and/or Action-

A. Contract with Snapper Construction to complete the McNair Roller Rink Fence Replacement Project in an amount not to exceed \$20,685.00*

Atkinson presented the contract for repairing and repainting the roller rink fence in McNair Park.

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

B. Purchase of batting cage frame and nets for the Wapelhorst Ball Field Project with Baseball Mound Company in an amount not to exceed \$15,782.00*

Atkinson presented the purchase for the batting cage in Wapelhorst Park.

Mudrovic made a motion to approve the purchase; seconded by Ryan. Motion Passed.

C. Discussion and selection of the 97 Acre Recreational Site Name*

Britton referenced the included memo that listed the top 10 names previously discussed at an earlier Board meeting for the new park. The first round of anonymous ballot voting was used to reduce the number of potential names down to 3. After the votes were tallied the following names were the top 3:

Legacy Farms Park
Generations Park
Eagles Edge Park

The Board then completed a second round of voting on those 3 names. After the votes were tallied the park name with the most votes was:

Legacy Farms Park

Ryan made a motion to approve the name of the future park as Legacy Farms Park; seconded by Glosier. Motion Passed.

Britton then discussed a possible discussion with City Council on the option of any inter fund loan to fund the remaining \$2,000,000 needed for the completion of Phase 1 of the park development. That discussion will take place at upcoming Council Work Session.

7. **Meeting Minutes:**

- A. Parks & Recreation Board Meeting Minutes February 12, 2025*
- B. Parks & Recreation Board Meeting Minutes April 16, 2025*
- C. Parks & Recreation Board Meeting Minutes May 7, 2025*
- D. Parks & Recreation Board Work Session Meeting Minutes June 4, 2025*

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

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

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

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

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

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

10. **Presidents Announcements and Reminders:**

Bichel stated that at the July 2nd, 2025 Work Session that City Attorney Magdziarz would conduct some training and provide information on the Sunshine Law. This is training that is being provided to all Boards and Commissions in the City.

Bichel asked City Attorney Magdziarz about the process for possible charter changes in connection with the ongoing suit. Magdziarz stated that this should not be discussed in open session since several of the Board members are involved in the suit.

11. **Directors Report:**

A. Thank You's (As Available)

B. General Department Update

Britton discussed that the aquatic facilities have had a slow start to the swim season due to the weather impacting the opening of the them.

12. **Board Member Announcements and Reminders:**

Glosier asked about the process of replacing the vacancy created by Ryan's resignation from the Board. Councilperson Mitchell explained that per the City Charter the Mayor has 45 days to recommend a replacement for Council discussion/approval.

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

Councilperson Mitchell said that the Ward 6 City Talk meeting will be held on June 20th, 2025 at the 1st Baptist Church.

14. **Park Board Liaisons Comments**

A. Foundation Report:

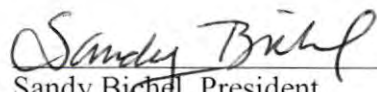
Bichel explained to the Board that the Foundation is in the process of updating and improving their online and marketing processes. Their focus is on educating the public on what the Foundation has done in the past while also focusing on what they are currently working on and the future projects that may need the public's assistance/participation.

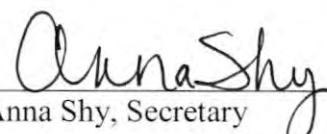
B. Legislative Report: None

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

Meeting: June 18, 2025

Respectfully Submitted,


Sandy Bichel, President


Anna Shy, Secretary

LANDMARKS BOARD - MINUTES
June 16, 2025
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Steve Martin, Chair
Jill Ryan, Vice Chair
Dave Settle
Tom Smith
Christi Tennyson
Denise Mitchell, Council Liaison

STAFF PRESENT

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

Absent: John Donnelly, Michelle Beucke

On Monday, June 16, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. Call to order and the roll.

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

2. Pledge of Allegiance.

3. Consent Agenda

- (A) Case No. EC-2025-024 205 North 5th Street. David York. The applicant is requesting approval to install a new awning and shutters on the property [Extended Historic Preservation District, Ward 2].
- (B) Case No. EC-2025-025 700 South 5th Street. Aaron Groff. The applicant is requesting approval to install new windows on the structure [Extended Historic Preservation District, Ward 2].

Denise Mitchell made a motion to approve the remaining balance of the consent agenda, Tom Smith seconded the motion. All were in favor (6-0).

4. Removed Consent Items

5. Sign Permit Applications

- (A) Sign Permit No. 2025-2391 200 North Main Street. Carrie Hodapp. The applicant is requesting approval to install three new sign for the business “The Divine Otter Hotel” [Historic Downtown District, Ward 1].

Carrie Hodapp was present to answer questions for the Board. Tom Smith made a motion to approve the sign application. Jill Ryan seconded the motion. All were in favor (6-0).

- (B) Sign Permit No. 2025-2657 316 South 2nd Street. Holly Avis. The applicant is requesting approval to install two signs for the business “Wrinkle” [Extended Historic Preservation District, Ward 2].

Holly Avis was present to answer questions for the Board. Denise Mitchell made motion to approve the sign application subject to the projecting sign using black chains. Christi Tennyson seconded the motion. All were in favor (6-0).

6. Structure Review

- (A) Case No. EC-2025-026 815 Monroe Street. Donald Goette. The applicant is requesting approval to construct new rear decks on the dwelling [Extended Historic Preservation District, Ward 2].

Donald Goette was present to answer questions for the Board. Denise Mitchell made motion to approve the application, Jill Ryan seconded the motion. All were in favor (6-0).

- (B) Case No. EC-2025-028 971 North Kingshighway Street. Renewal by Anderson. The applicant is requesting approval to install new windows on the dwelling [Extended Historic Preservation District, Ward 1].

A Renewal by Anderson representative was present to answer questions for the Board. Denise Mitchell made a motion to approve the application. Dave Settle seconded the motion. All were in favor (6-0).

- (C) Case No. D-2025-04 519 South Main Street. Donna Hafer. The applicant is requesting approval to remove an accessory structure from the property [South Main Preservation District, Ward 2].

Drew Weber was present on behalf of Donna Hafer to answer questions for the Board. Denise Mitchell made a motion to find the structure historical or architecturally significant. Christi Tennyson seconded the motion. None were in favor, all were opposed (0-6).

The structure was approved to be demolished.

- (D) Case No. SP-2024-034 727 Jackson Street. David Nafar. The applicant is requesting approval to make exterior alterations and construct a rear addition on the dwelling [Extended Historic Preservation District, Ward 2].

David Nafar was present to answer questions for the Board. Denise Mitchell made a motion to approve the addition of two dormers to the front of 727 Jackson Street. Christi Tennyson seconded the motion. None were in favor. Five were opposed. One abstained (0-5-1). The motion failed.

Tom Smith made a motion to approve the new exterior alterations and the reduction of the left side window to match the right side window. Denise Mitchell seconded. Five were in favor, none opposed, one abstained (5-1-0).

Tom Smith made a motion to approve the rear addition, rear shed dormer, and the construction of a rear deck at 727 Jackson Street. Christi Tennyson seconded the motion. Five were in favor, none were opposed, and 1 abstained (5-1-0).

- (E) Case No. EC-2025-027 924-926 North 2nd Street. Jeffrey Besselman. The applicant is requesting to construct a new front balcony, a rear porch, and make several exterior alterations to the structure [Frenchtown Preservation District, Ward 1].

Jeffrey Besselman was present to answer questions for the Board. Tom Smith made a motion to approve the new front balcony 'up to' 11'1" deep and 'up to' 37' wide depending on future layout of City Street Improvement Project. Christ Tennyson seconded. All were in favor (6-0).

Tom Smith made a motion to approve the construction of a rear deck, subject to the conditions recommended by Staff. Jill Ryan seconded. All were in favor (6-0).

7. Announcements/Reports from Officers –

- *Denise Mitchell informed the Board that Steve Hollander will be the new City Council Liaison.*

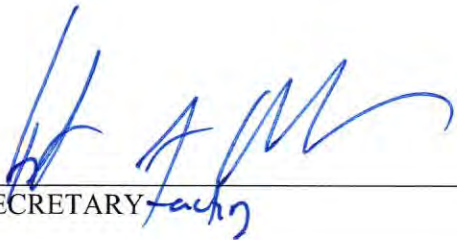
8. Staff Report

- *Taylor Moore informed the July agenda will have a motion to elect a Secretary for the Board.*

9. Approval of May 19, 2025 Meeting Minutes – Denise Mitchell made a motion to approve the minutes, Dave Settle seconded the motion. Five were in favor, 0 opposed, 1 abstained (5-0-1).

10. Adjournment

Tom Smith made a motion to adjourn, Christi Tennyson seconded. All were in favor (6-0). The meeting was adjourned at 7:16p.m.



SECRETARY

DATE 7/21/2025

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended June 2025.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Page 1-2, Financial Overview for June 2025.

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

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

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JS Dept. Dir. Qao Finance Dir. Qao Dir. of Admin. D

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 06/30/2025

| General Fund | Amended Budget | | Audited Actual | | Unaudited Actual | | Notes |
|---------------------------------|---------------------|-------------|---------------------|-------------|---------------------|-------------|-----------------------|
| | 2024 | % of Budget | 2024 | % of Budget | 2025 | % of Budget | |
| Revenue: | | | | | | | |
| Property Taxes | \$10,109,066 | 101% | \$10,163,168 | 101% | \$4,643,028 | 44% | (\$5,952,858) |
| Utility Taxes | \$9,984,018 | 85% | \$8,505,387 | 85% | \$4,047,675 | 48% | (\$4,391,182) |
| Sales Taxes | \$12,668,921 | 97% | \$12,279,031 | 97% | \$6,088,225 | 46% | (\$7,087,453) |
| Use Tax | \$4,000,000 | 170% | \$6,785,124 | 170% | \$3,758,088 | 49% | (\$3,986,243) |
| Other Tax Revenue | \$1,059,232 | 70% | \$741,585 | 70% | \$317,864 | 32% | (\$663,011) |
| Gaming Tax | \$7,246,085 | 100% | \$7,246,086 | 100% | \$3,425,148 | 48% | (\$3,643,398) |
| Licenses and Permits | \$2,625,727 | 89% | \$2,328,705 | 89% | \$1,602,276 | 69% | (\$724,044) |
| Fines and Fees | \$3,712,140 | 74% | \$2,758,142 | 74% | \$1,465,276 | 50% | (\$1,486,413) |
| Charges for Services | \$11,219,890 | 98% | \$11,035,114 | 98% | \$6,013,613 | 48% | (\$6,460,841) |
| Miscellaneous Revenue | \$765,671 | 95% | \$726,620 | 95% | \$895,069 | 65% | (\$313,745) |
| Interest | \$180,000 | 1042% | \$1,876,273 | 1042% | \$380,000 | 490% | \$1,481,984 |
| Transfers In From Other Funds | \$1,000 | 100% | \$1,000 | 100% | \$0 | 0% | (\$1,000) |
| Sales of Fixed Assets | \$100,000 | 0% | \$82 | 0% | \$0 | 0% | (\$100,000) |
| Grants | \$1,655,501 | 90% | \$1,483,198 | 90% | \$955,557 | 7% | (\$889,622) |
| Total Revenue | \$65,327,251 | | \$65,929,516 | | \$33,870,435 | | (\$34,217,826) |
| Expenditures: | | | | | | | |
| Personnel Services | \$46,459,307 | 99% | \$45,833,329 | 99% | \$24,939,193 | 49% | (\$26,377,518) |
| Professional/Purchased Services | \$11,981,342 | 91% | \$10,860,748 | 91% | \$6,263,227 | 47% | (\$7,197,603) |
| General/Operating Supplies | \$2,815,464 | 73% | \$2,060,438 | 73% | \$1,227,756 | 50% | (\$1,215,706) |
| Capital | \$4,476,000 | 47% | \$2,101,270 | 47% | \$2,552,500 | 62% | (\$976,301) |
| Transfers To Other Funds | \$0 | 0% | \$1,250,000 | 0% | \$0 | 0% | \$0 |
| Total Expenditures | \$65,732,114 | | \$62,105,785 | | \$34,006,375 | | (\$35,767,129) |
| Difference in Rev and Exp | (\$404,863) | | \$3,823,731 | | (\$135,940) | | |
| Fund Balance - beginning | | | \$19,710,306 | | \$23,534,037 | | |
| Fund Balance - ending | | | \$23,534,037 | | \$23,398,097 | | |
| Street Maintenance | | | | | | | |
| Revenue | \$10,163,973 | 105% | \$10,647,346 | 105% | \$4,210,751 | 39% | (\$6,613,133) |
| Expenses | \$14,737,133 | 73% | \$10,715,902 | 73% | \$6,707,888 | 44% | (\$8,455,932) |
| Difference in Rev and Exp | (\$4,573,160) | | (\$68,556) | | (\$2,497,136) | | \$1,842,799 |
| Fund Balance - beginning | | | \$5,270,318 | | \$5,201,762 | | |
| Fund Balance - ending | | | \$5,201,762 | | \$2,704,626 | | |

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 06/30/2025

| | Amended Budget 2024 | Audited Actual 2024 | % of Budget | Amended Budget 2025 | Unaudited Actual 2025 | % of Budget | Difference | Notes |
|---|---------------------|---------------------|-------------|---------------------|-----------------------|-------------|----------------|-------------------|
| Park | | | | | | | | |
| Revenue | \$9,458,121 | \$12,540,209 | 133% | \$8,879,641 | \$4,292,086 | 48% | (\$4,587,555) | |
| Expenses | \$9,649,185 | \$8,998,656 | 93% | \$11,083,514 | \$4,208,416 | 38% | (\$6,875,099) | |
| Difference in Rev and Exp | (\$191,064) | \$3,541,553 | | (\$2,203,873) | \$83,671 | | \$2,287,544 | |
| Fund Balance - beginning | | \$2,874,773 | | | \$6,416,326 | | | |
| Fund Balance - ending | | \$6,416,326 | | | \$6,499,997 | | | |
| Tourism | | | | | | | | |
| Revenue | \$5,721,671 | \$5,957,583 | 104% | \$6,303,019 | \$3,028,619 | 48% | (\$3,274,400) | |
| Expenses | \$6,044,900 | \$5,632,255 | 93% | \$7,358,522 | \$3,107,424 | 42% | (\$4,251,097) | |
| Difference in Rev and Exp | (\$323,229) | \$325,328 | | (\$1,055,503) | (\$78,806) | | \$976,697 | |
| Fund Balance - beginning | | \$4,157,036 | | | \$4,482,364 | | | |
| Fund Balance - ending | | \$4,482,364 | | | \$4,403,558 | | | |
| Waterworks | | | | | | | | |
| Revenue: Operating | \$13,061,879 | \$14,736,751 | 113% | \$16,330,070 | \$7,174,076 | 44% | (\$9,155,994) | |
| Expenses: Operating | \$13,083,400 | \$13,057,371 | 100% | \$14,008,964 | \$5,080,406 | 36% | (\$8,928,558) | |
| Difference in Rev and Exp | (\$21,521) | \$1,679,380 | | \$2,321,106 | \$2,093,670 | | (\$227,436) | |
| Fund Balance - beginning - unrestricted | | \$5,806,586 | | | \$7,485,966 | | | |
| Fund Balance - ending - unrestricted | | \$7,485,966 | | | \$9,579,636 | | | |
| Sanitary Sewer | | | | | | | | |
| Revenue | \$24,083,808 | \$18,291,068 | 76% | \$18,356,000 | \$9,199,981 | 50% | (\$9,156,019) | |
| Expenses | \$22,979,908 | \$17,431,710 | 76% | \$15,757,272 | \$4,845,187 | 31% | (\$10,912,084) | |
| Difference in Rev and Exp | \$1,103,900 | \$859,358 | | \$2,598,728 | \$4,354,794 | | \$1,756,066 | |
| Fund Balance - beginning - unrestricted | | \$7,209,554 | | | \$8,068,912 | | | |
| Fund Balance - ending - unrestricted | | \$8,068,912 | | | \$12,423,706 | | | |
| Gaming Revenue - All Funds: | | | | | | | | |
| | | | | | | | | Allocation |
| General | \$7,246,085 | \$7,247,086 | 67% | \$7,068,546 | \$3,425,148 | 67% | (\$3,643,398) | |
| Redevelopment | \$0 | \$0 | 0% | \$0 | \$0 | 0% | \$0 | |
| Street Construction | \$0 | \$0 | 0% | \$0 | \$0 | 0% | \$0 | |
| Major Facilities | \$0 | \$0 | 0% | \$0 | \$0 | 0% | \$0 | |
| Capital Improvement | \$3,261,450 | \$2,758,207 | 31% | \$3,544,064 | \$1,717,318 | 33% | (\$1,826,746) | |
| Total Gaming Revenue | \$10,507,535 | \$10,005,293 | 95% | \$10,612,610 | \$5,142,466 | 48% | (\$5,470,144) | |

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
6/30/2025**

| Investment | Purchase | Date of Maturity | Par Value | Coupon | Price | Yield (b) | Original Purch. Price | Purchased Interest (c) | Market Basis | Market Value | Unrecorded Gain/(Loss) | Net | |
|----------------------------------|------------|------------------|-------------------------|---------|-----------------|-----------|-------------------------|------------------------|--------------------|-------------------------|------------------------|--------------------------|---------------------|
| | | | | | | | | | | | | Curr. Mo. Accr. Int. (d) | Curr. Mo. Paid Int. |
| Cash and Cash Equivalents | | | | | | | | | | | | | |
| FSTGD | 12/01/2024 | 11/28/2025 | 1,000,000.00 | 2.2500% | 96.15 | 0.183% | 15,539,807.46 | | 96.13 | 15,539,807.46 | | 50,021.45 | |
| USTB | 10/03/2024 | 10/02/2025 | 1,000,000.00 | 1.2500% | 96.11 | 0.181% | 961,528.06 | | 96.05 | 961,330.97 | (197.09) | 21,499.03 | |
| USTB | | | 1,000,000.00 | | 96.13 | | 961,111.11 | | | 960,544.46 | (566.65) | 28,555.54 | |
| | | | \$ 2,000,000.00 | | \$ 96.13 | | \$ 17,462,446.63 | \$ - | \$ 192.19 | \$ 17,461,682.89 | \$ (763.74) | \$ 100,076.02 | |
| Fixed Income Investments | | | | | | | | | | | | | |
| USTN - 91282C-LY-5 | 12/01/2024 | 11/30/2026 | 1,000,000.00 | 1.4500% | 99.94 | 1.450% | 999,375.00 | | 100.532000 | 1,005,320.00 | 5,945.00 | 3,599.72 | |
| USTN - 91282C-DL-2 | 12/23/2024 | 11/30/2028 | 1,000,000.00 | 1.4500% | 89.81 | 1.450% | 898,085.94 | | 92.961000 | 929,610.00 | 31,524.06 | 1,270.49 | |
| USTN - 91282C-MB-5 | 12/15/2024 | 12/15/2027 | 1,000,000.00 | 1.4500% | 99.20 | 1.450% | 992,031.25 | | 100.727000 | 1,007,270.00 | 15,238.75 | 1,748.63 | |
| USTN - 91282C-MA-6 | 12/01/2024 | 11/30/2029 | 1,000,000.00 | 1.4500% | 99.00 | 1.450% | 990,039.07 | | 101.493000 | 1,014,930.00 | 24,890.93 | 3,493.85 | |
| USTN - 91282C-FZ-9 | 11/06/2023 | 11/30/2027 | 1,000,000.00 | 1.3875% | 97.39 | 1.390% | 973,996.25 | | 100.399000 | 1,003,990.00 | 30,083.75 | 3,282.10 | |
| USTN - 91282C-CNE-7 | 05/31/2025 | 05/31/2027 | 1,000,000.00 | 3.8750% | 100.20 | 3.875% | 1,002,031.25 | | 100.242000 | 1,002,420.00 | 388.75 | 0.00 | |
| USTN - 91282C-HV-6 | 11/06/2023 | 08/31/2025 | 1,000,000.00 | 1.5000% | 100.16 | 1.500% | 1,001,640.63 | | 100.077000 | 1,000,770.00 | (870.63) | 16,711.95 | |
| USTN - 91282C-JE-2 | 11/06/2023 | 10/31/2025 | 1,000,000.00 | 1.5000% | 100.16 | 1.500% | 1,001,562.50 | | 100.213000 | 1,002,130.00 | 567.50 | 8,423.91 | |
| USTN - 91282C-JF-9 | 11/06/2023 | 10/31/2028 | 1,000,000.00 | 1.4875% | 101.51 | 1.470% | 1,015,117.19 | | 103.618000 | 1,036,180.00 | 21,062.81 | 8,213.31 | |
| USTN - 91282C-JK-8 | 11/06/2023 | 11/15/2026 | 1,000,000.00 | 1.4625% | 99.49 | 1.460% | 994,882.81 | | 100.985000 | 1,009,850.00 | 14,967.19 | 5,906.92 | |
| USTN - 91282C-JS-1 | 01/01/2024 | 12/31/2025 | 1,000,000.00 | 1.4250% | 99.83 | 1.460% | 998,281.25 | | 100.006000 | 1,000,060.00 | 1,778.75 | 115.48 | |
| USTN - 91282C-GT-2 | 03/31/2024 | 03/31/2028 | 1,000,000.00 | 1.5000% | 96.05 | 1.500% | 960,468.75 | | 99.844000 | 998,440.00 | 37,971.25 | 9,112.02 | |
| USTN - 91282C-KG-5 | 03/31/2024 | 03/31/2029 | 1,000,000.00 | 1.5000% | 97.66 | 1.500% | 976,601.56 | | 101.375000 | 1,013,750.00 | 37,148.44 | 10,256.14 | |
| USTN - 91282C-KH-3 | 04/01/2024 | 03/31/2026 | 1,000,000.00 | 1.5000% | 99.14 | 1.500% | 991,406.25 | | 100.281000 | 1,002,810.00 | 11,403.75 | 11,311.47 | |
| USTN - 91282C-KJ-9 | 04/15/2024 | 04/15/2027 | 1,000,000.00 | 1.5000% | 99.16 | 1.500% | 991,640.63 | | 101.262000 | 1,012,620.00 | 20,979.37 | 9,467.21 | |
| USTN - 91282C-LN-9 | 09/30/2024 | 09/30/2029 | 1,000,000.00 | 3.6000% | 98.48 | 3.600% | 984,804.69 | | 99.016000 | 990,160.00 | 5,355.31 | 8,797.81 | |
| USTN - 91282C-LP-4 | 09/30/2024 | 09/30/2026 | 1,000,000.00 | 3.5400% | 99.20 | 3.540% | 991,992.19 | | 99.500000 | 995,000.00 | 3,007.81 | 8,797.81 | |
| USTN - 91282C-LQ-2 | 10/15/2024 | 10/15/2027 | 1,000,000.00 | 3.9000% | 100.10 | 3.900% | 1,001,015.63 | | 100.364000 | 1,003,640.00 | 2,624.37 | 8,152.32 | |
| USTN - 91282C-JA-0 | 09/30/2023 | 09/30/2028 | 1,000,000.00 | 3.9000% | 102.80 | 3.900% | 1,027,968.75 | | 102.800000 | 1,027,930.00 | (38.75) | 11,625.68 | |
| | | | \$ 19,000,000.00 | | \$ 98.91 | | \$ 18,792,851.59 | \$ - | \$ 1,905.70 | \$ 19,056,880.00 | \$ 264,028.41 | \$ 130,286.92 | |
| REPOs | 06/30/2025 | 07/01/2025 | 0.00 | 0.000% | 100.000000 | 0.000% | 0.00 | | 100.000000 | 0.00 | 0.00 | 0.00 | |
| OTHER (e) | 06/01/2025 | 06/30/2025 | | | 100.000000 | | | | | | | 0.00 | |
| | | | \$ 21,000,000.00 | | | | \$ 36,255,298.22 | \$ - | | \$ 36,518,562.89 | \$ 263,264.67 | \$ 230,362.84 | \$ - |

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

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY
 6/30/2025**

| | <u>Amount</u> | <u>Pct.</u> | <u>Max. Pct.</u> |
|---|----------------------|-------------|----------------------|
| <u>Investment Portfolio(Book Value):</u> | | | |
| Diversification Summary: | | | |
| U.S. Treasury Obligations | 17,462,446.63 | 48% | 100% |
| U.S. Government Agency Securities | 18,792,851.59 | 52% | 100% |
| Certificates of Deposit | 0.00 | 0% | 10% |
| Overnight Repurchase Agreements | 0.00 | 0% | 25% |
| | <u>36,255,298.22</u> | <u>100%</u> | |
| Maturity Benchmarks: | | | |
| 0 to 6 months | 16,501,335.52 | 46% | |
| 6 to 12 months | 0.00 | 0% | |
| 1 to 2 years | 3,966,345.49 | 11% | |
| 2 to 5 years | 15,787,617.21 | 44% | |
| over 5 years | 10,647,000.00 | 0% | |
| | <u>36,255,298.22</u> | <u>100%</u> | |
| U.S. Treasury & Overnight Repurchase Agreements | <u>17,462,446.63</u> | <u>48%</u> | min 5% |

Interest Earnings Recap:

| | | <u>Current Year</u> | <u>Prior Year</u> |
|----------------------------------|-------|---------------------|-------------------|
| Interest Income: | | | |
| Earned - Year-to-Date | | 750,804.80 | 646,990.15 |
| Realized - Year-to-Date | | - | - |
| Total Outstanding Portfolio at: | 06/30 | 36,255,298.22 | 33,790,654.36 |
| Weighted Average Rate of Return: | | | |
| Current Month | | 0.0000% | 0.0000% |
| Year-to-Date | | 0.0000% | 0.0000% |

Budget to Actual

| | | <u>Current Year</u> | <u>Prior Year</u> |
|--------------------------------|-------|---------------------|-------------------|
| Budgeted | | 300,000 | 100,000 |
| Actual - Realized | | - | - |
| Actual - Sweep | 06/30 | 915,138 | - |
| Projected | | - | - |
| | | 915,138 | 0 |
| Variance - Over (Under) Budget | | 615,138 | (100,000) |

Collateral Coverage:

| | | |
|---|-----------------|------|
| Total Commerce Deposits | \$30,000,000.00 | |
| FDIC Coverage | (250,000.00) | |
| Deposit Amount Requiring Collateralization | \$29,750,000.00 | |
| Collateralization Ratio | 1.10 | |
| Collateral Required | \$32,725,000.00 | |
| Market Value of Collateral at: 06/30 | 33,321,542.45 | |
| Total Collateral Coverage: FDIC Coverage + Market Value of Collateral | 33,571,542.45 | |
| Excess of Collateral over Deposits - Aggregate | \$3,571,542.45 | 112% |

Investment Activity for the Month:

| <u>Investment</u> | <u>Date of:</u> | | <u>Coupon</u> | <u>Yield</u> | <u>Par Value</u> | <u>Purch. Price</u> |
|----------------------------|-----------------|------------------|---------------|--------------|------------------|---------------------|
| | <u>Purchase</u> | <u>Sale/Mat.</u> | | | | |
| <u>Purchases:</u> | | | | | | |
| USTN - 91282CNE7 | 05/31/2025 | 05/31/2027 | 3.8750% | 3.875% | \$ 1,000,000.00 | \$ 1,002,031.25 |
| <u>Maturities:</u> | | | | | | |
| USTN - 91282C-HD-6 | 11/06/2023 | 05/31/2025 | 1.4250% | 1.4250% | \$ 1,000,000.00 | \$ 986,796.88 |
| <u>Sales/Calls:</u> | | | | | | |
| NONE | | | | | | |



To: Members of City Council

From: Finance

Date: August 5, 2025

Subject: June 2025 Over \$10K Transfers Report

There were no budget transfers in excess of \$10,000 that took place in June 2025.



To: Members of City Council

From: Finance

Date: August 5, 2025

Subject: June 2025 Surplus Report

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

| <u>Department</u> | <u>Items</u> | <u>Reason</u> |
|------------------------|--|---|
| Public Works/Utilities | Pickup Trucks (2) Ford F-350, Pickup Truck (1) Ford F-250 | Obsolete and not compatible with newer equipment. Sell at public auction. |
| Community Development | Pickup Truck (1) Chevrolet Colorado | Obsolete and not compatible with newer equipment. Sell at public auction. |
| Public Works/Utilities | Pickup Truck (1) Ford F-150 | Obsolete and not compatible with newer equipment. Sell at public auction. |



Contract # _____
(City Clerk will Assign)

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

| | | | |
|------------------------------------|---|--------------------------------------|---------------|
| Requesting Department: | Public Works | Department Contact: | MAURA GIMM |
| Vendor Name & NWS#: | HAWKINS INC. | | |
| Description/Purpose: | AMENDMENT TO INCREASE CONTRACT BY \$125,000 FOR SODIUM HYPOCHLORITE FOR WATER TREATMENT PLANT | | |
| Account #: | 514-500-533-766-066 | | |
| Project #: | N/A | | |
| Amount of this Routing: | \$ 125,000.00 | Change PO #: | 2025205 |
| Contract Type: | Contract Amendment | N/A | Coop#: |
| Contract Term: | 01/01/2025 - 12/31/2025 | Renewal Options: | N/A |
| If Renewal or Amendment: C# | C22-276R2 | Amendment # | 1 |
| | | Renewal # | 3 |
| Original Contract Value: | \$ 100,000.00 | Total of Previous Amendments: | \$ 0.00 |
| Total Contract Value: | \$ 225,000.00 | | |

DS
MAG

Certifications: to be completed by Originating Department Director

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

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

| | | |
|---|--|-----------|
| Printed Name: LAWRENCE PERNEY | Signature: <small>Signed by:</small> <i>Lawrence Perney</i> | 7/17/2025 |
|---|--|-----------|

| ROUTING | Signature/Date |
|---|---|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | <small>DocuSigned by:</small> <i>Anna Yastal</i> 7/19/2025 |
| Department of Law (for Legality only) | <small>DocuSigned by:</small> <i>Holly Magdziary</i> 7/21/2025 |
| Director of Finance (Funds Available) | <small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 7/21/2025 |
| Director of Administration (Recommend Approval) | <small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 7/21/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

DS
MAG



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 08/05/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): ALL

Description:

AMENDMENT TO INCREASE CONTRACT BY \$125,000 FOR SODIUM HYPOCHLORITE FOR WATER TREATMENT PLANT

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

WE ARE REQUESTING A CONTRACT AMENDMENT TO INCREASE THE SPENDING LIMIT BY \$125,000 FOR THE PURCHASE OF SODIUM HYPOCHLORITE USED IN WATER TREATMENT. THE CURRENT CONTRACT, INTENDED TO LAST THROUGH THE END OF THE YEAR, HAS ALREADY REACHED APPROXIMATELY \$97,000 IN EXPENDITURES BY END OF MAY. THIS INCREASE IS NECESSARY TO ENSURE CONTINUED AND UNINTERRUPTED WATER TREATMENT OPERATIONS FOR THE REMAINDER OF THE YEAR.

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

Fiscal Impact: 125,000.00

Change PO #: 2025205

Account #: 514-500-533-766-066

Project #: N/A

RCA prepared by: MZG Dept. Dir. Finance Dir. Dir. of Admin.

AMENDMENT NO. 1

This First Amendment to Contract C22-276 between the City of St. Charles, Missouri (Owner), and Hawkins, Inc. (Contractor) is effective as of the date of final signature below. For the consideration stated herein, Owner and Contractor agree as follows:

1. This contract amendment shall be under the same terms and conditions as in Contract C22-276 in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). This increases the contract to Two Hundred Twenty-Five Thousand Dollars (\$225,000).
2. All other terms and conditions of Contract C22-276 shall remain in full force and effect.

HAWKINS, INC.:

CITY OF SAINT CHARLES, MISSOURI:

[Signature] 7-16-25
 Date
 By: Douglas A. Lenge
 (Print Name and Title)

 Daniel J. Borgmeyer Date
 Mayor

Corporate Attest (if applicable):

Attest:

 By: Date

 City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this 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 7/21/2025
 C5FB3E8A40BE40D...
 Director of Finance Date

Certificate Of Completion

Envelope Id: D2512241-2FAD-4BE4-BE07-CF708F4555AA

Status: Sent

Subject: Please DocuSign: Yellow-CRS-HAWKINS - CONTRACT AMEND. 1

Source Envelope:

Document Pages: 3

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Maura Zackavec

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

7/17/2025 12:40:37 PM

maura.zackavec@stcharlescitymo.gov

Signer Events

Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signature

Signed by:

C2B12E8A758A480...

Sent: 7/17/2025 12:42:54 PM

Viewed: 7/17/2025 1:12:17 PM

Signed: 7/17/2025 1:12:35 PM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Timestamp

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS

Sent: 7/17/2025 1:12:36 PM

Viewed: 7/19/2025 8:27:19 PM

Signed: 7/19/2025 8:31:08 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 140.141.255.148

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Delegate Of: Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Security Level: Email, Account Authentication (None)

DocuSigned by:
1DC83A752DDA432...

Sent: 7/19/2025 8:31:10 PM

Viewed: 7/19/2025 8:31:46 PM

Signed: 7/19/2025 8:32:00 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 140.141.255.148

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

Sent: 7/19/2025 8:32:02 PM

Viewed: 7/21/2025 8:05:49 AM

Signed: 7/21/2025 8:06:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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

DocuSigned by:

 25D56664397942C...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195


Sent: 7/21/2025 8:06:13 AM
 Viewed: 7/21/2025 8:25:34 AM
 Signed: 7/21/2025 8:25:59 AM

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

DocuSigned by:

 C5FB3E8A40BE40D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 35.130.51.195

Sent: 7/21/2025 8:26:01 AM
 Viewed: 7/21/2025 8:27:52 AM
 Signed: 7/21/2025 8:28:32 AM

Lawrence S. Dobrosky, Jr.
 lawrence.dobrosky@stcharlescitymo.gov
 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

 3ED5A81A58084AA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 35.130.51.195

Sent: 7/21/2025 8:28:36 AM
 Viewed: 7/21/2025 9:53:18 AM
 Signed: 7/21/2025 9:53:34 AM

Emily B. Galantowicz
 emily.galantowicz@stcharlescitymo.gov
 Assistant City Clerk
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 7/21/2025 9:53:35 AM
 Viewed: 7/21/2025 3:36:36 PM

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

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

City Clerk - Assign Contract #

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

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

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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
|-------------------------------------|---------------|------------------|

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

| | | |
|---------------------------|---------------|------------------|
| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|

Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 7/21/2025 8:28:36 AM
Viewed: 7/21/2025 8:52:05 AM

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

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

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

| | | |
|--------------------------------|---------------|-------------------|
| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|

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



Contract # _____
(City Clerk will Assign)

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

| | | | |
|------------------------------------|--|--------------------------------------|----------------|
| Requesting Department: | Public Works | Department Contact: | MAURA ZACKAVEC |
| Vendor Name & NWS#: | #TBD - BPR OPERATING LLC. | | |
| Description/Purpose: | PURCHASE OF HYDRA-TECH PUMP & POWER UNIT WITH HOSE | | |
| Account #: | 515-500-599-873108- | | |
| Project #: | 24PWSSS007 | | |
| Amount of this Routing: | \$ 110,421.00 | Requisition #: | TBD |
| Contract Type: | New Contract | Cooperative | Coop#: CM02-21 |
| Contract Term: | 07/21/2025 - 12/31/2025 | Renewal Options: | N/A |
| If Renewal or Amendment: C# | N/A | Amendment # | N/A |
| | | Renewal # | N/A |
| Original Contract Value: | \$ 0.00 | Total of Previous Amendments: | \$ 0.00 |
| Total Contract Value: | \$ 110,421.00 | | |

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MLO

Certifications: to be completed by Originating Department Director

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

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

| | | |
|---|---|-----------|
| Printed Name: LAWRENCE PERNEY | Signature: <small>Signed by:</small> <i>Lawrence Perney</i> <small>C2672E8A7397080...</small> | 7/23/2025 |
|---|---|-----------|

| ROUTING | Signature/Date |
|---|--|
| Purchasing Review (Compliant with Chapter 145 and City Terms) | <small>DocuSigned by:</small> <i>Maura Zackavec</i> 7/23/2025 |
| Department of Law (for Legality only) | <small>DocuSigned by:</small> <i>Holly Magdziary</i> 7/23/2025 |
| Director of Finance (Funds Available) | <small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 7/23/2025 |
| Director of Administration (Recommend Approval) | <small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 7/23/2025 |
| City Council Approval on Consent Agenda | |
| Mayor (Signature Indicating Approval) | |
| City Clerk (Signature, Seal and Contract # Assigned) | |

DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: ^{08/05/2025} 08/12/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): ALL

Description:

PURCHASE OF HYDRA-TECH PUMP & POWER UNIT WITH HOSE FOR LIFT STATION.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

THIS EQUIPMENT IS ESSENTIAL FOR MANAGING HIGH WATER FLOW DURING HEAVY RAINFALL, EMERGENCY BYPASS SITUATIONS, AND ROUTINE MAINTENANCE. IT ENHANCES THE DEPARTMENT'S ABILITY TO PREVENT SEWAGE OVERFLOWS, REDUCE DOWNTIME, AND MAINTAIN PUBLIC HEALTH AND ENVIRONMENTAL SAFETY.

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

Fiscal Impact: 110,421.00 **Requisition #:** TBD

Account #: 515-500-599-873108-

Project #: 24PWSSS007

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

**CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT**

Contract # _____

This Purchase Contract (hereinafter, the “Contract”) between the City of Saint Charles, Missouri (hereinafter, the “City”) and BPR Operating, LLC, (hereinafter, the “Vendor”) is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide Hydra-Tech Pump #S6TDI & Power Unit #74DQVJDT with (2) 1"X50' HDYR. Hose for the City’s Public Works Department, in accordance with HGACBuy Cooperative Contract CM02-21, a copy of which is attached and incorporated as Exhibit A.

2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Vendor shall invoice City only for actual quantities delivered at the unit prices included on Exhibit A.

The City’s obligation to pay the Contract Price and the Vendor to provide goods or services ceases immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract.

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.

4. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.

5. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.

6. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

7. Vendor acknowledges award of the Contract requires compliance with:

- A. Pursuant to Section 34.600 RSMo, as amended, Vendor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Vendor has less than ten (10) employees;
- B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

**CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT**

Contract # _____

- C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. Vendor represents and warrants compliance with Section 285.530 at the time of Contract award. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to the Contract is attached and incorporated by this reference; and
- D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

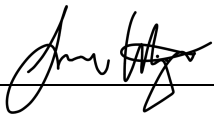
8. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

9. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

The Vendor and City have executed the Contract on the dates written below.

BPR OPERATING, LLC:

CITY OF SAINT CHARLES, MISSOURI:


7/21/2025

Date

 Daniel J. Borgmeyer Date
 Mayor

By: Simon Wright RGM
(Print Name and Title)

Corporate Attest (if applicable):

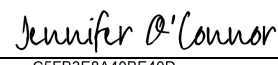
Attest:

By: Date

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this Contract is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:

7/23/2025

 C5FB3E8A409E40D
 Director of Finance Date



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

CM02-21

Date Prepared:

5/23/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

| | | | |
|-----------------|--|--------------|--|
| Buying Agency: | City of St. Charles - Public Works Dept. | Contractor: | BPR Operating, LLC |
| Contact Person: | John Phillips | Prepared By: | Cynthia Schroder |
| Phone: | (O) 636-255-6121; (M) 314-609-4223 | Phone: | 866-790-7867 |
| Fax: | | Fax: | |
| Email: | john.phillips@stcharlescitemo.gov | Email: | cynthias@hollandpump.com |

| | | | |
|---------------|----------|--------------|---|
| Product Code: | CM21HB18 | Description: | HYDRA-TECH PUMP #S6TDI & POWER UNIT #74DQVJDT WITH (2) 1" X50' HDYR. HOSE |
|---------------|----------|--------------|---|

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 111,360.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|------|-------------|------|
| | | | \$ - |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Subtotal From Additional Sheet(s): | | | |
| Subtotal B: | | | \$ - |

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|--|----------------|-------------|-------------|
| SUBSTITUTE DEUTZ DIESEL ENGINE M #HT74DVDQ | \$ (12,276.00) | | |
| HYDRA-TECH PUMP M #S6T | \$ 10,662.00 | | |
| FLOAT SWITCH CONTROL OPERATION | \$ 675.00 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Subtotal From Additional Sheet(s): | | | |
| Subtotal C: | | | \$ (939.00) |

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: -1%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

| | | | | | | |
|-------------------|---|--------------------------|--------|---|-------------|---------------|
| Quantity Ordered: | 1 | X Subtotal of A + B + C: | 110421 | = | Subtotal D: | \$ 110,421.00 |
|-------------------|---|--------------------------|--------|---|-------------|---------------|

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

| Description | Cost | Description | Cost |
|--------------------|------|-------------|------|
| FREIGHT | TBD | | |
| | | | |
| | | | |
| | | | |
| Subtotal E: | | | \$ - |

Delivery Date: 17-19 WKS ARO **F. Total Purchase Price (D+E):** \$ 110,421.00

Certificate Of Completion

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Status: Sent

Subject: Please DocuSign: Yellow-CRS- BPR OPERATING LLC.

Source Envelope:

Document Pages: 5

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Maura Zackavec

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

7/23/2025 10:53:32 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signature

Signed by:

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Timestamp

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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)

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Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Delegate Of: Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Security Level: Email, Account Authentication (None)

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

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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)

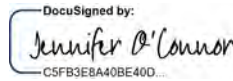


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Electronic Record and Signature Disclosure:
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Jennifer O'Connor
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Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)



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Maura Zackavec
maura.zackavec@stcharlescitymo.gov
Administrative Associate
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

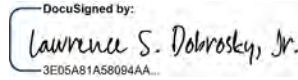
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Lawrence S. Dobrosky, Jr.
lawrence.dobrosky@stcharlescitymo.gov
Director of Administration
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
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Emily B. Galantowicz
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Assistant City Clerk
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Daniel J. Borgmeyer
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kim Hudson
kimberly.hudson@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
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City Clerk - Assign Contract #

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

Electronic Record and Signature Disclosure:
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| Agent Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication
(None)

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Not Offered via DocuSign

Amy Milstead
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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Phillips
john.phillips@stcharlescitymo.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025
Regular Special Work Session
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

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

Description:

Case No. SUB-2025-01. (Katy Trail Development, LLC – Chris Pike) An application for a Preliminary Plat for fourteen (14) residential lots within the "HCD/SMPD" Historic Commercial District, within the South Main Preservation District. The property is 0.71 acres located at 1028-1038 S Main and is located in Ward 2.

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

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

Summary:

The applicant is proposing a Preliminary Plat at 1028-1038 S Main Street for Katy Trail Place, containing fourteen (14) lots at this location for attached townhomes with common ground. As submitted, the proposal is compliant with the Subdivision and Zoning Ordinances for the City of St. Charles. Associated with this application is a Conditional Use (CU-2025-16) for City Council review and approval.

The Planning and Zoning Commission considered this item at their July 14, 2025 meeting. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed, 1 abstention).

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

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



AGENDA ITEM #7 & 8

**STAFF REPORT
CASE NO. CU-2025-16 &
SUB-2025-01**

**JULY 14, 2025
BY MADELYN P. BROWN**

APPLICANT: Christopher Pike
Thomas Alan Group Architects
23 North Gore Avenue, Suite 302
Webster Groves, MO 63119

OWNER: Katy Trail Development, LLC
556 Leffingwell Avenue
Kirkwood, MO 63122

ADDRESS/LOCATION: 1028-1038 S Main Street
Ward 2

ACREAGE: Approximately 0.71 Acres

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

PROPOSAL: Development of a Fourteen (14) Unit Attached Townhomes Development

REQUEST

The applicant has submitted two (2) applications for conditional use and preliminary plat review, specifically for fourteen (14) unit attached townhomes within the City of St. Charles:

1. A conditional use permit for a multifamily dwelling with more than eighteen (18) units per acre, specifically requesting nineteen point seven (19.7) units per acre (or fourteen (14) units on a 0.71 acre lot), within the “HCD/SMPD” Historic Commercial District, within the South Main Preservation District.
2. A preliminary plat application for Katy Trail Place, to include fourteen (14) residential lots and common ground on a 0.71 acre property.

This report will address/analyze both applications. The property is located at 1028-1038 S Main Street within Ward 2 and represents the last undeveloped property within the SMPD District of S Main Street. An associated site plan is slated for review/approval at the July 21, 2025 Landmarks meeting, as the Landmarks Board has specific purview due to the location within a historic district.

CONDITIONAL USE ANALYSIS

This conditional use request is specifically to increase the density from eighteen (18) units per acre to nineteen point seven (19.7) units per acre, or fourteen (14) units over the permitted by-right unit

of 12 on a 0.71 acre lot. The requested increase in dwelling units per acre requires the approval of a Conditional Use Permit as outlined within the Zoning Ordinance.

As outlined above, the proposed development includes fourteen (14) new attached townhomes. With 14 units on a 0.71 acre lot, the resulting density is approximately 19.7 units per acre. Per the applicant, the proposed development was designed to “allow for a more efficient use of land, promote walkability, and provide a wider range of housing options in a desirable and growing area”. Therefore, an increase in density is needed to meet these development goals.

Additionally, this proposal is only an approximately 9% increase compared to the permitted density, which would be considered by staff a “non-substantial” increase because it is less than 25%. This 25% metric is based upon the criteria utilized for analyzing and granting variances during Board of Adjustment review. Anything in excess of 25% is considered substantial and conversely anything under 25% is considered minor. The reason this 25% metric is also provided, is this request is similar in effect to variance requests reviewed by the Board of Adjustment (increases over identified zoning standards). In addition to being a non-substantial increase in density, the proposal displays good design that fits into the fabric of the surrounding area and is fully compliant with the City’s Design Guidelines for the SMPD historic district. Traditional multi-family zoning allows a maximum of eighteen (18) units per acre. However, the project is located within the downtown of the City, the most centralized area of the city, where higher density should and can be appropriate.

After review by staff, there are other multi-family developments within the general vicinity which have a density that exceeds 18 units per acre. This includes existing developments and recently approved developments, which have yet to be constructed (see Table 1 below, Figure 1 and Figure 2 on page 2).

| Development | Units | Size (acres) | Density | Zoning |
|--------------------------|--------------------------|--------------|------------------|----------------|
| Streets of St. Charles | 579 approved (309 built) | 26 | 22.27 units/acre | PD-MU |
| Metro on 5th Street | 572 built | 28.93 | 19.77 units/acre | PD-C |
| Crestview Apartments | 256 built | 9.63 | 26.58 units/acre | PD-RF |
| Heart of St. Charles | 120 proposed | 5.01 | 23.95 units/acre | PD-MU |
| 5th Street & 1st Capitol | 130 proposed | 1.38 | 94.20 units/acre | CBD/EHP-FSC/HD |
| 1119-1127 S Main | 34 proposed | 0.77 | 44.16 | PD-RF |

Table 1: Table of nearby developments with densities exceeding 18.0 units per acre.

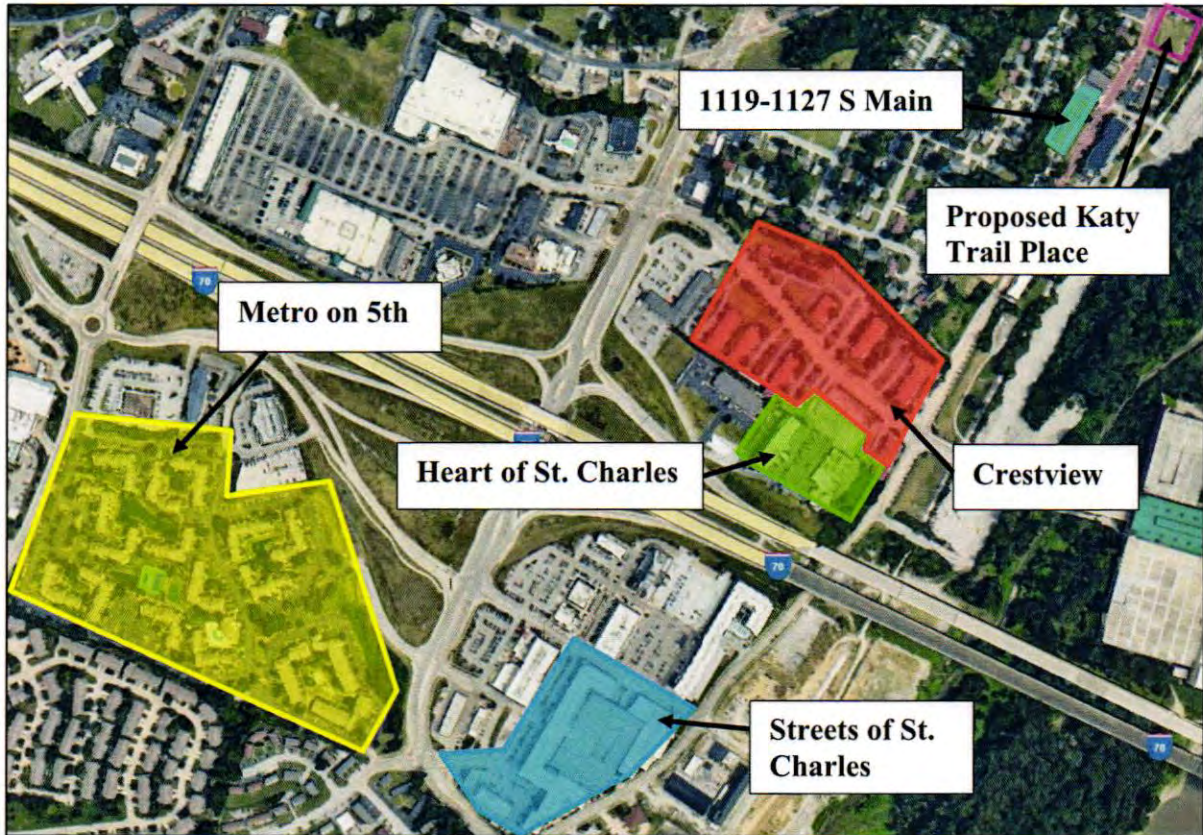


Figure 1: Aerial of nearby developments with densities exceeding 18.0 units per acre, also including subject property.

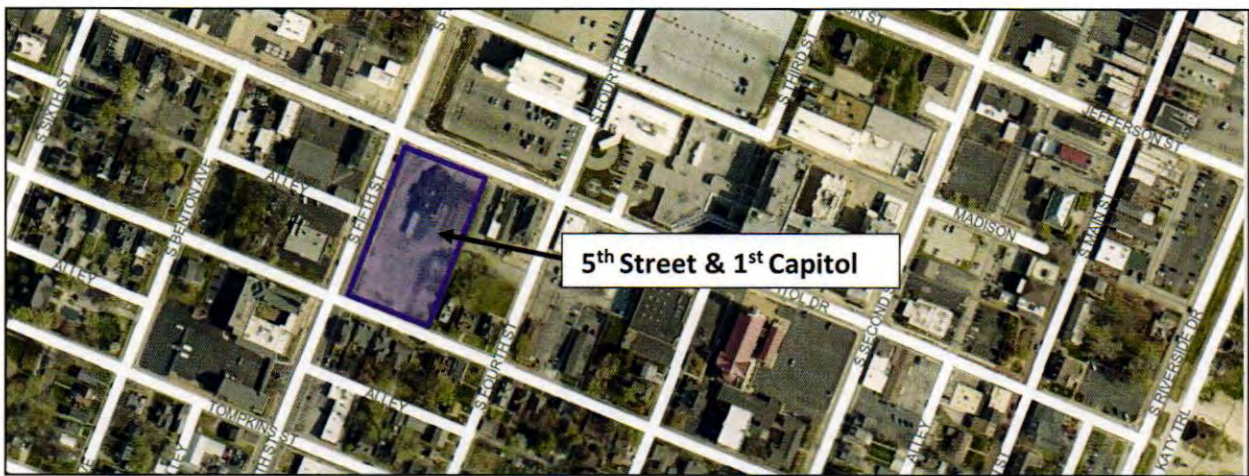


Figure 2: Aerial of approved development at 5th Street and 1st Capitol north of the subject property.

As stated above, the centralized downtown area generally should be the densest portion of any City and should achieve a higher density compared to other locations. The nearby developments reflect this with densities that exceed the 18 units per acre standard.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land

use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located nearest and within Activity Center #6 (Historic Downtown). The proposed density increase at this location is in conformance activity guidelines provided above and would be supported/consistent overall by the Comprehensive Plan.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 1028-1038 S Main Street adjacent and within Activity Center #6. The proposal is consistent with the goals of the Comprehensive Plan, and would be in conformance with the density, intensity, and activity guidelines provided above.

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

Based upon a review of the proposal and the increase in density, staff believes this development can operate in compliance with the Zoning Ordinance and Comprehensive Plan. The use should not have an adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way. The proposed design is in line with the Design Guidelines of the SMPD, which fits into the historic fabric of this historic neighborhood. Adequate utilities services (transportation, water, sewer, and emergency services) are also present

and plans will abide by City Building & Fire Code. Additionally, the traffic impact is minimal, with parking located at the interior of the site; therefore, additional right-of-way improvements are not triggered by this development. In addition to parking being interior to the site and compliant with code, the impact of this development does not require any street improvement to Barbour and South Main Street.

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

Staff believes a proposed increase in density can be compatible within this residential/commercial corridor from a land use perspective. Additionally, the proposal would be consistent with the other high density uses in this area. As indicated above, the increase to 19.7 units per acre (or 14 units in total) represents a minimal increase over the permitted by right density of 18 units per acre.

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

Staff believes the proposed increase in density at this location would not have an undue burden on public services. Adequate utilities services (transportation, water, sewer, and emergency services) are present and plans will abide by City Building & Fire Code.

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

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

PRELIMINARY PLAT ANALYSIS

The applicant is proposing a Preliminary Plat containing fourteen (14) lots at this location for attached townhomes with common ground. Seven (7) townhomes will have frontage at South Main Street, while the remaining seven (7) units will have frontage of the Katy Trail to the rear of the lot. The proposal is compliant with the design standards of the HCD Historic Commercial District and the SMPD South Main Preservation District overlay.

Transportation/Access

The development proposes access via one (1) driveway off the north side of Barbour Street (a public street), that will provide access for planned garages interior and attached to the planned structures to the site.

Common Ground

A total of 0.31 acres of common ground is proposed (43.6% of the development), with this space designated as drive aisles for vehicle navigation at the center of the site and landscaped areas at the perimeter of the site. Per Engineering Dept. review, detention is not required at this site, thus common ground has not been dedicated for such purpose.

Floodplain

The subject property is located and effected by the 1% (100-year) floodplain. As a part of the floodplain requirements, future residential structures are required to be elevated to meet City floodplain standards. Per the submitted preliminary plat and review of the proposal, the proposed is projected to be compliant with City floodplain standards.

STAFF RECOMMENDATION

After review of the request against the City's Zoning Ordinance, Subdivision Ordinance, Comprehensive Plan and area development patterns, staff has documented:

- The requested density increase is compliant with the goals of the downtown area;
- Is compatible with the land use patterns and zoning of the surrounding area;
- The proposed subdivision is fully compliant with City Subdivision Ordinances.

Generally conditional uses are often accompanied with specific conditions recommended by staff to ensure compliance with city standards and other development goals of the city. This development represents overall good design, compliance with the historic standards and represents a minimal increase in densities over zoning standards which staff has documented should not have any negative effect on the surrounding community/neighborhood; therefore, no conditions are being proposed by staff. The Department of Community Development recommends that the Conditional Use and Preliminary Plat request be forwarded to the City Council with a **favorable** recommendation as submitted.

Recommended Motions:

CU-2025-16

Motion to forward a recommendation of approval to the City Council for application CU-2025-16 as submitted.

SUB-2025-01

Motion to forward a recommendation of approval to the City Council for the Preliminary Plat for Katy Trail Place as submitted.



Figure 4: Aerial of Subject Property

VIEW FROM THE SOUTHEAST NEAR SOUTH MAIN STREET AND BARBOUR STREET



| No. | Description | Date |
|-----|-------------|----------|
| 101 | Final Set | 8.1.2024 |
| 102 | Design | 7.1.2024 |

THOMAS ALAN GROUP

KATY TRAIL PLACE
 A PRELIMINARY PLAN FOR
 #1028-1038 S. MAIN STREET
 CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63901

PREPARED BY:
 KATY TRAIL PLACE, LLC
 11111 W. WOODWAY
 ST. CHARLES, MO 63901
 636-452-5452
 FAX 636-452-5452

ENGINEERING:
 ENGINEERING
 ARCHITECTURE
 11111 W. WOODWAY
 ST. CHARLES, MO 63901
 636-452-5452
 FAX 636-452-5452

| | |
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| DATE: 08/23/2015 | CLIENT COMMENTS: |
| DATE: 08/23/2015 | CITY COMMENTS: |
| DATE: 08/23/2015 | CITY COMMENTS: |
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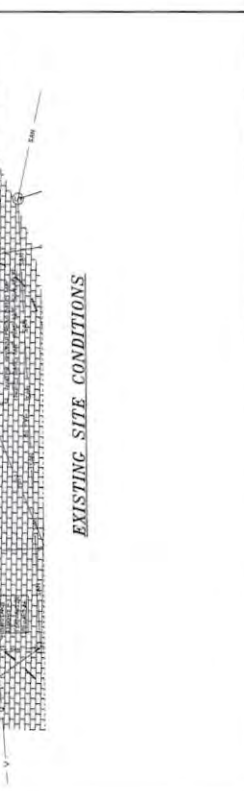
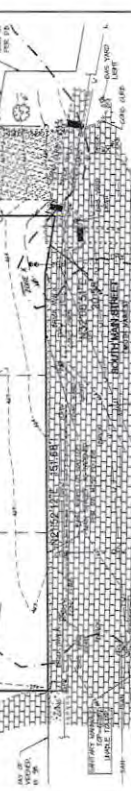
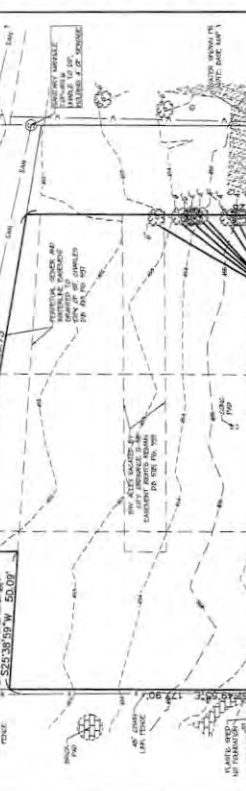
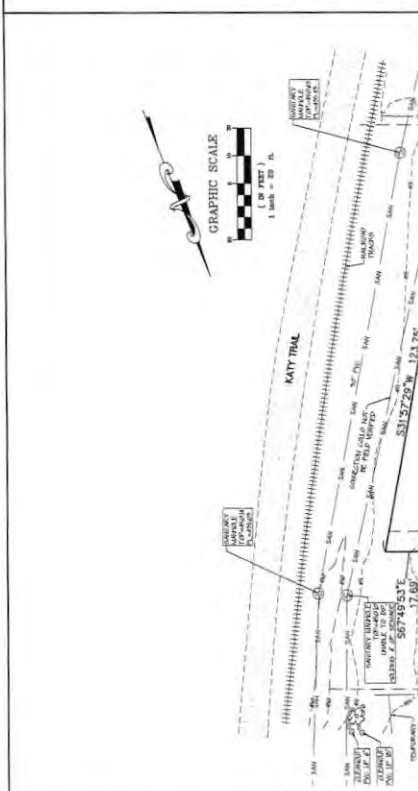
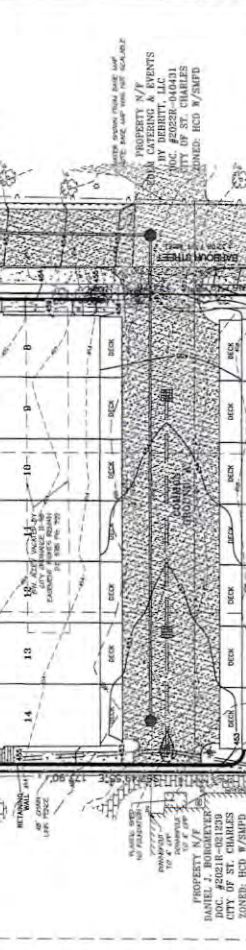
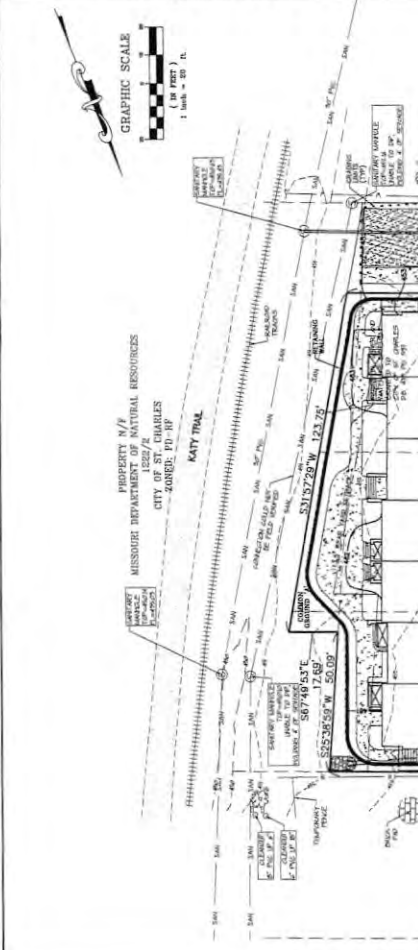


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 THE ENGINEER AND ARCHITECT ASSUME NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY OTHERS. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY OTHERS. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY OTHERS.

OWNER'S RESPONSIBILITY:
 THE OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER AND ARCHITECT. THE OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER AND ARCHITECT. THE OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER AND ARCHITECT.

DATE: 08/23/2015
BY: M. J. SCHMITT
REGISTERED PROFESSIONAL ENGINEER
NO. 000000000
STATE OF MISSOURI

GRADING PLAN / EXISTING CONDITIONS PLAN
 2 of 2



PROPERTY N/P/ MISSOURI DEPARTMENT OF NATURAL RESOURCES
 15227 R
 CITY OF ST. CHARLES
 ZONED: PD 10P

PROPERTY N/P/ ZOMA CATERING & EVENTS
 10111 W. WOODWAY
 ST. CHARLES, MO 63901
 636-452-5452
 ZONED: HCD W/SMPD

PROPERTY N/P/ DANIEL J. BOHREK
 11111 W. WOODWAY
 ST. CHARLES, MO 63901
 636-452-5452
 ZONED: HCD W/SMPD

PROPERTY N/P/ TOL PROPERTIES, LLC
 11111 W. WOODWAY
 ST. CHARLES, MO 63901
 636-452-5452
 ZONED: HCD W/SMPD

PROPERTY N/P/ BRENDA H. KING
 11111 W. WOODWAY
 ST. CHARLES, MO 63901
 636-452-5452
 ZONED: HCD W/SMPD

GRAPHIC SCALE
 1 inch = 20 feet

GRAPHIC SCALE
 1 inch = 20 feet

GRAPHIC SCALE
 1 inch = 20 feet

GRAPHIC SCALE
 1 inch = 20 feet

GRAPHIC SCALE
 1 inch = 20 feet

GRADING PLAN

EXISTING SITE CONDITIONS

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

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 (Engineering 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 Council Member(s): NA Dept. Dir.: 



RECORDS DESTRUCTION FORM

Purge Date: _____ (to be completed by City Clerk staff)
Department: Engineering

| DATE | SECTION USED TO DETERMINE RETENTION SCHEDULE | NAME OF RECORDS | YEAR(S) OF RECORDS | MINIMUM RETENTION PERIOD |
|------------------|--|-----------------------------|--------------------|--|
| <u>7-22-2025</u> | GS 023 | CIP Files (Street Division) | 1998-2013 | All records have been scanned to PDF/A |
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GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Grace Capritta

Date: 7/22/2025

Approved by: Dan Mann
Printed Name

Date: 7/22/2025

Approved by:
Signature

Daniel Mann
C=US, E=daniel.mann@stcharlescitymo.gov,
O="City of Saint Charles, Missouri",
OU=Department of Engineering, CN=Daniel
Mann
2025.07.23 12:58:16-0500

Handwritten in blue ink:
HEM
7/25/2025

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/5/2025

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): N/A

Description:

Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (City Clerks Department)

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:


Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA Prepared by CEK On Behalf of NA 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 |
|-----------|--|-----------------------------------|--------------------|---------------------------|
| 7/17/2025 | GS 012 | Correspondence - General | 2013, 2014, 2015 | 1 Year |
| 7/17/2025 | GS 012.1 | Correspondence - Transitory | 2013, 2014, 2015 | 1 Year |
| 7/17/2025 | GS 044 | Board and Commission Appointments | 2013, 2014, 2015 | 1 Year |
| 7/17/2025 | GS 040 | Grant Records | 2013, 2014, 2015 | 3 Years |
| 7/17/2025 | GS 050 | Permits and Licenses | 2013, 2014, 2015 | 2 Years |
| 7/17/2025 | GS 001 | Annual CID Budget | 2013, 2014, 2015 | Permanent Already Scanned |
| 7/17/2025 | GS 105 | Board Election Ballots | 2013, 2014, 2015 | 1 Year |
| 7/17/2025 | GS 060 | Contracts, Leases and Agreements | 2013, 2014, 2015 | 5 Years |
| 7/17/2025 | MRRS 0039 | Petitions | 2013 | 5 Years |
| 7/17/2025 | EA 028.013 | Certification of Election Results | 2013, 2014, 2015 | 22 Months |
| 7/17/2025 | GS 009 | Purchasing Records | 2013, 2014, 2015 | 3 years + COA |
| 7/17/2025 | GS 010 | Banking & Investment Records | 2013, 2015 | 1 Year + COA |
| 7/17/2025 | GS 022 | Public Hearing Records | 2013, 2014 | 3 years |
| 7/17/2025 | GS 092 | CID Annual Budget | 2013 | Permanet Already Scanned |

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

Submitted by: Chris Kalips Date: 7/17/2025

Approved by: Kimberly Hudson Date: 7/17/2025
 Printed Name

Approved by: Kimberly Hudson
 Signature

*Ham
7/20/25*



RECORDS DESTRUCTION FORM

Purge Date: _____ (to be completed by City Clerk staff)
Department: City Clerk's Department

| DATE | SECTION USED TO DETERMINE RETENTION SCHEDULE | NAME OF RECORDS | YEAR(S) OF RECORDS | MINIMUM RETENTION PERIOD |
|-----------|--|--|--------------------|----------------------------------|
| 7/17/2025 | GS 021 | Street Committee/Meeting Records DVD's | 2012, 2013 | Retain For 1 Year Destroy |
| 7/23/2025 | GS 001 | CID Reorts DVD's | 2014, 2015 | Permanent Already Scanned Report |
| 7/29/2025 | GS 021 | Public Works/Meeting Records DVD's | 2014, 2015 | Retain for 1 Year Destroy |
| 7/23/2025 | GS 021 | Smoke Free/Meeting Records DVD's | 2013 | Retain for 1 Year Destroy |
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GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Chris Kalips

Date: 7/29/25

Approved by: Kimberly Hudson
Printed Name

Date: 7/29/25

Approved by: Kimberly Hudson
Signature

Handwritten: Hum #30/25

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.

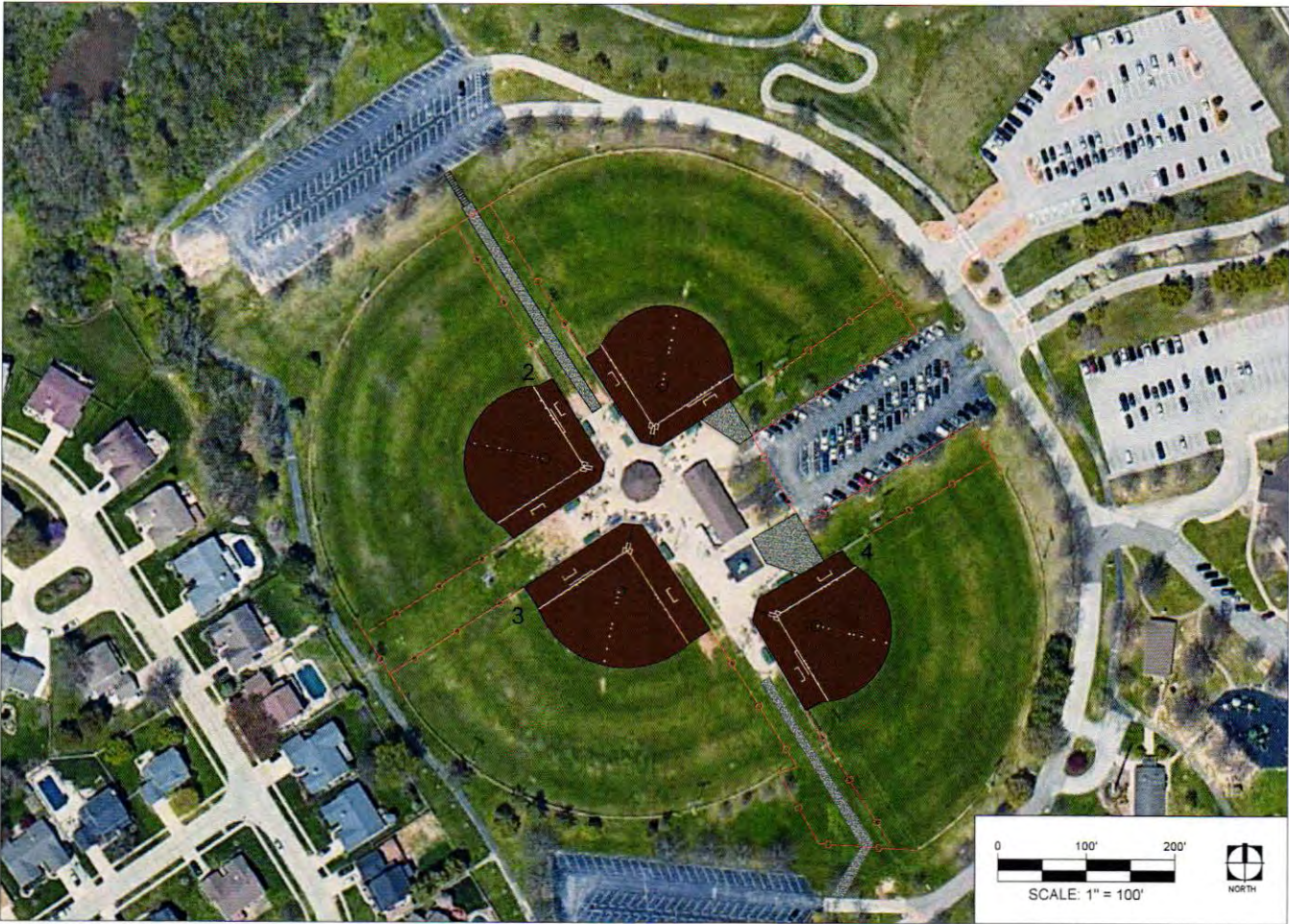
Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

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. BROADWAY
ST. LOUIS, MISSOURI 63102
(314) 967-7787
WWW.BYRNEANDJONES.COM



PROPOSED IMPROVEMENTS TO EXISTING FACILITIES AT WAPELHORST PARK, ST. CHARLES, MO. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ACCEPTS ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE RESULTS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS.

**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 21st, 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



www.PLAYGMB.com
City of St Charles Parks and Recreation

**“Wapelhorst Ballfield Tournament
Partnership/Lease Proposal”
25PRKRFP001**



www.playgmb.com

“THE BEST TOURNAMENTS IN TOWN”

PREPARED and SUBMITTED BY:

Eric Hooper
Owner and Founder
www.playgmb.com
314-753-0627
eric@gmb2.com



www.playgmb.com



May 21st, 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

GMB Software, Email Marketing and Social 6

2026 GMB Tournament Partners 7

GMB Typical Field Grid and Weekend Overview8

GMB 2025 Spring / Summer Tournament Calendar 9

GMB – Wapelhorst Park 2026 – 2030 Lease Program10

GMB References.....11

Eric Hooper
Owner and Founder
www.playgmb.com
314-753-0627
eric@gmb2.com



May 21st, 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 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.

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
314-753-0627
eric@gmb2.com



May 21st, 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
Founder Eric Hooper



GMB (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

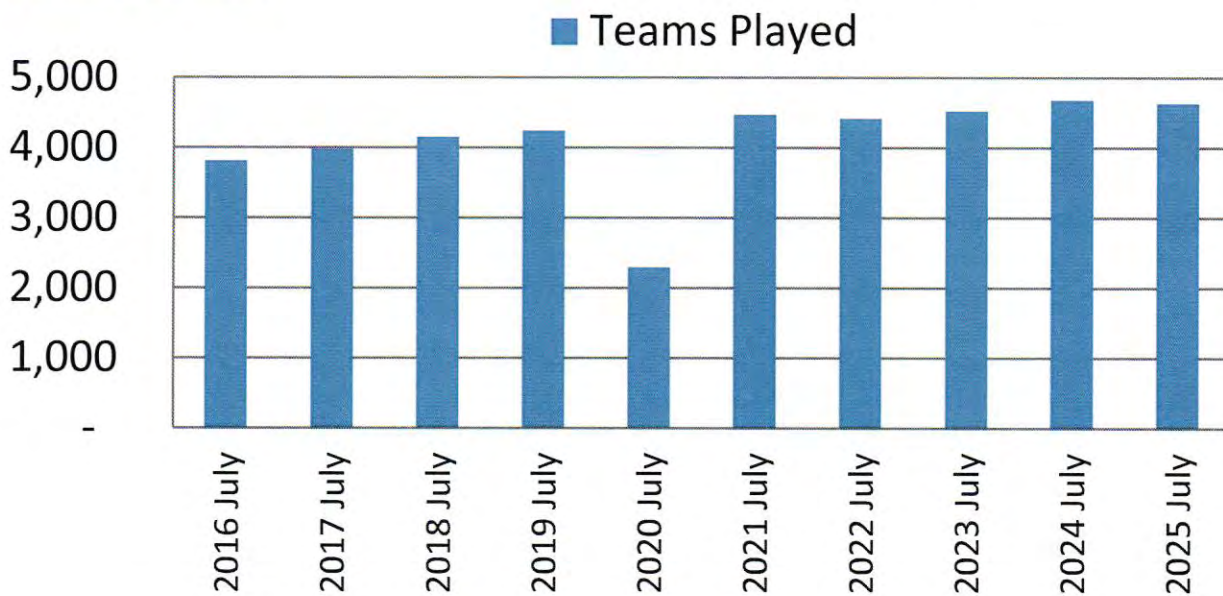
May 21st, 2025
City of St Charles Parks and Recreation
25PRKRFP001
Wapelhorst Ballfield Partnership/Lease Proposal



www.playgmb.com
"THE BEST TOURNAMENTS IN TOWN"

GMB Current Team Count 2025

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 21st, 2025
 City of St Charles Parks and Recreation
 25PRKRFP001
 Wapelhorst Ballfield Partnership/Lease Proposal

PlayGMB
 GMB Tournament Team Reach Outside Metro St Louis

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 21st, 2025
 City of St Charles Parks and Recreation
 25PRKRFP001
 Wapelhorst Ballfield Partnership/Lease Proposal

PlayGMB
 "The Numbers - Hotel"

www.playgmb.com
 GMB Hotel Nights Overview
 Data Provided By Impact Housing and Playbook365

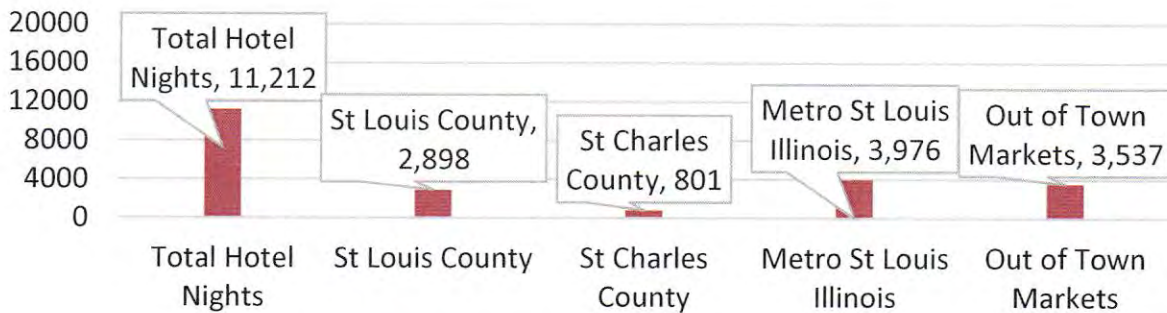
- 2024 Spring / Summer
 Team Hotel Nights**
- * Total GMB 11,212 Across All Markets
 - * St Louis County 2024 = 2,898
 - * St Charle County 2024 = 801
 - * St Louis County Nights Will Shift To St Charles County 2026



www.playgmb.com
 "THE BEST TOURNAMENTS IN TOWN"

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
 cat.young@impact-hs.com

May 21st, 2025
 City of St Charles Parks and Recreation
 25PRKRFP001
 Wapelhorst Ballfield Partnership/Lease Proposal



PlayGMB
 emails and Social Media Reach"
 360 Playbook Software



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 21st, 2025
City of St Charles Parks and Recreation
25PRKRFP001
Wapelhorst Ballfield Partnership/Lease Proposal

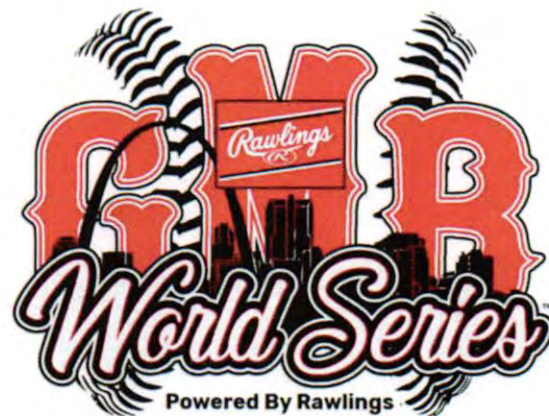
PlayGMB
Metro St Louis GMB Tournament Partners 2026
www.playgmb.com



www.playgmb.com
"THE BEST TOURNAMENTS IN TOWN"



March 27th – 29th, 2026
April 24th – 26th, 2026
Memorial Day 2026



June 25th – 28th, 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 21st, 2025
City of St Charles Parks and Recreation
25PRKRFP001
Wapelhorst Ballfield Partnership/Lease Proposal

www.playgmb.com
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 21st, 2025
City of St Charles Parks and Recreation
25PRKRF001
Wapelhorst Ballfield Partnership/Lease Proposal

www.playgmb.com
Founder Eric Hooper



www.playgmb.com
"THE BEST TOURNAMENTS IN TOWN"

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 21st, 2025
City of St Charles Parks and Recreation
25PRKRFP001
Wapelhorst Ballfield Partnership/Lease Proposal

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 21st, 2025
City of St Charles Parks and Recreation
25PRKRFP001
Wapelhorst Ballfield Partnership/Lease Proposal



PlayGMB – References

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Founder / Owner
314-753-0627
eric@gmb2.com

www.playgmb.com

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314-368-9191
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618-624-0139
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May 21st, 2025
City of St Charles Parks and Recreation
25PRKRF001
Wapelhorst Ballfield Partnership/Lease Proposal

www.playgmb.com
Founder Eric Hooper



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THE BEST TOURNAMENTS IN TOWN

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 21st, 2025
City of St Charles Parks and Recreation
25PRKRFP001
Wapelhorst Ballfield Partnership/Lease Proposal

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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 |





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Exhibit C - March

May 21st, 2025
City of St Charles Parks and Recreation
25PRKRF001
Wapelhorst Ballfield Partnership/Lease Proposal

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**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

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

Mar 27 - 29
MISSOURI
Wapelhorst Park
St. Charles, MO



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Exhibit C - April

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
Tournament Boxes**

April 2026



2026 GMB
April 3-4
Missouri
Wapelhorst Park
St. Charles, Mo
April 3rd - 4th



APRIL 10-12
MISSOURI
Wapelhorst Park
St. Charles, MO



APRIL 17 - 19
MISSOURI
WAPELHORST PARK
ST. CHARLES, MO



Apr 25 - 27
MISSOURI
Wapelhorst Park
St. Charles, MO

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Exhibit C - May

May 21st, 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 21st, 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 21st, 2025
City of St Charles Parks and Recreation
25PRKRFP001
Wapelhorst Ballfield Partnership/Lease Proposal

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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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

**CITY OF SAINT CHARLES,
MISSOURI**

**GREATER MIDWEST SPORTS
MARKETING, LLC**



DocuSigned by:

Eric Hooper

7/9/2025

57E19F8459BE4E9

Daniel J. Borgmeyer, Mayor Date

Eric S. Hooper, Owner and Founder Date

Attest:

Kimberly Hudson, City Clerk

**CITY OF SAINT CHARLES PARKS
AND RECREATION BOARD**

Sandy Bichel, President Date

Attest:

Anna Shy, Secretary

Exhibit A. Wapelhorst Park (Aerial View)

Wapelhorst Park Ball Field Improvements (Turf, fencing, dugouts)



RCA FORM (OFFICE USE ONLY)

Bill # 14001

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Bart Haberstroh

Description:

AN ORDINANCE AMENDING ORD #24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #9).

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The Mayor is recommending that City Council give favorable consideration to the ninth budget amendment for the year 2025.

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

Fiscal Impact: _____ N/A _____ N/A

Account #: Multiple - Please see details in Bill

Project #: _____

RCA prepared by: js Dept. Dir. Qao Finance Dir. Qao Dir. of Admin. 4

Bill No. 14001

Ordinance No. _____

Sponsor: Bart Haberstroh

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #9)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

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

SECTION 1. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following revenue accounts by the following amounts:

| <u>Account Number</u> | <u>Description</u> | <u>Amount</u> | <u>Project</u> |
|-----------------------|-------------------------|---------------|----------------|
| 220-199-199-450911- | Contribution Revenue | \$4,088.61 | |
| 601-199-199-450201- | Insurance Reimbursement | \$112,761.53 | |

SECTION 2. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following revenue accounts by the following amounts:

| <u>Account Number</u> | <u>Description</u> | <u>Amount</u> | <u>Project</u> |
|-----------------------|--------------------|---------------|----------------|
| | NONE | | |

SECTION 3. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following expenditure accounts by the following amounts:

| <u>Account Number</u> | <u>Description</u> | <u>Amount</u> | <u>Project</u> |
|-----------------------|--------------------------|----------------|----------------|
| 220-199-199-743006- | Repair & Maintenance | \$588.61 | 25COMDV006 |
| 220-199-199-743006- | Repair & Maintenance | \$2,000.00 | 25COMDV006 |
| 220-199-199-743006- | Repair & Maintenance | \$1,500.00 | 25COMDV006 |
| 601-199-199-752119- | General Liability Claims | \$112,761.53 | 25PWFAC014 |
| 601-199-199-752119- | General Liability Claims | \$250,000.00 | |
| 217-217-131-873109- | Park Improvements | \$2,300,000.00 | 25PARKS013 |
| 217-217-131-873109- | Park Improvements | \$175,000.00 | 25PARKS029 |
| 430-500-551-872102- | Building Improvements | \$7,069.00 | 25CMTRY002 |
| 401-240-131-873199- | Other Improvements | \$45,000.00 | |

SECTION 4. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following expenditure accounts by the following amounts:

| <u>Account Number</u> | <u>Description</u> | <u>Amount</u> | <u>Project</u> |
|-----------------------|--------------------|---------------|----------------|
| | NONE | | |

SECTION 5. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following fund balance accounts by the following amounts:

| <u>Account Number</u> | <u>Description</u> | <u>Amount</u> | <u>Project</u> |
|-----------------------|--------------------|---------------|----------------|
| | NONE | | |

SECTION 6. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following fund balance accounts by the following amounts:

| <u>Account Number</u> | <u>Description</u> | <u>Amount</u> | <u>Project</u> |
|-----------------------|-----------------------------|----------------|----------------|
| 601-199-199-311001- | Self-Insurance Fund Balance | \$250,000.00 | |
| 217-199-199-321001- | Parks Fund Balance | \$2,475,000.00 | |
| 430-199-199-321001- | Facilities Capital Fund | \$7,069.00 | |
| 401-199-199-321001- | Construction Fund Balance | \$45,000.00 | |

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:
Holly Magdziarz
Holly Magdziarz, City Attorney

7/30/25
Date

Attest:

City Clerk





August 5, 2025

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2025 Budget
Budget Amendment# 9

The following budget amendment summary is presented for your consideration.

FRENCHTOWN SPECIAL BUSINESS DISTRICT

- The Frenchtown Special Business District received \$4,088.61 in grant funds from the Historic Frenchtown Association to use for Tree Lighting, Flowerpot maintenance and the installation of the Frenchtown Pup. We are requesting an increase in grant revenue and a corresponding increase in repair and maintenance expense in the amount of \$4,088.61.

SALT DOME ROOF REPLACEMENT

- The tarp on the salt dome at the Public Works Facility needs to be repaired immediately. We are processing this claim with our insurance company. We are requesting an increase in Insurance Reimbursement Revenue and a corresponding increase in general liability claims expense in the amount of \$112,761.53 for this replacement.

SELF INSURANCE

- Self-Insurance Claims have been higher this year than expected. We are requesting the use of Self Insurance Fund Balance in the amount of \$250,000.00 to cover the overages.

FIRE STATION 3

- The Fire Department needs to repair the floor in the bay area. We have remaining Proposition R Funds which can be used for this repair. We are requesting \$45,000.00 from Fund Balance to cover this expense.

CEMETERY OFFICE

- The Facilities Maintenance Department is requesting \$7,069.00 from Facilities Capital Fund Balance to replace the HVAC unit at the Cemetery Office. This equipment has failed and must be replaced.

PARKS

- The Parks Department is requesting to use Fund Balance for the following projects:
 - Legacy Farms Parks – At the Council Work Session on July 8, the Parks Department presented Phase 1 of this project and requested guidance on funding the \$2,300,000.00 needed. It was determined that the Parks Department could use Parks Fund Balance. If it should become necessary to repurchase the Soccer Complex, the City will entertain a loan at that time.
 - Wapelhorst Athletic Complex – During the initial review of the complex project, irrigation was to receive upgrades. Upon further inspection to bid the project, attempting to upgrade will be nearly as costly as replacing it. We are requesting \$175,000.00 to be used for the new brand new system.

RCA FORM (OFFICE USE ONLY)

Bill # 14002

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 1

Sponsor(s): Bill Otto

Description:

Authorization to acquire right-of-way and easements required for the Fox Hill Road Rehabilitation Project by purchase, donation, or eminent domain.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Thouvenot, Wade, & Moechern, Inc. (TWM) has completed preliminary design plans for the proposed improvements. Existing easements and right-of-way were utilized where possible; however temporary construction easements are required for construction of the improvements. For reference, attached are the plan sheets highlighting the temporary construction easements in red. Staff anticipates acquiring the needed easements for this project by purchase.

Staff recommends approval of authorization to acquire right-of-way and easements for the Fox Hill Road Rehabilitation Project by purchase, donation, or eminent domain.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: 24ENGST10

RCA prepared by: JS Dept. Dir. om Finance Dir. Gao Dir. of Admin. G

Bill No. 14002

Ordinance No. _____

Sponsor: Bill Otto

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE FOX HILL ROAD REHABILITATION PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS.

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

SECTION 1. The acquisition by purchase, donation or the power of eminent domain of land, easements or other real property interests for the Fox Hill Road Rehabilitation Project as generally depicted on Exhibit A and attached hereto and incorporated by this reference is declared to be necessary for municipal purposes and the acquisition of the property interests is hereby authorized.

SECTION 2. The Mayor, City Clerk and City Staff are hereby authorized and directed to perform all acts necessary to acquire the property interests described above.

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 7/24/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



**CONSULTING ENGINEERING
GEOSPATIAL SERVICES**

ILLINOIS SWANSEA
COLUMBIA
FLORIDA
MISSOURI CHARLES
COLUMBIA
TENNESSEE NASHVILLE
CHATTANOOGA

**THOUVENOT WADE
& MOERCHEN, INC.**
SWANSEA OFFICE
4840 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS
62226-2025
TEL: (618) 824-4488
WWW.TWM-INC.COM

| | |
|--------------------------|----------|
| PROF. LICENSE | NUMBER |
| E. PROF. DESIGN FIRM | 14-00220 |
| E. PROF. ENGINEER | 14-00220 |
| E. PROF. SURVEYOR | 14-00220 |
| AS. PROF. ENGINEER | 14-00220 |
| AS. PROF. SURVEYOR | 14-00220 |
| MS. PROF. ENGINEER | 14-00220 |
| MS. PROF. SURVEYOR | 14-00220 |
| MS. LAND SURVEYING CORP. | 00048 |
| TR. PROF. ENGINEER | 8974 |

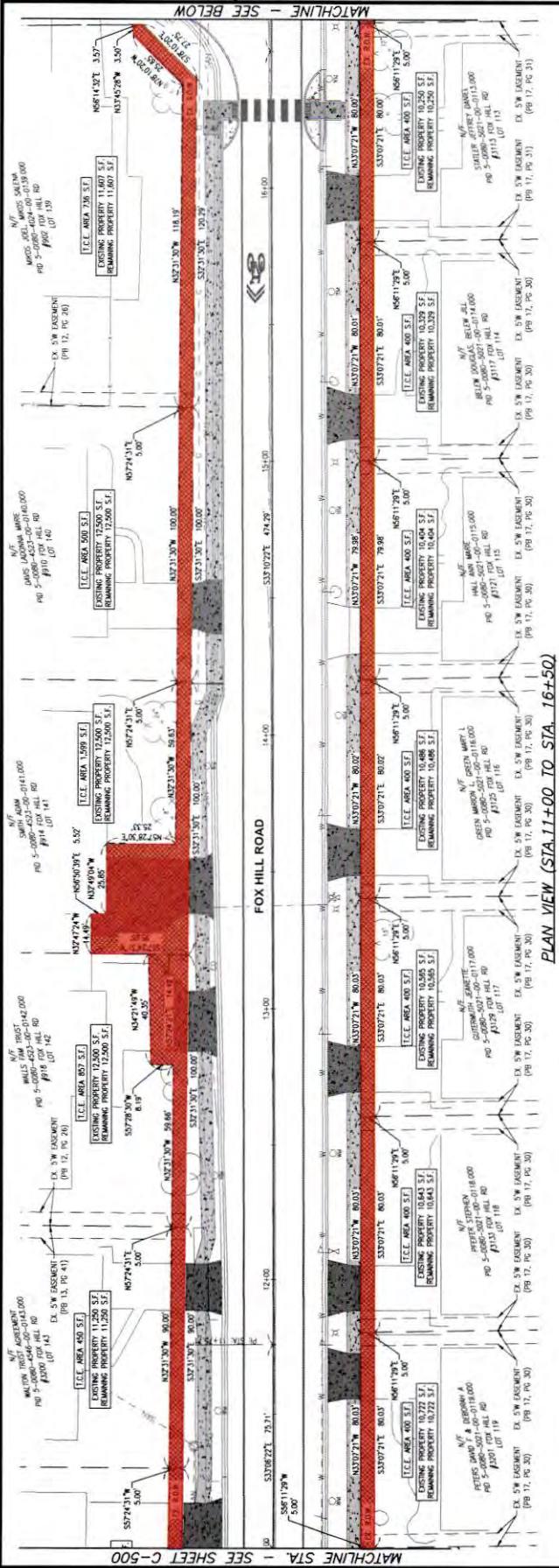
| | | |
|-------------------|-------------|-------------------|
| SIGNATURE | DATE | ISSUED FOR REVIEW |
| DATE SHIPPED | DESCRIPTION | JUNE 3, 2022 |
| LOGSHE EXPARATION | REV | DATE |
| | DESCRIPTION | |
| | | |
| | | |
| | | |

| | |
|--------------|-------|
| DRAWN BY: | NIS |
| DESIGNED BY: | NIS |
| CHECKED BY: | NIS |
| PROJECT NO.: | 28022 |

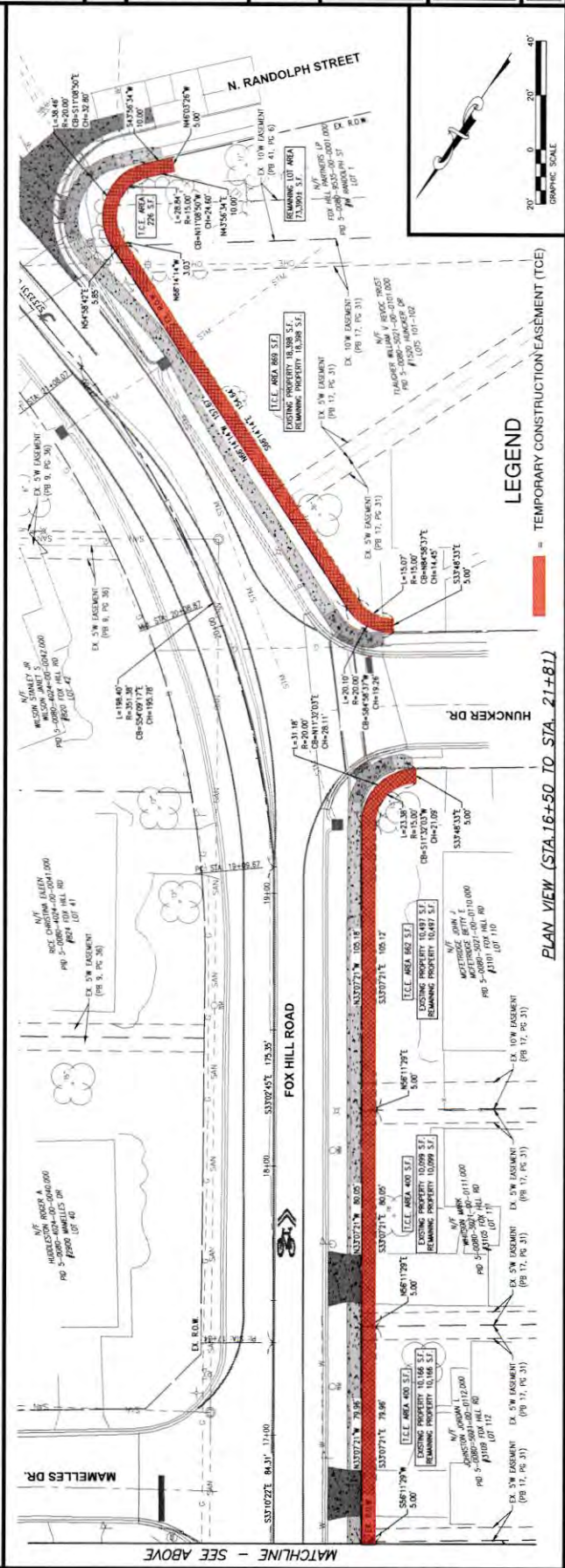
PROJECT:
STBD 7700709
FOX HILL ROAD REHABILITATION
COTTAGEWOOD DRIVE TO
N. RANDOLPH STREET

TITLE:
ROW PLAN

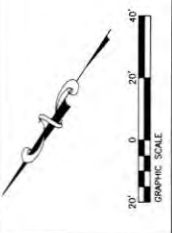
SHEET NO. C-81
2 of 2



PLAN VIEW (STA. 11+00 TO STA. 16+50)



PLAN VIEW (STA. 16+50 TO STA. 21+81)



LEGEND

█ = TEMPORARY CONSTRUCTION EASEMENT (TCE)

11/20/22 10:22:14 AM - DWG: 7700709 (FOX HILL ROAD REHABILITATION) - THE INFORMATION PROVIDED HEREIN IS THE PROPERTY OF TWM-INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

RCA FORM (OFFICE USE ONLY)

Bill # 14003

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 1

Sponsor(s): Bill Otto

Description:

Authorization to acquire right-of-way and easements required for the Frenchtown Pedestrian Accessibility Project by purchase, donation, or eminent domain.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Oates Associates, Inc. has completed preliminary design plans for the proposed improvements. Existing easements and right-of-way were utilized where possible; however several permanent easements, and temporary construction easements are required for construction of the improvements. For reference, attached are the plan sheets highlighting the permanent easements and temporary construction easements. Staff anticipates acquiring the needed right of way and easements for this project by purchase.

Staff recommends approval of authorization to acquire right-of-way and easements for the Frenchtown Pedestrian Accessibility Project by purchase, donation, or eminent domain.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: 24ENGST2

RCA prepared by: JS Dept. Dir. DM Finance Dir. Qao Dir. of Admin. G

Bill No. 14003

Ordinance No. _____

Sponsor: Bill Otto

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE FRENCHTOWN PEDESTRIAN ACCESSIBILITY PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS.

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

- SECTION 1. The acquisition by purchase, donation or the power of eminent domain of land, easements or other real property interests for the Frenchtown Pedestrian Accessibility Project as generally depicted on Exhibit A and attached hereto and incorporated by this reference is declared to be necessary for municipal purposes and the acquisition of the property interests is hereby authorized.
- SECTION 2. The Mayor, City Clerk and City Staff are hereby authorized and directed to perform all acts necessary to acquire the property interests described above.
- 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 Magdziaz 7/25/2025
Holly Magdziaz, City Attorney Date

Kimberly Hudson, City Clerk



PRELIMINARY PLANS

DATE PREPARED
5/15/2025
DISTRIC STATE
SL NO
SHEET NO.
14
PROJECT NO.
224027
TAP-2031(673)
PROJECT NO.
N/A

ST. CHARLES
FRENCHTOWN

| DATE | DESCRIPTION |
|------|-------------|
| | |



OATER
MISSOURI DESIGN FIRM
LICENSE NO. 001196
MISSOURI LAND SURVEY CORP
LICENSE NO. 000275

CITY OF ST. CHARLES
ENGINEER
200 N 2ND ST.
ST. CHARLES, MO 63301

ROW PLANS
PARCEL SUMMARY
SHEET 1 OF 7

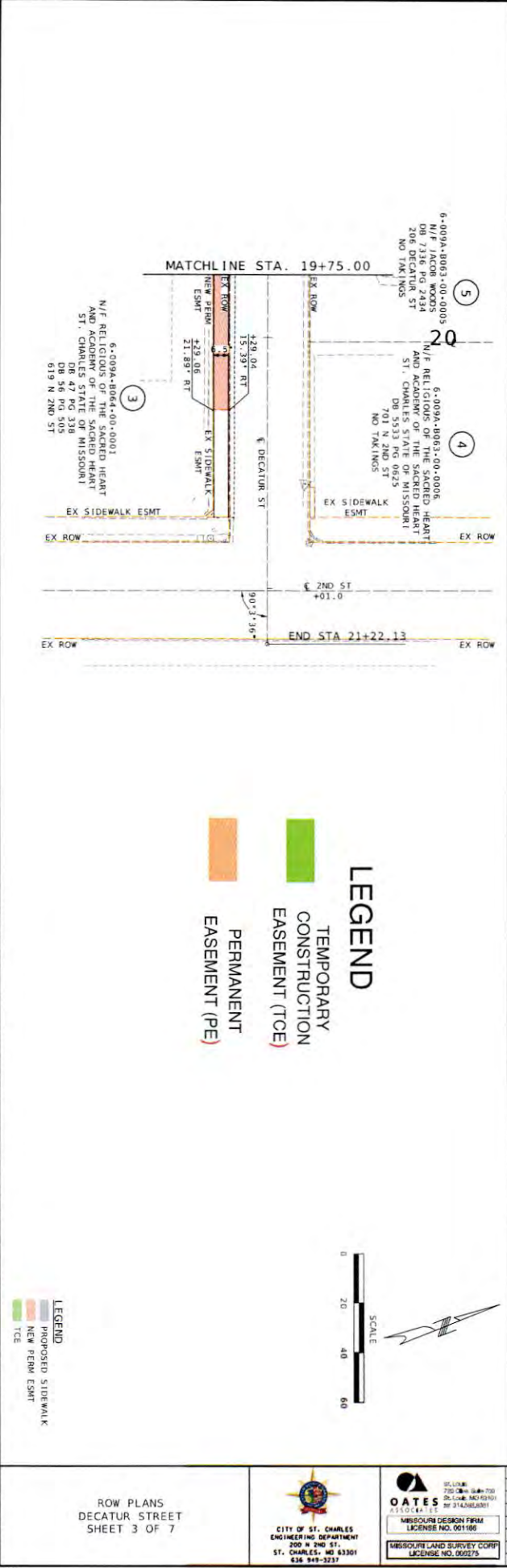
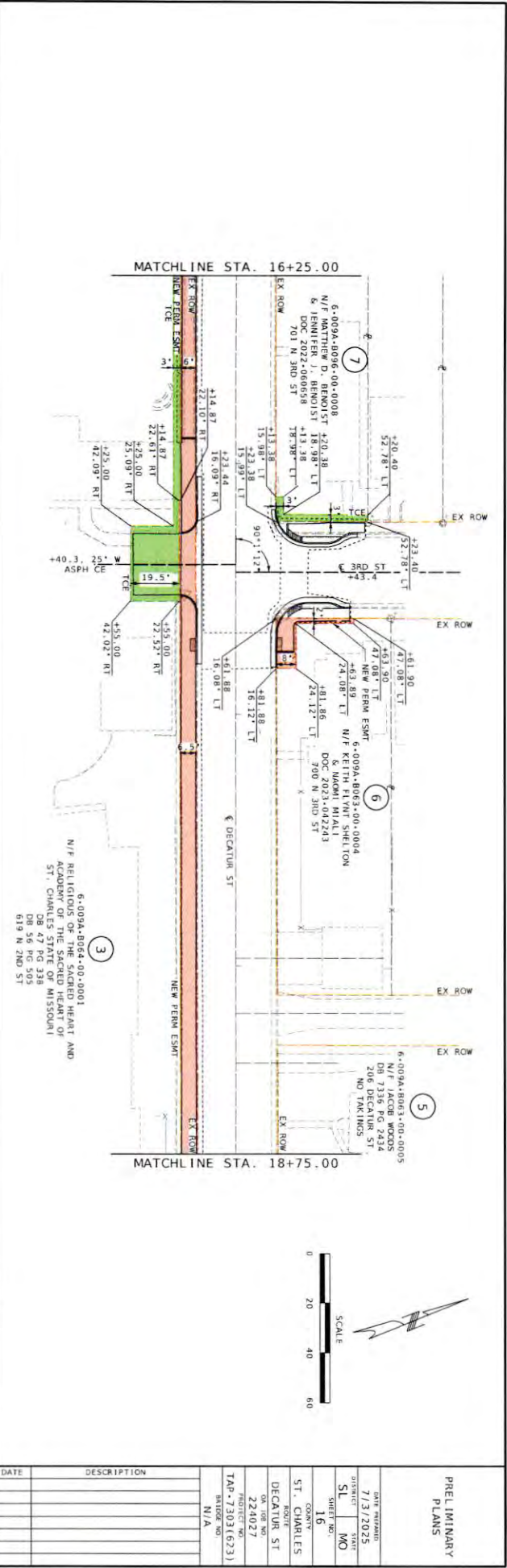
REV. 5/15/2025

FRENCHTOWN SIDEWALK IMPROVEMENTS PARCEL SUMMARY

| PARCEL # | PARCEL ID | OWNER NAME | EXISTING AREA (SQUARE FEET) | PROPOSED AREA (SQUARE FEET) | PROPOSED AREA (SQUARE FEET) | TOTAL AREA (SQUARE FEET) | REMAINING AREA (SQUARE FEET) |
|----------|------------------|--|-----------------------------|-----------------------------|-----------------------------|--------------------------|------------------------------|
| 1 | 6300A-0120-00001 | SCHNEIDER'S LLC | 0.18 | 0 | 154 | 0 | 0.18 |
| 2 | 6300A-0120-00001 | ST CHARLES COUNTY COLLEGE/CHRONIC HEALTH CARE CENTER | 3.62 | 0 | 4,059 | 1,041 | 3.62 |
| 3 | 6300A-0000-00000 | RELAND OF THE SOUTHWEST AND COMPANY OF THE SOUTHWEST | 10.62 | 0 | 1,350 | 1,350 | 10.62 |
| 4 | 6300A-0000-00000 | RELAND OF THE SOUTHWEST AND COMPANY OF THE SOUTHWEST | | | NO TRAKS | | |
| 5 | 6300A-0000-00000 | JACOB WOODS | | | NO TRAKS | | |
| 6 | 6300A-0000-00000 | WEST FLORENCE BROTHERS INCORPORATED | 0.15 | 0 | 206 | 0 | 0.15 |
| 7 | 6300A-0000-00000 | MATTHEW D. ANDERSON/REINERT | 0.12 | 0 | 0 | 131 | 0.12 |
| 8 | 6300A-0000-00000 | JOSEPH H. KELSO | 0.17 | 0 | 114 | 0 | 0.17 |
| 9 | 6300A-0000-00000 | JULIA & MICHAEL LUTZ | 0.35 | 0 | 0 | 60 | 0.35 |
| 10 | 6300A-0120-00000 | STROMBERG & MCKENZIE, INC. ENGINEERS | 0.18 | 0 | 0 | 200 | 0.18 |
| 11 | 6300A-0150-00000 | DANIELA M. CLARK, LAND SURVEYOR | 0.20 | 0 | 0 | 200 | 0.20 |
| 12 | 6300A-0150-00000 | PAUL G. LYNCH | 0.13 | 0 | 0 | 201 | 0.13 |
| 13 | 6300A-0120-00000 | JAMES A. SPEAR/PELTERS | 0.17 | 0 | 0 | 127 | 0.17 |
| 14 | 6300A-0120-00000 | LAWRENCE V. BALDWIN/DAVE ESCOFFIER | 0.12 | 0 | 0 | 138 | 0.12 |
| 15 | 6300A-0120-00000 | DANIEL R. HOWE/BOULDER LLC/BERNARD/99 WOODMAN | 0.10 | 0 | 0 | 133 | 0.10 |
| 16 | 6300A-0120-00000 | JANINA B. & BRADLEY K. LEWIS | 0.10 | 0 | 0 | 131 | 0.10 |
| 17 | 6300A-0120-00000 | CONCRETE PARTNERS | 0.10 | 0 | 72 | 68 | 0.10 |
| 18 | 6300A-0000-00000 | DOMINIC DANCE & PAUL M. LEMMON | 0.11 | 0 | 119 | 242 | 0.11 |
| 19 | 6300A-0000-00000 | TRISSI L. THOMPSON/REBEKAH MCCOY | 0.23 | 0 | 298 | 103 | 0.23 |
| 20 | 6300A-0000-00000 | HEBE & TYRRELL LLC | 0.15 | 0 | 200 | 241 | 0.15 |
| 21 | 6300A-0000-00000 | JAMES L. ANDERSON/REINERT | 0.17 | 0 | 664 | 121 | 0.17 |
| 22 | 6300A-0000-00000 | DANIELA M. CLARK, LAND SURVEYOR | 0.18 | 0 | 600 | 679 | 0.18 |
| 23 | 6300A-0000-00000 | CHP PROPERTIES AND CONSTRUCTION LLC | 0.12 | 0 | 966 | 683 | 0.12 |
| 24 | 6300A-0000-00000 | JAMES W. AND WENDY W. ANDERSON | 0.09 | 0 | 1,201 | 264 | 0.09 |
| 25 | 6300A-0000-00000 | ALEXA K. SMITH/REINERT | 0.14 | 0 | 1,188 | 671 | 0.14 |
| 26 | 6300A-0000-00000 | JEFFREY THOMAS & NICOLE E. BERBER/DAVE | 0.14 | 0 | 1,188 | 671 | 0.14 |
| 27 | 6300A-0000-00000 | DAVE W. & JACQUEE K. CLARK | 0.12 | 0 | 245 | 135 | 0.12 |

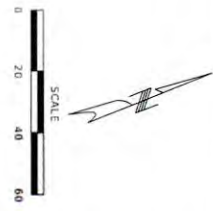
FRENCHTOWN SIDEWALK IMPROVEMENTS PARCEL SUMMARY




| PARCEL # | PARCEL ID | OWNER NAME | EXISTING AREA (SQUARE FEET) | PROPOSED AREA (SQUARE FEET) | PROPOSED AREA (SQUARE FEET) | TOTAL AREA (SQUARE FEET) | REMAINING AREA (SQUARE FEET) |
|----------|------------------|---|-----------------------------|-----------------------------|-----------------------------|--------------------------|------------------------------|
| 28 | 6300A-0000-00000 | THOMAS F. ALLEN/ST. MICHAEL | 0.14 | 0 | 210 | 116 | 0.14 |
| 29 | 6300A-0000-00000 | DAVE & LYNN/STANIS | 0.18 | 0 | 960 | 509 | 0.18 |
| 30 | 6300A-0110-00001 | DAVID D. UNDERHILL | 0.29 | 0 | 240 | 200 | 0.29 |
| 31 | 6300A-0110-00001 | GABRIELLE CLARK | 0.29 | 0 | 240 | 200 | 0.29 |
| 32 | 6300A-0110-00000 | ANTHONY DEBARIANO | 0.18 | 0 | 480 | 128 | 0.18 |
| 33 | 6300A-0110-00000 | EMERALD PALM INVESTMENT TRUST | 0.11 | 0 | 325 | 423 | 0.11 |
| 34 | 6300A-0110-00000 | WYNN/DAVE JAY | 0.23 | 0 | 662 | 627 | 0.23 |
| 35 | 6300A-0110-00000 | CATHERINE L. MCCOY, TRUSTEE OF THE CATHERINE L. MCCOY TRUST | 0.20 | 0 | 0 | 321 | 0.20 |
| 36 | 6300A-0110-00000 | KATHERINE D. CALDWELL/MCCOY TRUST | 0.16 | 0 | 0 | 325 | 0.16 |
| 37 | 6300A-0110-00000 | ST. CHARLES COUNTY | | | NO TRAKS | | |
| 38 | 6300A-0110-00000 | TODD F. FAY/LLP | 0.29 | 0 | 665 | 154 | 0.29 |
| 39 | 6300A-0110-00000 | CITY OF ST. CHARLES | | | NO TRAKS | | |
| 40 | 6300A-0110-00000 | CITY OF ST. CHARLES | | | NO TRAKS | | |
| 41 | 6300A-0110-00000 | ADRIAN A. MALKONEN/ST. MICHAEL TRUST | 0.22 | 0 | 71 | 142 | 0.22 |
| 42 | 6300A-0110-00000 | DOROTHY A. WICKERT/REBEKAH | 0.18 | 0 | 92 | 123 | 0.18 |
| 43 | 6300A-0110-00000 | REBEKAH WICKERT | 0.21 | 0 | 78 | 130 | 0.21 |
| 44 | 6300A-0000-00000 | JOHN C. & CYNTHIA E. MORTIMER | 1.11 | 0 | 416 | 209 | 1.11 |
| 45 | 6300A-0000-00000 | A-YE LLC | 1.04 | 0 | 215 | 87 | 1.04 |
| 46 | 6300A-0000-00000 | REBEKAH WICKERT | 0.13 | 0 | 297 | 121 | 0.13 |
| 47 | 6300A-0000-00000 | DAVID L. GENTLE | 0.12 | 0 | 480 | 460 | 0.12 |
| 48 | 6300A-0000-00000 | KURT A. ANDERSON | 0.20 | 0 | 462 | 302 | 0.20 |
| 49 | 6300A-0000-00000 | SARA PROPERTIES LLC | 0.14 | 0 | 442 | 441 | 0.14 |
| 50 | 6300A-0110-00000 | NICKOLE M.C. | 0.20 | 0 | 242 | 132 | 0.20 |
| 51 | 6300A-0110-00000 | MICHAEL PALCE | 0.13 | 0 | 209 | 146 | 0.13 |
| 52 | 6300A-0110-00000 | WINDHAM/ALVARADO COMPANY/ANTHONY AND WENDY | 0.18 | 0 | 729 | 1,020 | 0.18 |



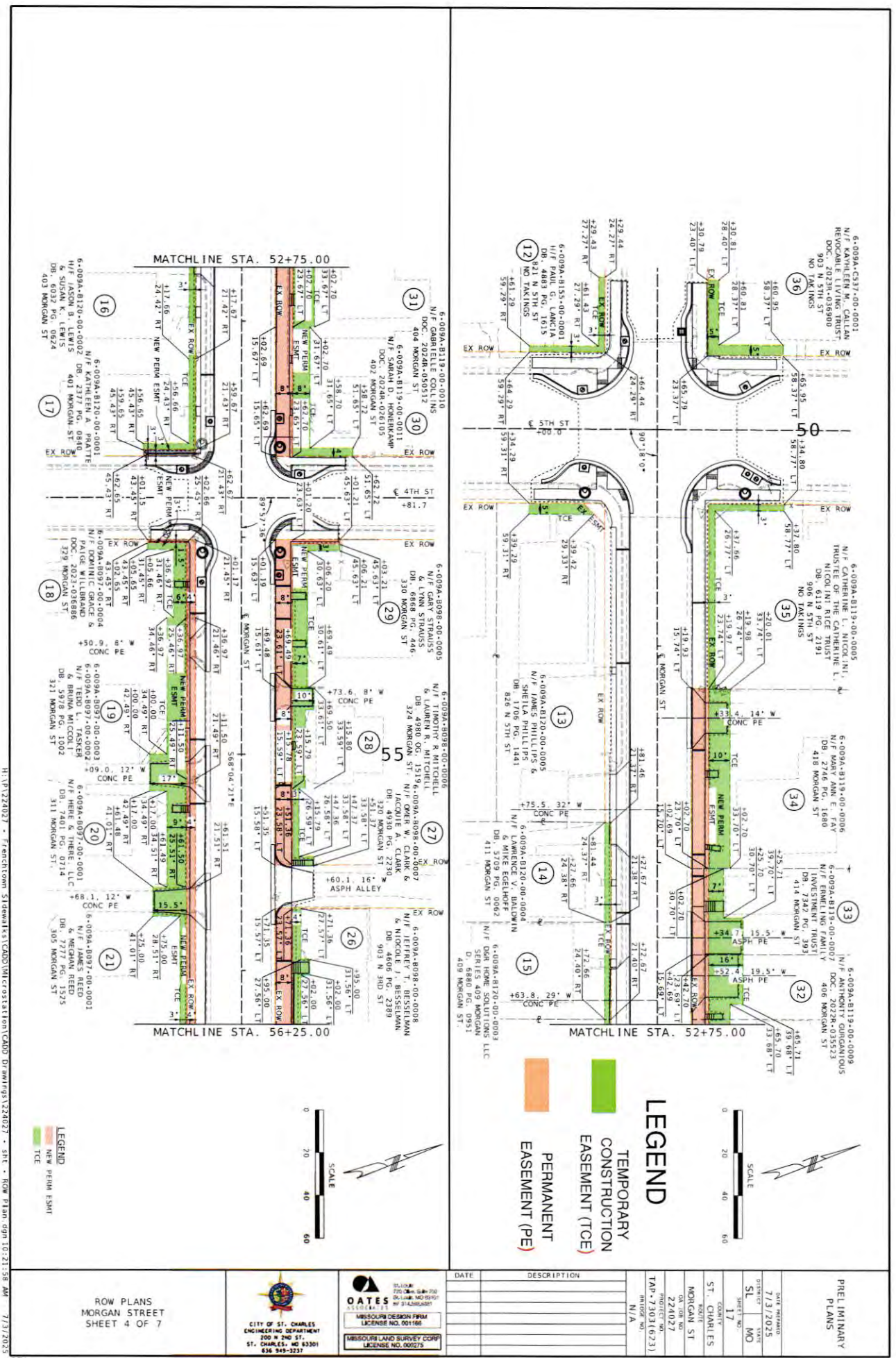
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT EASEMENT (PE)



| <p>ROW PLANS DECATUR STREET SHEET 3 OF 7</p> |  <p>CITY OF ST. CHARLES ENGINEERING DEPARTMENT 200 N 2ND ST. ST. CHARLES, MO 63301 636 949-3237</p> |  <p>OATES ASSOCIATES INCORPORATED 1500 S. MAIN ST. ST. LOUIS, MO 63103 314-433-8800</p> |  <p>MISSOURI LAND SURVEYORS CORP. LICENSE NO. 000275</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">DATE</th> <th style="width: 50%;">DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 33%;">PROJECT NO. 224027</td> <td style="width: 33%;">SHEET NO. 16</td> <td style="width: 33%;">DATE PLOTTED 7/3/2025</td> </tr> <tr> <td>PROJECT NAME TAP-7303(623)</td> <td>CITY ST. CHARLES</td> <td>DISTRICT MO</td> </tr> <tr> <td>PROJECT LOCATION N/A</td> <td>PROJECT NO. 224027</td> <td>DATE PLOTTED 7/3/2025</td> </tr> </table> | DATE | DESCRIPTION | | | | | | | | | PROJECT NO. 224027 | SHEET NO. 16 | DATE PLOTTED 7/3/2025 | PROJECT NAME TAP-7303(623) | CITY ST. CHARLES | DISTRICT MO | PROJECT LOCATION N/A | PROJECT NO. 224027 | DATE PLOTTED 7/3/2025 |
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6-0094-C331-00-0001
 N/F KATHLEEN M. CALLAN
 REVOCABLE LIVING TRUST
 DOC. 2024-036980
 303 JARVIS
 NO TAKINGS

6-0094-B119-00-0005
 N/F CATHERINE L. NICOLINI,
 TRUSTEE OF THE CATHERINE L.
 NICOLINI RICE TRUST
 DB. 619 PG. 2191
 303 JARVIS
 NO TAKINGS

6-0094-B119-00-0005
 N/F CATHERINE L. NICOLINI,
 TRUSTEE OF THE CATHERINE L.
 NICOLINI RICE TRUST
 DB. 619 PG. 2191
 303 JARVIS
 NO TAKINGS

6-0094-B119-00-0005
 N/F MARY ANN E. DAY
 DB. 276 PG. 1680
 418 MORGAN ST

6-0094-B119-00-0005
 N/F INVESTING FAMILY
 DB. 7342 PG. 393
 414 MORGAN ST

6-0094-B119-00-0005
 N/F JAMES REED & MEGHAN REED
 DB. 2727 PG. 1325
 303 MORGAN ST

6-0094-B119-00-0005
 N/F JAMES REED & MEGHAN REED
 DB. 2727 PG. 1325
 303 MORGAN ST

6-0094-B119-00-0018
 N/F GABRIELLE COLLINS
 DOC. 2024-050512
 404 MORGAN ST

6-0094-B119-00-0011
 N/F SARAH D. HOMERAMP
 DOC. 2024-028105
 402 MORGAN ST

6-0094-B098-00-0005
 N/F DAN STRASS
 DB. 668 PG. 446
 330 MORGAN ST

6-0094-B098-00-0005
 N/F TIMOTHY R MITCHELL
 DB. 4380 PG. 1519
 324 MORGAN ST

6-0094-B098-00-0005
 N/F OMAR W. CLARK &
 ADRIAN M. CLARK
 DB. 4410 PG. 2230
 320 MORGAN ST

6-0094-B098-00-0008
 N/F JEFFREY T. BRESSELMAN
 DB. 4405 PG. 2399
 903 N 3RD ST

6-0094-B120-00-0005
 N/F JAMES PHILLIPS &
 SHEILA PHILLIPS
 DB. 1708 PG. 1441
 826 N 5TH ST

6-0094-B120-00-0001
 N/F PAUL G. MARCIA
 DB. 821 N 5TH ST
 NO TAKINGS

6-0094-B120-00-0001
 N/F DOMINIC GRACE &
 PAIGE WILLIAMS
 DOC. 2023-036886
 339 MORGAN ST

6-0094-B097-00-0003
 N/F TEND L. YASKER
 & BRUNA MITCHELL
 DB. 3578 PG. 1002
 311 MORGAN ST

6-0094-B097-00-0003
 N/F HERE & THERE, LLC
 DB. 7801 PG. 0714
 311 MORGAN ST

6-0094-B097-00-0001
 N/F JAMES REED &
 MEGHAN REED
 DB. 2727 PG. 1325
 303 MORGAN ST

6-0094-B097-00-0001
 N/F JAMES REED &
 MEGHAN REED
 DB. 2727 PG. 1325
 303 MORGAN ST

6-0094-B120-00-0003
 N/F DENISE COLEMAN LLC
 D. 6880 PG. 0951
 409 MORGAN ST

6-0094-B120-00-0005
 N/F JAMES PHILLIPS &
 SHEILA PHILLIPS
 DB. 1708 PG. 1441
 826 N 5TH ST

6-0094-B120-00-0003
 N/F MIKE EGELHOFF
 DB. 3709 PG. 0067
 411 MORGAN ST

6-0094-B120-00-0003
 N/F DENISE COLEMAN LLC
 D. 6880 PG. 0951
 409 MORGAN ST

6-0094-B120-00-0005
 N/F JAMES PHILLIPS &
 SHEILA PHILLIPS
 DB. 1708 PG. 1441
 826 N 5TH ST

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 DB. 1708 PG. 1441
 826 N 5TH ST

6-0094-B120-00-0005
 N/F JAMES PHILLIPS &
 SHEILA PHILLIPS
 DB. 1708 PG. 1441
 826 N 5TH ST

| DATE | DESCRIPTION |
|---------------|-------------------|
| 7/3/2025 | PRELIMINARY PLANS |
| 7/3/2025 | ST. CHARLES |
| 224027 | MORGAN ST |
| TAP-7303(623) | |
| N/A | |
| N/A | |

ROW PLANS
 MORGAN STREET
 SHEET 4 OF 7



CITY OF ST. CHARLES
 ENGINEERING DEPARTMENT
 15 N. 2ND ST.
 ST. CHARLES, MO 63301
 636 949-3227

OATES
 MISSOURI DESIGN FIRM
 LICENSE NO. 001166

MISSOURI LAND SURVEY CORP
 LICENSE NO. 000275

RCA FORM (OFFICE USE ONLY)

Bill # 14004

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): All

Sponsor(s): Galba

Description:

An ordinance authorizing the entry of various license agreements between the Missouri Department of Natural Resources (MoDNR) and the City of St. Charles, Missouri, for purposes of construction adjacent to, on, or under the Katy Trail State Park as part of city capital improvement projects.

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 Mayor to execute agreements with the Missouri Department of Natural Resources (MoDNR) including current and future license agreements related to City capital improvement projects adjacent to, on, or under the Katy Trail State Park for a period of 10 years. The City has multiple projects planned along the Katy Trail including storm sewer crossings, other utility crossings, resurfacing of trail, new trail connections, etc. This ordinance grants the Mayor the authority to sign these agreements as these arise and as required by MoDNR to complete the projects.

Staff recommends approval of this ordinance.

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

Fiscal Impact: \$ 0.00 Select One _____

Account #: _____

Project #: _____

RCA prepared by: JS/NG Dept. Dir. NA for DM Finance Dir. Qao Dir. of Admin. G

Sponsor: Michael Galba

AN ORDINANCE AUTHORIZING THE ENTRY OF VARIOUS LICENSE AGREEMENTS BETWEEN THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF ST. CHARLES, MISSOURI, FOR PURPOSES OF CONSTRUCTION ADJACENT TO, ON, OR UNDER THE KATY TRAIL STATE PARK AS PART OF CITY CAPITAL IMPROVEMENT PROJECTS.

WHEREAS, the City has multiple capital improvement projects which presently require, and which will require within the next ten (10) years, that the City have access on, over, or under the Katy Trail State Park (the "Trail") as located within the City limits; and

WHEREAS, the Missouri Department of Natural Resources is the successor in title to the Trail, formerly owned by the Missouri-Kansas-Texas Railroad; and

WHEREAS, the City desires that this Ordinance shall serve as authorization for the execution of various license agreements with the Missouri Department of Natural Resources for the above-stated capital improvement purposes; and

WHEREAS, this Ordinance does not authorize the expenditure of funds.

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

SECTION 1. The Mayor is hereby authorized to execute various license agreements between the Missouri Department of Natural Resources and the City of St. Charles, Missouri, for the City to cross the Katy Trail State Park (the "Trail") for purposes of the City's capital improvement projects that are adjacent to, on, or run under the Trail, and for which construction is planned to commence within ten (10) years of the date of this ordinance. Said license agreements shall be substantially the same in form and content as attached hereto and identified as Exhibit 1, the Storm Sewer Line License Agreement No. STC2503, and attached hereto and identified as Exhibit 2, the Storm Sewer Line License Agreement No. STC2521 (collectively, the "Agreements"), but may specify a different consideration and/or property location along the Trail. The Mayor is authorized to execute the Agreements and, further, to 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

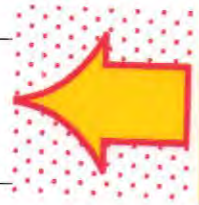
Approved as to Legal Form:

Attest:

Holly Magdziarz 7/30/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



**SIGN
HERE**

(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET

Document Title: Storm Sewer Line License Agreement

Document Date: _____, 2025

Licensor: Missouri Department of Natural Resources

Mailing Address: PO Box 176
Jefferson City, MO 65102

Licensee: City of St. Charles

Mailing Address: c/o City of St. Charles, Department of Engineering
200 North Second Street
St. Charles, MO 63301

Reference Book/Page: Quit Claim Deed, Book 1222, Page Two

Legal Description: Land Grant 0000, Township 46N, Range 5E, in the City of
St. Charles, St. Charles County, State of Missouri

This cover page is attached solely for the purpose of complying with the requirements stated in 59.310.2; 59.313.2 RSMo In the event of a conflict between the provision of this cover page and the attached document, the document shall control.

**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
STORM SEWER LINE LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, NO. STC2503 (Agreement) is made this year 2025 between the **MISSOURI DEPARTMENT OF NATURAL RESOURCES** (Licensor) and the **CITY OF ST. CHARLES, MISSOURI** (Licensee).

WHEREAS, the Department is the successor in title to a linear right-of-way (ROW), hereinafter referred to as "Trail", formerly owned by the Missouri-Kansas-Texas Railroad Company and conveyed by deed to the Department on June 3, 1988, recorded in Book 1222, page two of the St. Charles County Recorder's Office;

WHEREAS, the Department was granted the use of said ROW for a recreational trail to preserve the former railroad corridor in accordance with a Certificate of Interim Trail Use issued by the Interstate Commerce Commission, dated April 22, 1987, said Interstate Commerce Commission succeeded by the Surface Transportation Board, and provides the property will revert to railroad use if required for that purpose, regardless of the improvements thereon;

WHEREAS, the City is developing a storm sewer replacement project, hereinafter referred to as "Crossing" alongside the Department's Trail;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

ARTICLE I

1. Term: This Agreement shall be effective the date it is signed by Licensor and shall continue in force and effect for the useful life of the improvement, so long as it is used for the purpose set forth in this Agreement, or until any railroad operation is required pursuant to the National Trails System Act, at which time this Agreement may be assigned to railroad authority, unless terminated by either party giving the other party not less than 30 days advance written notice of an intention to terminate.

2. Consideration and Description: For valuable consideration, payable upon demand. Licensor grants to Licensee permission to enter Licensor's ROW, known as Katy Trail State

Park (Trail) to construct, reconstruct, use, maintain, repair, install, and develop a reinforced concrete ASTM C361 - Class 3 pipe, ninety-six inch (96") in diameter (Exhibit A), buried 10' deep and crossing the Licensor's right-of-way ("ROW") along the former Missouri-Kansas-Texas Railroad, presently utilized as a linear state park known as Katy Trail State Park. For convenience, said sewer line installation is called "Crossing" and Katy Trail State Park is called "Trail." The location of Crossing is described as a:

96" concrete ASTM C361 - Class 3 storm sewer pipe located within the Trail ROW at Mile Post 38.73, GPS Coordinates 38.7842686, -90.478419, Land Grant 0000, Township 47N, Range 5E, in the City of St. Charles, St. Charles County, State of Missouri, as shown on Exhibit A and B which is attached hereto and incorporated herein by reference.

3. Access: Licensor grants permission to Licensee to enter Licensor's Trail for the purpose of installing and maintaining Crossing at the location and as described above. Before entering Licensor's ROW, Licensee shall submit to Licensor at least five (5) days advance written notice before any work shall be performed on Licensor's property, subject to emergency access described in Section 4 below.

- (a) Licensee shall post industry standard construction warning signs at the construction site, and at the Trailhead nearest the west approach to the construction site. Licensee shall cause as minimal interference as possible with the operation of Licensor's Trail. At no time is Licensor's Trail to be blocked from travel by users of Trail.
- (b) Licensee shall notify Licensor the date the Crossing is installed and on completion of installation Licensee shall promptly remove from Licensor's property all tools, equipment, and materials placed by Licensee. Licensee shall restore property to state and condition as when Licensee entered, reasonable wear and tear accepted, and shall leave property in a clean and presentable condition. Within 30 days of the completion of the construction of Crossing, Licensee shall submit to Licensor as-built drawings of Crossing.

4. Emergency Access: Licensee may enter Licensor's Trail if emergency maintenance or repair of Licensee's Crossing is necessary. In such circumstances, the five (5) day notice is waived. However, Licensee shall make reasonable efforts to notify Licensor that work is to be done and shall give Licensor a written report of the nature of the emergency and the time period Licensee was on Licensor's property as soon as possible after the emergency.

ARTICLE II

This Agreement does not create any rights, claims, or causes of action between the parties to this Agreement in favor of any non-parties to the Agreement.

Licensee undertakes and agrees:

1. To assume the risk of, protect to the extent permitted by law, indemnify and hold harmless Licensor, its officers, agents, and employees from and against all liability for or on account of claims, demands or suits involving injury or death of any and all persons or damage to property or livestock, resulting from or incident to the construction, maintenance, reconstruction, and use of Crossing caused by Licensee, its agents, users, guests and invitees. Licensor shall not be liable for any damage to said Crossing or the contents thereof, unless caused by the negligence of Licensor. Licensee agrees to immediately investigate any claims, demands or suits and shall defend, settle, and/or otherwise dispose at its sole cost and expense. In the event Licensee settles any claims, demands, or suits, it shall obtain a release, which includes all claims against Licensor. Licensee shall not have or make against Licensor any claim or demand for or on account of any damage Licensee may suffer or sustain because of any failure of Licensor's title to the ROW and lands occupied by Crossing or any part thereof, and waives all right to question the validity of this License or any of the terms of provisions hereof, or the right or power of Licensor to execute and enforce the same.

2. To perform the Crossing construction work at its sole cost and expense. Said work shall conform with all laws, local ordinances and public safety standards, and shall be performed in accordance with plans and specifications prepared by Licensee's representatives and provided to Licensor. Any future changes must be approved in writing by Licensor prior to their implementation. Approval by Licensor of plans is not a representation that plans comply with applicable laws or structural standards. Any and all excavations shall be backfilled by Licensee in a manner satisfactory to Licensor and in such a manner and at such times as shall not endanger or interfere with the safe operation of the Trail. The regulations of Licensor and the instructions of its representatives shall be complied with relating to the proper manner of protecting the Trail and property at said location as well as the persons and authorized vehicles occupying, moving on, or using the Trail. The Crossing being installed in the Trail ROW is a public work pursuant to Missouri law, and projects meeting the dollar thresholds described in statute must comply as follows:

(a) Licensee and/or its contractor(s) and subcontractors are performing work on state property on behalf of or for the use of a city, and deals with construction. Therefore, Licensee and its contractors and subcontracts shall comply with Missouri's Prevailing Wage Law, Sections 290.210 to 290.340, RSMo.

(b) Licensee shall collect bond to guarantee payment of all persons and entities performing work on or furnishing materials for Improvements in accordance with Section 107.170, RSMo, and provide a copy to Licensor.

(c) The prompt payment requirements imposed by Section 8.960, RSMo shall apply to payment of all invoices for design and construction services rendered in connection with the Crossing. Licensee shall make payments to all parties performing work on Crossing promptly, in accordance with such statute.

(d) Licensee shall comply with all federal, state and local environmental, health and/or safety laws and regulations in existence or as amended or adopted in the

future. Except for Hazardous Materials expressly approved by Licensor in advance in writing, Licensee shall not use or dispose of any Hazardous Materials on the License Premises. Any approved Hazardous Materials on the License Premises shall be stored and disposed of in accordance with all applicable environmental laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future, listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects.

(e) In addition, in the event of any release of Hazardous Materials on, or contamination of, the License Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property. Licensee shall return the affected property to the prior condition before contamination, to the satisfaction of Licensor and any governmental authorities having jurisdiction. In all cases, Licensee shall promptly notify Licensor of any release or contamination of Hazardous Materials on the License Premises. Licensee's obligations regarding hazardous materials shall survive the termination of this License Agreement.

(f) The Crossing shall comply with the requirements and provisions of the Americans with Disabilities Act, and with the codes set forth in state regulation 1 CSR 30-3.030(4)(D), to the extent such codes are applicable.

(g) All construction contracts awarded by Licensee for the Crossing shall be awarded through competitive bidding procedures to the lowest, responsive, responsible bidder in accordance with Section 8.250, RSMo. Licensee shall comply with all other applicable provisions of Chapter 8, RSMo and Chapter 34, RSMo.

(h) Licensee is solely responsible for obtaining all required approvals and permits for work in the Crossing.

(i) Licensee shall make all reasonable efforts to construct the trail and complete all related activities as soon as practicable to the trail may be opened to the public as soon as possible.

(j) Licensee shall not install or provide utility services on or to the Licensed Premises without prior written approval of Licensor.

(k) All work will be completed to the satisfaction of DSP.

4. To make appropriate arrangements with any person or legal entity occupying or using the premises affected hereby pursuant to a lease or other permission granted by Licensor, so that Licensee's said Crossing will not unreasonably interfere with the use of the subject property, or create undue hardship on any person or legal entity occupying or using the premises or otherwise be in conflict with any of the provisions of Licensor's agreements under the National Trails System Act or the Certificate of Interim Trail Use.

Licensor agrees:

5. Exhibits A and B, in addition to Plan documents 1 – 8, identify the proposed placement of the Crossing and anticipated scope of work, incorporated by reference as though fully restated herein, and remain subject to appropriate planning and operations considerations. Exhibits C & D contain procedures for inspection.

6. To provide access to the Property to St. Charles's designees and any contractors, subcontractors and suppliers involved in the Crossing planning, and construction.

7. To work with the parties to identify and clarify the needs and objectives to be met in the Crossing.

ARTICLE III

1. Repairs and Relocations:

- (a) In its use of the Crossing, Licensee shall at all times maintain the Crossing in a safe and secure manner, in a condition satisfactory to Licensor, and in a manner that will protect and will not interfere with the Trail or its users. Licensor may request Licensee to make reasonable repairs of damage to Crossing caused by Licensee, its users, guests or invitees, as in the judgment of Licensor shall be necessary to avoid interference with or danger in the use or operation of Licensor's Trail and property; its present or future appurtenances; or facilities or operations of other persons occupying or using the Trail with Licensor's permission. Licensee shall not be responsible for repair of damage to the Crossing, which is not caused by Licensee, its users, guests or invitees. Licensor shall provide written notice to Licensee designating non-compliance and, upon receipt of written notice, Licensee shall make any repairs as soon as reasonably practical, but in no event later than thirty (30) days from receipt of notice for repairs that do not pose a public safety hazard, and within ten (10) days from receipt of notice in the event a condition exists that may threaten public safety.
- (b) Licensee agrees to do a full inspection of their storm sewer outfalls every five years in accordance with Exhibit C. However, the stormwater crews agree to inspect the outfall after every major rain storm in accordance with Exhibit D. The trail at the Crossing will be inspected at the same time. "Major rain storm" is when 2 inches of rain falls within a 24 hour period. Licensee will confirm its condition is satisfactory to Licensor, and if the Trail is damaged because of the Crossing, the Licensee make any repairs required by Licensor.
- (c) If Licensee shall fail to perform any of its obligations contained herein, including failure to make necessary repairs as outlined in Paragraph 1 (a) and Paragraph 2 (b) of Article III, Licensor may cause condition to make safe or made to comply as required, or cause repairs to be made. Licensor, acting as the agent of Licensee, may perform work as is necessary in the judgment of Licensor. Licensee shall, on demand,

promptly reimburse Licensor the whole cost, plus ten percent (10%) as a charge for supervision, accounting, use of tools and equipment; or Licensor may terminate this License by giving to Licensee not less than ten (10) days advance written notice of its intention to do so.

2. Termination: Notwithstanding Paragraph 1 (b), Licensor may terminate this Agreement if Licensee fails to comply with Licensee's covenants and obligations. Licensor may also terminate this Agreement if Trail is required for railroad purposes pursuant to the National Trail Systems Act. No reimbursement shall be made for Licensee's expenses incurred in the removal of the Crossing or the consideration paid for this Agreement. No termination or expiration shall affect the rights and liabilities, if any, of the existing parties.

3. Restoration: Upon the termination of this Agreement, Licensee shall remove its Crossing and restore Trail ROW to its condition prior to the construction of Licensee's Crossing, and in a manner satisfactory to Licensor. If Licensee fails to remove its Crossing within ninety (90) days following termination of this Agreement, Licensor may remove and charge the expense there from to Licensee on the basis provided in Paragraph 1 (b) of Article III.

4. Assignability: This Agreement, and all the provisions contained, shall be binding upon the parties, and is personal to Licensee. Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee may not assign this Agreement or any interest including but not limited to concessionaires, without prior written consent of, and payment of any fees to, Licensor, and Licensor shall not unreasonably withhold consent. Any such attempted assignment or transfer without written consent is void and shall terminate this License. Licensor retains the right to cancel and terminate this Agreement if Licensee or its assignee uses this Crossing for any purpose other than as described in this License.

5. Miscellaneous: (a) The personal pronouns used as referring to Licensee shall be understood to refer to Licensee whether Licensee is a natural person, a partnership, a corporation, a political subdivision, or any combination.

(b) Any notice required to be given by Licensor to Licensee, or Licensee to Licensor shall be properly given when served upon or hand delivered to, or upon receipt if mailed, postage paid, certified mail, return receipt requested, addressed as follows:

If to Licensor:

Missouri Department of Natural Resources
Division of State Parks
Attn: Real Estate Manager
Jefferson City, MO 65102
Office: (573) 526-4786
FAX: (573) 526-4395

If to Licensee:

City of St. Charles
Department of Engineering
Attn: Director of Engineering
200 North Second Street
St. Charles, MO 63301
Office: (636) 949-3237

With a copy to:

Katy Trail State Park Coordinator
Rock Bridge Memorial State Park

5901 State Highway 163
Columbia, MO 65203
Office: (573) 449-7402
FAX: (573) 442-2249

Notices of either party to the other shall be deemed delivered on the date actually received.

- (c) This Agreement may only be modified by agreement in writing signed by both parties.
- (d) This Agreement does not become binding upon Licensor until executed by Licensor's Director, or the Director of the Department's Division of State Parks.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written below.

LICENSOR
STATE OF MISSOURI
DEPARTMENT OF NATURAL
RESOURCES

LICENSEE
CITY OF ST. CHARLES

LAURA HENDRICKSON, DIRECTOR
DIVISION OF STATE PARKS

DANIEL J. BORGMAYER, MAYOR
CITY OF ST. CHARLES

DATE

DATE

ATTEST

CITY CLERK



Exhibit A



Exhibit B

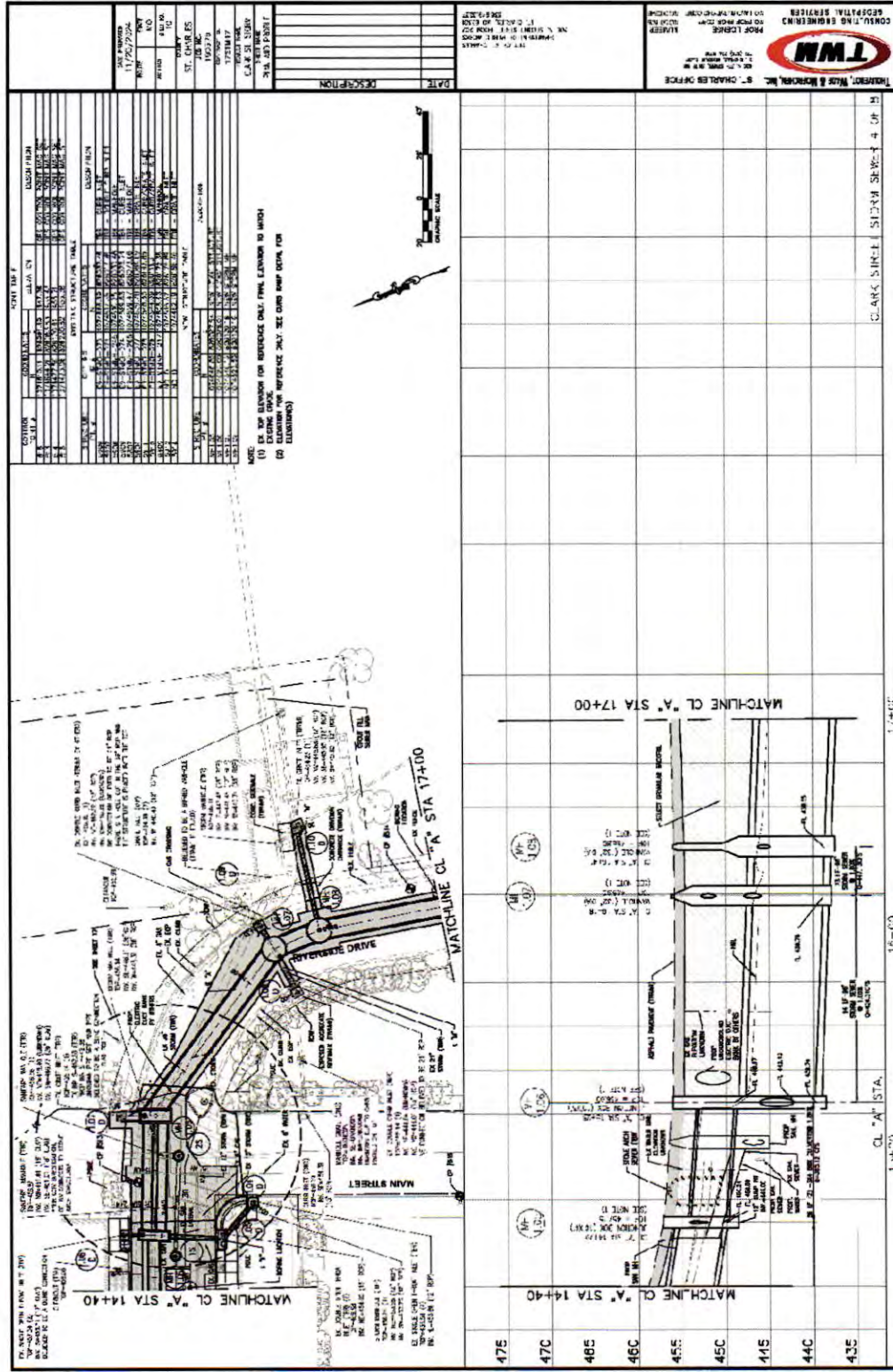


Exhibit C

Technical Details for Full Inspection

Scope:

This inspection covers a detailed visual assessment of the pipe crossing for signs of settlement and erosion, an evaluation of erosion around the outfall structure, a functional check of the flap gate, and the removal of debris from the outfall structure. Any deficiencies identified during the inspection will be addressed by the City.

Inspection Procedure:

1. Pipe Crossing Assessment:

- Inspect for visible signs of settlement, including misalignment, sagging, or structural shifts.
- Check for erosion around the crossing, focusing on areas where water flow interacts with the structure.
- Document any cracks, joint separations, or exposed pipe sections.

2. Outfall Structure Review:

- Examine the surrounding soil and vegetation for signs of erosion.
- Assess stability of protective features such as riprap, concrete structure, and fencing.
- Identify areas of sediment buildup or altered water flow patterns.

3. Flap Gate Operation Check:

- Confirm the flap gate opens and closes properly under expected flow conditions.
- Check for blockages, corrosion, or mechanical wear that may affect functionality.
- Verify the gate provides an adequate seal to prevent backflow.

4. Debris Removal:

- Inspect the outfall structure for accumulated debris, including sediment, organic matter, or foreign objects.
- Clear obstructions that may impact water flow efficiency or structural integrity.
- Ensure proper disposal of removed materials in accordance with local environmental regulations.

Reporting & Repairs:

- Any deficiencies identified will be reviewed for necessary repairs.
- The City will perform corrective actions, including stabilization efforts, structural repairs, flap gate maintenance, or debris management as required.

Exhibit D

Technical Details for Inspection After Every Major Rainstorm

Scope:

This inspection covers a visual assessment of the pipe crossing for signs of settlement and erosion, as well as a review of erosion around the outfall structure. Any deficiencies identified during the inspection will be addressed by the City.

Inspection Procedure:

1. Pipe Crossing Assessment:

- Inspect for visible signs of settlement, including sagging or misalignment.
- Check for erosion around the crossing, particularly at points where water flow interacts with the structure.
- Note any cracks, joint separations, or exposed pipe sections.

2. Outfall Structure Review:

- Examine the surrounding soil and vegetation for signs of erosion.
- Assess stability of the structure and any protective features (e.g., riprap, concrete walls, and fencing).
- Identify areas of sediment buildup that may indicate altered flow patterns.

Reporting & Repairs:

- Any deficiencies identified will be reviewed for necessary repairs.
- The City will take corrective actions, including stabilization measures, structural repairs, or erosion control efforts as needed.

RCA FORM (OFFICE USE ONLY)

Bill # 14005

MEETING/DATE: 8/5/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): Vince Ratchford

Description:

To declare the real property of approximately 3.53 acres of land known as Lot B and Lot C in Riverpointe Block 100 #2, also known as being within Phase 1 of the Riverpointe development, as surplus property, and authorizing the sale to Anissa Patel and Anand Patel for the sale price of \$4,100,000.00, with estimated closing costs of \$5,000.00.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This ordinance will authorize the Mayor to execute a Purchase and Sale Agreement with Anissa Patel and Anand Patel, pursuant to which the City-owned properties known as Lot B and Lot C in Phase 1 of the Riverpointe development will be sold for a total price of \$4,100,000.00. Per the agreement, the City shall share equally in the closing costs, with the estimated City share to be \$5,000.00. Per the agreement, the buyers shall construct and operate a hotel on the property within the time frames set forth therein. This ordinance also declares the parcels as surplus property and notes that Code section 145.330(A)(8) is applicable.

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

Fiscal Impact: \$ 5,000.00 N/A

Account #: TBD

Project #: _____

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

Bill No. 14005

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE DECLARING REAL PROPERTY OF APPROXIMATELY 3.53 ACRES OF LAND KNOWN AS LOT B AND LOT C IN RIVERPOINTE BLOCK 100 #2, ALSO KNOWN AS BEING WITHIN PHASE 1 OF THE RIVERPOINTE DEVELOPMENT, AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL BY SALE TO ANISSA PATEL AND ANAND PATEL, FOR THE SALE PRICE OF \$4,100,000.00, WITH ESTIMATED CLOSING COSTS OF \$5,000.00; AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

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

- SECTION 1. In accordance with Code Section 145.330(A)(8), the City Council's chosen method for the sale of excess or surplus real property shall be accomplished by the City providing public written notice to the City Council a minimum of seven calendar days prior to the final approval of the sale by the City Council. The notice may be provided to the City Council and be made a part of the first reading of the Bill approving the sale. The notice shall include the street address of the excess or surplus real property along with the name and address of the proposed purchaser. If the purchaser is an entity, all persons owning 5% or more of the beneficial interest in the entity shall be disclosed. All other provisions and requirements of Section 145.330 are deemed waived.
- SECTION 2. The Real Property consisting of approximately 3.53 acres of land known as Lot B and Lot C in Riverpointe Block 100 #2, with Parcel Identification numbers of 6-014D-D187-00-000B.0000000 and 6-014D-D187-00-000C.0000000, respectfully, and also known as being within Phase 1 of the Riverpointe development, is declared surplus property and disposal by sale to Anissa Patel and Anand Patel for the sale price of \$4,100,000.00, with the City's estimated closing costs of \$5,000.00, is authorized.
- SECTION 3. The Mayor is authorized to execute the Purchase and Sale Agreement substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is granted continuing authority to perform all acts and execute such additional documents as necessary to carry out the intent of this ordinance including all closing documents.
- SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14005

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 7/31/2025

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.

Jennifer O'Connor 7-31-25

Jennifer O'Connor, Director of Finance Date

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered as of the last date signed below by and between CITY OF ST. CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri ("Seller"), and ANISSA PATEL and ANAND PATEL, as husband and wife, (collectively "Purchaser"). The words "party," "parties," "Party" or "Parties" refers to Seller or Purchaser, or both.

1. **Property.** Subject to the terms and conditions of this Agreement, in consideration of the Earnest Deposit (as defined in Section 3.1) the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound upon the execution by the Parties, Seller agrees to sell and convey and Purchaser agrees to purchase the following (collectively, "the Property"):

1.1. The real property of approximately 3.53 acres of land commonly known as Lots B and C in Riverpointe Block 100 #2, also known as being within Phase 1 of the Riverpointe development located in the City of St. Charles within the County of St. Charles, Missouri, with parcel identification numbers of 6-014D-D187-00-000B.0000000 and 6-014D-D187-00-000C.0000000, respectively. Purchaser shall ensure that there is a legal description of the Property that is sufficient to record all required documentation and receive title insurance policies on or before the Closing Date (the "Legal Description"). Purchaser shall deliver the proposed Legal Description to Seller no later than ten (10) business days prior to the Closing Date. Seller and Purchaser shall cooperate in good faith to review, revise (if necessary), and mutually approve the Legal Description on or before the Closing Date.;

1.2. All buildings, structures and improvements on such real property, if any, and Seller's interest in and to any fixtures and equipment affixed or attached thereto;

1.3. All rights and appurtenances pertaining to such real property, including without limitation, any appurtenant easements; and

1.4. Any and all water, oil, gas, and other minerals lying within or that are appurtenant to the property and any rights with respect thereto.

2. **Purchase Price.** Subject to the terms and conditions hereof, on the Closing Date (as hereinafter defined), the Seller shall sell to Purchaser and Purchaser shall purchase from Seller, the Property for the purchase price in the amount of FOUR MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,100,000.00) (the "Purchase Price"). Purchaser shall pay the Purchase Price, subject to Section 3 herein and, at Closing (as hereinafter defined), subject to the prorations and adjustments described in Section 4 herein.

3. **Payment of Purchase Price.** Purchase Price shall be payable as follows:

3.1. An initial earnest money deposit of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) by cash, cashier's check, or wire transfer, to be deposited into escrow with Old Republic Title Company, located at 7421 Mexico Road, Suite 201, St. Peters, MO 63376 (the "Title Company") within five (5) business days after the execution of this Agreement by the parties, and to be held for the mutual benefit of the parties ("Earnest Deposit") subject to this Agreement. If this Agreement is terminated as provided herein, the Earnest Deposit shall be promptly returned to Purchaser by the Title Company. If the Earnest Deposit is forfeited by Purchaser as provided in this Agreement, then such Earnest Money shall be paid to Seller as liquidated damages with no further action required from either Party, including but not limited to any authorization or prior approval from Purchaser for the Title Company to release the Earnest Deposit to Seller.

3.2. The balance of the Purchase Price, by wire transfer to the Title Company, in escrow, on the Closing Date and then by wire transfer from the Title Company to Seller, subject to the adjustments provided in this Agreement at Closing.

4. **Adjustments to Purchase Price; Taxes and Utilities.** All real estate taxes and special assessments, if any, levied or assessed on or against the Property shall be prorated between the Parties as of the Closing Date. At the Closing, the Purchaser shall receive a credit against the Purchase Price equal to all accrued and unpaid taxes and assessments as of the Closing Date (including, without limitation, any taxes and assessments attributable to any period prior to the Closing but not payable until after the Closing). The credit for accrued taxes and assessments for which bills have not been issued as of the Closing Date shall be based on the then most recent taxes and assessments. Seller shall bear responsibility for and shall pay all utility costs incurred with respect to the Property for periods prior to the Closing Date. For purposes of calculating the

prorations provided for in this Agreement, Purchaser shall be deemed the owner of the Property on the Closing Date. Any such proration that cannot be determined as of the Closing Date is to be estimated as of the Closing Date, with such estimates to be included in the Purchase Price. Final determinations are to be made as soon thereafter as is possible.

5. **Property Sold "As Is."** Excepting for the performance of environmental site assessments, the satisfactory acceptance of which shall be in Purchaser's sole discretion, and those warranties and representations in Section 10, the Property is otherwise being conveyed to Purchaser without any warranties or any kind except as set forth in this Agreement.

6. **Closing.** The closing of the purchase and sale of the Property contemplated herein (the "Closing") is to occur at the offices of the Title Company within thirty (30) calendar days after the expiration, or earlier waiver, of the Approval Period (as defined in Section 13) as may be extended in writing upon the mutual consent of the parties, or upon a date to be mutually agreed upon by the Parties in writing (the "Closing Date"). At the Closing, Seller is to deliver to Purchaser a special warranty deed duly executed and acknowledged by Seller transferring and conveying to Purchaser good and marketable title to the Property free and clear of all liens and encumbrances (the "Deed"), and Purchaser is to deliver to Seller the Purchase Price in accordance with Section 3 herein.

7. **Expenses.** Unless otherwise provided for herein, Purchaser and Seller shall share equally the miscellaneous closing costs, including recording fees. Each Party shall pay its own legal fees and expenses.

8. **Title.** In addition to the conditions precedent to Closing set forth elsewhere in this Agreement, the obligations of Purchaser under this Agreement are contingent upon Purchaser's receipt, at Purchaser's expense, of a title commitment and/or a survey (and copies of all instruments reflected as exceptions thereon) in a form and substance satisfactory to Purchaser (collectively, the "Title Commitment") covering all of the Property. Purchaser will endeavor to obtain the Title Commitment within thirty (30) days following the Effective Date as defined in Section 17.10 of this Agreement. Promptly after receiving the Title Commitment showing all exceptions, Purchaser shall provide Seller with written objections, if any, to title within fifteen

(15) days of receipt of the Title Commitment. Seller shall have fifteen (15) days thereafter in which to notify Purchaser regarding whether it will attempt to cure such objections and, if so, thirty (30) days from such notice in which to cure all such objections. Any title encumbrances or exceptions set forth in the Title Commitment that Purchaser does not object to will be deemed permitted exceptions to Seller's title (the "Permitted Exceptions"). If any of Purchaser's objections are not cured by removal, disposal, endorsement over, or otherwise, or if Seller is unable or unwilling to cure such objections following its election to attempt to cure same, within ten (10) days following either such notice or failure to cure, Purchaser may elect, by written notice to Seller, either to (a) waive the objections not cured at which point such objections shall become Permitted Exceptions, or (b) terminate this Agreement such that the Parties shall have no further obligations hereunder.

9. Conditions Precedent to Closing.

9.1. Seller's Conditions. All of the obligations of Seller hereunder are subject to the satisfaction of every one of the conditions precedent set forth in this Agreement unless, and only to the extent that, Seller waives in writing the following obligations and conditions of Purchaser: (i) the representations and warranties of Purchaser herein are true and correct as of the Closing Date; (ii) the covenants, agreements, and undertakings of Purchaser herein have been complied with in all material respects; and (iii) Purchaser delivers the Purchase Price in accordance with Section 3 at Closing.

9.2. Purchaser's Conditions.

9.2.1. Purchaser's obligations hereunder are subject to Purchaser obtaining municipal incentives to assist in the economic feasibility of Purchaser's intended use for the Property and, prior to the expiration of the Approval Period, as defined herein and as may be extended, Purchaser is satisfied with the municipal incentives available to Purchaser.

9.2.2. All of the obligations of Purchaser hereunder are subject to the satisfaction of every one of the conditions precedent set forth in this Agreement unless, and only to the extent, Purchaser waives in writing the following obligations and conditions of Seller: (i) the representations and warranties of Seller herein are true and correct as of the Closing Date; (ii) the covenants, agreements and undertakings of Seller herein have been complied with in all material respects; and

(iii) Seller has tendered to Purchaser the Deed in accordance with Section 6 at Closing.

10. **Representations and Warranties of Seller.** Seller makes to Purchaser the following representations and warranties:

10.1. Seller has the legal capacity and authority to execute, deliver, and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto; and this Agreement and the other documents required of Seller hereunder are or shall be, as the case may be, binding on and enforceable against the Seller. There are no other approvals from any other party whatsoever needed to authorize Seller to sign this Agreement and to consummate the transactions contemplated hereunder.

10.2. The execution, delivery, and performance by Seller of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Seller or concerning the Property.

10.3. To the best of Seller's knowledge, there are no unrecorded or non-public liens encumbering the Property caused by Seller or unpaid bills owed by Seller in connection with the Property which are unpaid past any applicable due date.

10.4. To the best of Seller's knowledge, there exists no pending action, suit, or proceeding (or threat thereof) against Seller which could in any manner inhibit the transactions contemplated in this Agreement or otherwise have an impact on the Property.

10.5. At all times Seller has held title to the Property, to the best of its ability Seller (1) maintained the Property (including the land, surface water, groundwater and improvements to the land) free from all contamination, including the following (referred to herein as "Hazardous Materials"): (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, together with all applicable state and local laws and regulations; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder, together with all applicable state and local laws and regulations; and (c) any substance regulated under applicable federal state or local laws or regulations including gasoline and asbestos containing materials ("other regulated substances"); and

(2) maintained the Property in full compliance with all other federal, state, and local environmental laws.

10.6. Seller has been represented by counsel in considering, negotiating, and entering into this Agreement and fully understands and comprehends the nature of this Agreement, the transaction contemplated by this Agreement and Seller's duties, responsibilities, and representations hereunder.

11. **Representations of Warranties of Purchaser.** Purchaser makes to Seller the following representations and warranties:

11.1. Purchaser has the legal capacity and authority to execute, deliver, and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto; and this Agreement and the other actions and documents required of Purchaser hereunder are or shall be, as the case may be, binding on and enforceable against Purchaser.

11.2. The execution, delivery, and performance by Purchaser of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Purchaser or of which Purchaser is a party.

11.3. Purchaser's intended use of the Property is the construction and operation of a hotel, and after the Closing Date shall make a good faith effort to make use of the Property in accordance with the following post-closing obligations:

11.3.1. Purchaser agrees to use reasonable and good-faith efforts to secure all necessary permits and approvals in order to construct and operate the Property as a hotel.

11.3.2. The Commencement of Construction shall occur within twelve (12) months of the Closing Date for such use and design that is consistent with the plans used to satisfy Purchaser's Approval Period, as defined herein; and, within twenty-four (24) months of the Commencement of Construction on the Property, Purchaser shall have completed a substantial portion of the work required for Purchaser to open for business on the Property.

11.3.3. "Commencement of Construction" shall mean the date, following Buyer's receipt of all necessary permits and approvals, on which Buyer has commenced physical, on-site construction activities on the Property related to the

development of the hotel project, including, at a minimum, (i) mobilization of construction equipment, (ii) commencement of site grading or excavation work, or (iii) installation of foundations or footings for permanent improvements. For the avoidance of doubt, pre-construction activities such as design work, permitting, obtaining financing, or site clearing (without grading or excavation) shall not constitute Commencement of Construction.

11.3.4. In the event Buyer has not completed construction of the Project within thirty-six (36) months following the Closing Date, Buyer shall thereafter pay to Seller, on a monthly basis, a penalty equal to the estimated amount of sales tax and tourism tax revenue that would have otherwise been generated by the completed Project and collected by the City of St. Charles, Missouri, had the Project been fully operational ("Completion Delay Penalty"). The Completion Delay Penalty shall be paid by Purchaser to Seller until such time that the Project is completed and opens for business to the public on the Property. The amount of such Completion Delay Penalty shall be determined by the City in good faith based on reasonable projections of the Project's anticipated operations, taking into consideration comparable hotel properties and market data. Enforcement and collection of this penalty shall be a right of Seller but not an obligation, and Seller may elect, in its sole discretion, whether and to what extent to enforce the Completion Delay Penalty.

12. **Seller's Repurchase Right.** If Purchaser fails to commence construction as outlined in Section 11.3.2, above, Seller shall have a reversionary right, but not an obligation, to repurchase the Property for the original Purchase Price.

13. **Purchaser's Due Diligence and Inspections – Approval Period.**

13.1 Within ten (10) days following the Effective Date of this Agreement, Seller shall provide all due diligence documents within its possession that are reasonably required by Purchaser for review. Such documents shall include, but are not limited to, the current title insurance policy, all survey plans and plat maps, all environmental reports and studies, all documents to be recorded that impact the Property, and any additional documents that Purchaser may consider pertinent.

13.2. Purchaser shall have one hundred eighty (180) days following the Effective Date of this Agreement (the "Approval Period") for the completion of all due diligence actions and reviews, the completion of environmental and geotechnical testing, including on-site inspections as described herein, the obtaining of all necessary site plan approvals and hotel licenses, and the title investigation.

13.3. In the event Purchaser is unable to obtain the aforementioned site plan approvals or hotel licenses, Purchaser, upon written notice and prior to the expiration of the Approval Period, may extend the Approval Period for sixty (60) days for the sole purpose of obtaining the required municipal approvals or licenses. In the event Purchaser elects to extend the Approval Period as permitted herein, the Earnest Deposit shall become non-refundable to Purchaser but shall remain applicable to the Purchase Price.

13.4. Purchaser, its agents, engineers, surveyors, and other representatives, may access the Property for purposes of inspecting the physical condition thereof, including the performance of environmental site assessments at Purchaser's cost. Purchaser shall coordinate all such access through Seller with not less than two (2) business days' prior written notice. At Seller's option, Seller may elect to have a representative of Seller present when Purchaser or its representatives enter the Property. To the extent permitted by applicable law, Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, damages, actions, or amounts that may be paid by Seller arising from or related to Purchaser's inspections or access to the Property, regardless whether caused by Purchaser or Purchaser's agents, engineers, surveyors, or other representatives. Purchaser's obligations under the preceding sentence shall survive any expiration or termination of this Agreement.

13.5. At any time during the Approval Period, Purchaser may terminate this Agreement at its sole discretion by notifying Seller in writing of its intent to terminate. In such event, neither Purchaser nor Seller shall have any responsibilities to each other with regard to this Agreement, and the Earnest Deposit shall be returned to Purchaser, except Purchaser shall leave the Property in substantially the same condition existing prior to its investigations and/or inspections. If Purchaser fails to notify the Seller in writing of its intent to terminate this Agreement prior to the expiration of the Approval Period, Purchaser shall be obligated to timely close on the Property, pursuant to Section 6 herein. Purchaser's

failure to close will result in the forfeiture of the Earnest Deposit, which shall be immediately payable to Seller.

14. **Commission.** Both Purchaser and Seller hereby acknowledge that Scout Realty Group, LLC ("Seller's Broker") is the Seller's Limited Agent and solely represents the Seller with regard to this transaction and that Seller's Broker is not representing or an agent of the Purchaser. Purchaser agrees to pay a commission to Seller's Broker at closing equal to six percent (6%) of the Purchase Price. Purchaser, Seller, and any real estate licensees involved in this sale/purchase transaction acknowledge that this broker relationship was disclosed to the Purchaser and Seller or their respective agents no later than the first showing of this Property. Purchaser and Seller further acknowledge that they have received the Broker Disclosure Form prescribed by the Missouri Real Estate Commission.

15. **Casualty or Condemnation.** If, prior to the Closing, any portion of the Property is damaged, destroyed, or lost by fire or other casualty, or if condemnation or eminent domain proceedings are proposed, threatened, or commenced against any portion of the Property, Seller will immediately notify Purchaser of such event. Purchaser may elect to terminate his obligations under this Agreement by written notice to Seller within ten (10) days after Purchaser receives such notice from Seller, whereupon neither Party shall have any further obligation hereunder, or elect to close the purchase and sale contemplated herein and receive any and all insurance or condemnation proceeds or awards payable as a result of such casualty or proceeding.

16. **Notices.** Any notices provided for in the Agreement may be given by sending such notice by U.S. mail, and a notice so sent shall be deemed to have been given as of the day of mailing, if addressed as follows:

| | |
|-----------------|---|
| To Seller: | City of St. Charles, Missouri Director of Administration, Larry Dobrosky 200 North Second Street St. Charles, Missouri 63301 |
| With a Copy to: | City Attorney, Holly Magdziarz 200 North Second Street, Rm 401B St. Charles, Missouri 63301 |

To Purchaser:

Anissa and Anand Patel

2128 William St #101
Cape Girardeau MO 63703

17. **Miscellaneous.**

17.1. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties, whether oral or written.

17.2. Amendment and Modification. No amendment, modification, supplement, termination, consent, or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

17.3. Assignments. Seller may not assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of Purchase, or Purchaser's successor(s) and/or Assigns. As to Purchaser, Purchaser may assign this Agreement to an entity of its choosing as long as one of the individually named Purchaser's is a member, owner or shareholder of such entity or company. Purchaser shall notify Seller in writing if such Assignment of this Agreement occurs by Purchaser.

17.4. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against the Parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

17.5. Counterparts. It is agreed that this Agreement may be executed in counterparts, that any Party may sign any counterpart, that the Agreement will be effective when all Parties hereto sign a counterpart, and that a set of counterparts bearing the signatures of each Party hereto will constitute the Agreement as fully as if the Parties executed a single document. The Parties agree that a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier or other electronic transmission,

including portable document file (PDF) is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

17.6. Further Assurances. The Parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

17.7. Legal Fees. All legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the Party incurring such costs and expenses. In the event any Party brings suit to construe or enforce the terms of this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and expenses to the extent permitted by law.

17.8. Governing Law and Venue. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules. Further, the parties agree to submit themselves to the venue of the 11th Judicial Circuit Court of the State of Missouri.

17.9. Approval of City Council. Notwithstanding anything herein to the contrary, this Agreement will not become binding upon the City of St. Charles, Missouri until it has been approved by an affirmative majority vote of the City Council, executed by the Mayor and attested to by the City Clerk.

17.10. Effective Date. The effective date of this Agreement shall be the first business day following the latest date of mutual execution of this Agreement.

SIGNATURE PAGE FOLLOWS

