

***AMENDED - August 18, 2025**

AGENDA

Regular Session of the City Council of the City of Saint Charles, Missouri

Saint Charles Convention Center – One Convention Center Blvd.

Junior Ballroom – Lower Level

Tuesday, August 19, 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

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

*7. PUBLIC HEARING – 5 Minute Limit per Person

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

- *A. Case No. CU-2025-10 (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. **(SUPPLEMENTAL RCA Attached)**

Application WITHDRAWN by the Applicant. No Council Action Required.

8. CONSENT AGENDA
 - A. Approval of Council Minutes and Reports
 1. Regular City Council Meeting of August 5, 2025
 2. Public Hearing of August 5, 2025
 - B. Receipt of Reports from Boards, Commissions and Committees
 1. Main Street Special Business District Advisory Board Meeting of July 3, 2025
 2. Veterans Commission Meeting of June 9, 2025
 - C. Receipt of Director of Administration Reports
 1. Notice of Emergency Purchase-Clearspan Fabric Structures International
 - D. Approval of Contracts and Easements
 1. Amendment No. 1 with Alobars, Incorporated in the Amount of \$75,875.00 for a Total Contract not to Exceed \$101,327.00
 - E. Preliminary Plats
 - F. Miscellaneous
 1. Report of the Court Administrator of Monies Collected and Deposited - July 2025

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

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*)

12. BILLS FOR INTRODUCTION

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: Monday, August 18, 2025 – 5:00 p.m.

SUPPLEMENTAL RCA

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/19/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6 & 8

Sponsor(s): N/A

Description:

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

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application has been WITHDRAWN. No further action is required by City Council.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Lara Berry

From: Chris McKee <mckeec@realcrg.com>
Sent: Monday, August 18, 2025 2:42 PM
To: Zachary Tusinger; Lara Berry
Cc: Holly Magdziarz; Korb Maxwell; Natasha Das; Jack Miya; John Boyer
Subject: Cumulus Conditional Use Permit (CUP) Application

CAUTION: This email originated from outside of the City of Saint Charles. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Zach and Lara:

I am writing to inform you that the Cumulus team has decided to officially withdraw its conditional use permit application from consideration at the August 19th St. Charles City Council meeting. This decision allows us to incorporate recent community feedback and to prepare a revised proposal for future review.

Over the past months, Project Cumulus has conducted comprehensive analyses of the project, its impacts, and its anticipated community benefits. Despite the extensive work, we recognize the need to enhance our outreach process to ensure that information is accessible and clearly communicated to the public.

Project Cumulus remains committed to collaborating closely with the City of St. Charles and its residents. We firmly believe this project has the potential to bring significant benefits to the City and the greater St. Louis region. Our commitment to open dialogue and meaningful collaboration remains unwavering.

In the coming months, the Cumulus team will continue to work closely with City officials and the public to develop a proposal that reflects shared priorities and delivers long-term value to the community.

Please respond with your receipt of our request.

Thank you,

Chris

Christopher P. McKee
President, CRG

CRG // mobile 314.223.6818
email mckeec@realcrg.com // WWW.REALCRG.COM

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/19/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6 & 8

Sponsor(s): N/A

Description:

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

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for a Conditional Use Permit for the production/use/handling/storage of any hazardous substance, including liquid petroleum products and electrical power generators/substations accessory to a data warehouse use. The subject property is generally located on the north and south sides of Highway 370 and between Huster Road and Harry S Truman Boulevard. The above-mentioned land uses are required to be approved via a conditional use within the Wellhead Protection District. Associated with this application, the Commission approved a Site Plan (SP-2025-05) for the development of the data center campus, subject to the approval of the Conditional Use.

The Planning and Zoning Commission held a public hearing on this item at their July 14, 2025 meeting where the applicant spoke and there were 9 speakers from the public on this application. After in-depth discussions regarding the Commission's concerns with the applications, the application was forwarded with a negative recommendation (4 in favor, 5 opposed) with 12 conditions as outlined in the attached Executive Summary (on page 3). The attached Summary also includes the concerns of the public speakers.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



Executive Summary

Conditional Use Case #CU-2025-10
Prepared By: Planning Staff

As mentioned in the Request for Council Action, during the July 14, 2025 meeting of the Planning and Zoning Commission, there was in-depth discussions on the concerns of the Commission and the public. This summary provides a more detailed summary of the applicant's request and bullet-points the main items of discussion, and offers additional context to support the City Council's review.

PROJECT SUMMARY

CRG Cumulus, LLC has submitted a request for a Conditional Use Permit for approximately 440 acres located north and south of Highway 370, between Huster Road and Harry S Truman Boulevard. The request is associated with a planned multi-building data center campus. While a data center is permitted by right under the I-1 zoning designation, the accessory infrastructure components proposed, including chemical treatment buildings, diesel generators with fuel storage, and step-down electrical substations, require Conditional Use approval due to the site's partial location within the Wellhead Protection District (WHP) Overlay.

The Planning and Zoning Commission reviewed the corresponding Site Plan (SP-2025-05) and conditionally approved it by a vote of 5 in favor and 4 opposed. However, that approval is contingent upon City Council approval of the Conditional Use Permit.

SCOPE OF REVIEW

City Council's review is limited to the consideration of Conditional Use Permit application (CU-2025-10). Council's here authority applies only to the regulated accessory uses located within the Wellhead Protection (WHP) Overlay District, specifically:

- The use and storage of hazardous substances
- The storage of liquid petroleum products (diesel fuel)
- The installation and operation of electrical generators and step-down substations

PUBLIC COMMENT

This application was originally scheduled for consideration at the June 9, 2025, Planning & Zoning Commission meeting; however, prior to finalizing the meeting agenda, the application was requested to be tabled until the July meeting. Although, staff did not provide a presentation at the June meeting, the Public Hearing was opened to allow three (3) individuals to speak. The Commission held the hearing open until the July 14, 2025 meeting, where nine (9) additional individuals provided additional public comment. The following is a summary of the public's primary concerns and includes corresponding staff responses:

- **Stormwater and flooding**
Addressed in Site Plan review (Staff Report, page 11); not applicable to CUP.
- **Construction and operational noise**
Addressed in Site Plan review (Staff Report, pages 10-11); not applicable to CUP.
- **Potential risk to the City's wellfield**
Directly addressed by the CUP; must meet four WHP requirements (Staff Report, page 16)
- **Potential strain on utilities**
Addressed in Site Plan review (Staff Report, pages 5-7); not applicable to CUP.

- **Climate-related environmental effects**
While the City's Zoning Ordinance does not specifically address climate elements as part of Conditional Use review, staff has evaluated the proposal through applicable environmental and infrastructure standards. Backup generators and associated diesel fuel storage are subject to design and monitoring requirements, including secondary containment, leak detection, and stormwater isolation systems. Air quality permits, such as those required under Missouri DNR's Title V program, must be obtained if triggered by generator size or operational thresholds, and are included as a condition of approval.
- **Grading and fill impacts to adjacent properties**
Addressed in Site Plan review (Staff Report, page 11); not applicable to CUP.
- **Absence of a named end-user**
The applicant is pursuing entitlements prior to a property transfer or lease. While the operator is unknown, final permit issuance is contingent on compliance with all conditions, regardless of end-user. Page 2 of the Staff Report provides further discussion on this topic.
- **Potential for human or system error**
CUP conditions include monitoring systems and City audit rights (Staff Report pages 13–15 and Condition #11).
- **Communication with the Elm Point Levee District**
Addressed in Site Plan review (Staff Report, page 11); not applicable to CUP.

Also attached with this Executive Summary are two (2) emails received by staff, after the July 14th meeting.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission forwarded a **negative** recommendation (4 in favor, 5 opposed) to the City Council regarding CU-2025-10.

The Site Plan (SP-2025-05) was **approved with conditions**; however, that approval is null and void unless City Council approves the Conditional Use Permit.

STAFF RECOMMENDATION

Although the Planning and Zoning Commission did not support staff's recommendation for approval, the application is forwarded to City Council with a list of twelve (12) recommended conditions (attached), developed collaboratively by Community Development (Planning and Building Divisions), Administration, Legal, Engineering, Public Works, and the City's environmental consultant (212 Environmental).

Staff concludes these conditions provide sufficient safeguards to ensure compliance with City Code and WHP Overlay standards.

CITY COUNCIL ACTION

Conditional Use Permit application CU-2025-10 was initially scheduled for consideration by the City Council at their August 5, 2025 meeting. However, at the request of the applicant, the item was tabled to allow time for additional public outreach regarding the proposed project. The applicant indicated their intent to host an open house on August 14, 2025, to provide further information and answer questions from the public. Although, the application was tabled at that meeting, the Public Hearing was opened to allow the public to speak and there were nine (9) speakers. City Council held the hearing open until the August 19, 2025 meeting.

The City Council is now asked to consider Conditional Use Permit CU-2025-10 on the proposed regulated accessory uses within the Wellhead Protection Overlay District.

In accordance with City Code, a two-thirds (2/3) majority vote of the entire City Council is required to approve a Conditional Use Permit that was forwarded with a negative recommendation by the Planning and Zoning Commission.

CU-2025-10: RECOMMENDED CONDITIONS

- 1) This conditional use permit for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a data warehouse facility use is only for the subject property (approximately 440 acres) as described and shown on the associated Site Plan (SP-2025-05) and is not transferable to another location.
- 2) Should the planned use materially change or expand from the attached submittal documents (including additional regulated materials/liquids not reviewed associated with this submittal and the Wellhead Protection District), additional approvals may be required by the City.
- 3) Before the issuance of any building permit for the construction of this facility, the applicant shall provide details (engineered drawings) for generators, above-ground storage tanks, and devices for secondary containment in case of inadvertent discharge from primary containers. The applicant shall provide documentation of the installation and maintenance of secondary containment prior to the issuance of the building permit.
- 4) Before the issuance of any building permit for the construction of this facility, the applicant shall provide details of the chemical storage buildings(s) and the maintenance plan(s) of such storage facilities to ensure the integrity and proper functionality of impervious floor surfaces.
- 5) Before the issuance of any building permit for the construction of this facility, the applicant shall provide an emergency contingency plan for the facility to respond to unauthorized discharges, to include a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
- 6) Before the issuance of a building permit for the construction of the facility, the applicant shall provide a Certificate of Insurance (and maintain such insurance) which would pay for the cost of cleanup incurred as the result of inadvertent discharge also naming the City as additionally insured.
- 7) Upon submittal of each building permit necessary for the construction of this facility, the applicant shall provide site drawings (and detail sheets) showing the location of all critical infrastructure, including chemical storage areas, generators, above-ground diesel storage tanks, substations, and building-specific transformers.
- 8) Before the issuance of each building permit necessary for the construction of this facility, the applicant shall provide specifications for any leak detection systems and equipment, including drawings and manuals.
- 9) Upon submittal of Improvement Plans for the construction of this facility, the applicant shall provide a Stormwater Pollution Prevention Plan (SWPPP) in accordance with City permitting requirements
- 10) The facility shall comply with any requirements of the Missouri Department of Natural Resources (MoDNR) which may include Title V air permits. If required, the applicant shall submit said permits upon the timing dictated by the MoDNR process.
- 11) The City and/or its environmental auditing designee shall be authorized to conduct an inspection of the facility for compliance with Section 400.320 (WHP), upon 24-hour advance notice to the site manager.
- 12) Non-compliance with any building code, property maintenance codes, fire codes, zoning codes, any other local, state, or federal regulations or laws, or conditions of this approval is grounds for revocation of the conditional use approval.



COMMUNITY DEVELOPMENT DEPARTMENT

www.stcharlescitymo.gov

July 29, 2025


To Whom It May Concern:

Per Section 400.320.C.2, which regulates land use approvals in the WHP: Wellhead Protection District, "[i]n order to receive approval from the City Council, each facility which handles or uses regulated substances must fulfill the following requirements:

- a. Provide for the installation and maintenance of devices for secondary containment in case of inadvertent discharge from primary containers. Ensure the proper storage of regulated substances to ensure the integrity and proper functionality of impervious floor surface.
- b. Submission of an emergency contingency plan for each facility to respond to unauthorized discharges.
- c. Carrying of insurance which would pay for the cost of cleanup incurred as the result of inadvertent discharge.
- d. The three (3) previous requirements must be approved in writing by both the Fire Chief and the Community Development Director or their designees."

As conditioned by draft conditions 3, 4, 5, 6, 7, and 8, CU-2025-10 (CRG Cumulus, LLC) meets and fulfills the three requirements of 400.320.C.2(a) through (c) and is therefore approved as required in Section 400.32.C.2(d).

Sincerely,


Zach Tusinger
Community Development
Director


Ray Juengst
Public Safety
Director


Joe Gagnani
Fire Department
Deputy Chief

Attachments

RECOMMENDED CONDITIONS

CU-2025-10

1. This conditional use permit for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a data warehouse facility use is only for the subject property (approximately 440 acres) as described and shown on the associated Site Plan (SP-2025-05) and is not transferable to another location.
2. Should the planned use materially change or expand from the attached submittal documents (including additional regulated materials/liquids not reviewed associated with this submittal and the Wellhead Protection District), additional approvals may be required by the City.
3. Before the issuance of any building permit for the construction of this facility, the applicant shall provide details (engineered drawings) of the installation and maintenance, including for generators, above-ground storage tanks, and devices for secondary containment in case of inadvertent discharge from primary containers.
4. Before the issuance of any building permit for the construction of this facility, the applicant shall provide documentation of proper storage and maintain proper storage of regulated substances to ensure the integrity and proper functionality of impervious floor surfaces.
5. Before the issuance of any building permit for the construction of this facility, the applicant shall provide an emergency contingency plan for the facility to respond to unauthorized discharges, to include a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
6. Before the issuance of any building permit for the construction of this facility, the business shall provide a Certificate of Insurance (and maintain insurance) which would pay for the cost of cleanup incurred as the result of inadvertent discharge also naming the City as additionally insured.
7. Upon submittal of each building permit necessary for the construction of this facility, the applicant shall provide site drawings (and detail sheets) showing the location of all critical infrastructure, including chemical storage areas, generators, above-ground diesel storage tanks, substations, and building-specific transformers.
8. Upon submittal of each building permit necessary for the construction of this facility, the applicant shall provide specifications for leak detection systems and equipment, including drawings and manuals.
9. Upon submittal of Improvement Plans for the construction of this facility, the applicant shall provide a Stormwater Pollution Prevention Plan (SWPPP).
10. Upon submittal of each building permit necessary for the construction of this facility, the applicant shall provide a Missouri Department of Natural Resources Title V Air Permit Application and Permit (with included conditions).
11. The City and/or its environmental auditing designee shall be authorized to conduct an inspection of relevant portions of the facility for compliance with Section 400.320 (WHP), upon 24-hour advance notice to the owner.

12. Non-compliance with any building code, property maintenance codes, fire codes, zoning codes, any other local, state, or federal regulations or laws, or conditions of this approval is grounds for revocation of the conditional use approval.

SP-2025-05

1. Except as noted for construction-related traffic in the submitted traffic report, the secondary access point at the Zumbahl Road/Elm Point Road intersection shall be limited to emergency vehicle use only. If a gate is installed at this location, a Knox Box or equivalent emergency access system shall be required to ensure access by authorized emergency services.
2. Before the issuance of any building permit for the construction of this facility, the applicant shall provide cut sheets for all site lighting fixtures and a photometric plan (iso-foot-candle diagram) that documents compliance with City Standards located in Sections 400.570 and 400.700(F).
3. Prior to the issuance of a Grading Permit or Improvement Plans, the applicant shall submit documentation demonstrating coordination with the applicable Levee District. If required, all applicable approvals or permits from the Levee District shall be obtained and provided to the City.
4. A fully executed Boundary Adjustment Plat will be required to consolidate the lots, prior to issuing a building permit. If the applicant's intent is to have more than 1 lot within this development, a record plat will also be needed.
5. Parcel #6-0002-S023-00-0007.10, a 1.26 acre lot owned by Darris G. & Robin L. Curry, shall be annexed, establish zoning and consolidated with this development, prior to issuing a building permit.
6. The applicant shall comply with all findings and recommendations associated with the Traffic Impact Study, as reviewed by the Engineering Department, including but not limited to, the installation of designated turn lanes and traffic signals.
7. A Noise Study (to include the generators and any other mechanical equipment) shall be conducted by the applicant and provided to the City prior to the issuance of a building permit. Upon installation of all equipment on the site, the application shall submit documentation to verify compliance with the Noise Study, Chapter 230 (Noise Control), and Section 400.230(E)(3) (Industrial Performance Standards for Noise) of the City of St. Charles Municipal Code.
8. The testing of generators shall not occur before 7:00 am or after 10:00 pm.
9. This Site Plan approval shall be null and void if the Conditional Use Permit (CU-2024-23) is not approved by the City Council.



AGENDA ITEMS #9 & #10

**STAFF REPORT
CONDITIONAL USE CASE NO. CU-2025-10 &
SITE PLAN CASE NO. SP-2025-05**

**JULY 14, 2025
BY LARA BERRY**

<i>APPLICANT:</i>	CRG Cumulus, LLC 8640 Evans Avenue St. Louis, Missouri 63134
<i>OWNERS:</i>	RLG Industries LLC 16 Windcastle Drive St. Charles, Missouri 63304 Ostmann Family Partnership LP 8025 Maryland Avenue, Unit 5C Clayton, Missouri 63105 HLRH LLC Gerald & Clarice Hollrah 16 Boenker Court St. Charles, Missouri 63301
<i>ADDRESS/LOCATION:</i>	Generally located on the north and south sides of Highway 370 and between Huster Road and Harry S Truman Boulevard. Wards 6 & 8
<i>ACREAGE:</i>	Approximately 440 acres (more or less)
<i>PROPOSED USE:</i>	The production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations associated with a permitted Warehouse Use.
<i>ZONING:</i>	I-1 Light Industrial District and I-1/WHP Light Industrial within Wellhead Protection District

REQUEST

The applicant has submitted two (2) applications for a proposed multi-building data warehouse development within the City of St. Charles, generally located on the north and south sides of Highway 370 and between Huster Road and Harry S Truman Boulevard. For reference, Figure 1 on the next page depicts the subject property boundaries and the proposed development area.

The first application (CU-2025-10) is a request for a Conditional Use Permit for the production/use/handling/storage of any hazardous substance, including liquid petroleum products and electrical power generators/substations accessory to a data warehouse use. The second application (SP-2025-05) is a Site Plan request for the approximately 440-acre development site. This report will analyze the appropriateness of these applications in relation to the Comprehensive Plan, the Zoning Districts in which it is to be located, and the surrounding development.

The applicant is pursuing land use and site development entitlements, via these applications, in coordination with a future user that has not yet been identified. While the applicant is not the anticipated long-term operator of the facility, they are facilitating the entitlement process in advance of a potential property transaction. This approach is not uncommon for projects of this scale and nature, where site readiness and permitting are necessary precursors to final investment decisions and end-user commitments. While past staff reports which discuss both a Conditional Use and Site Plan component generally discuss the Conditional Use first, due to the size of the development, staff will discuss the Site Plan first in an effort to better orient the reader and the Conditional Use review will be provided second (bottom of page 12 of this report).



Figure 1: Aerial image of the subject property's general location.

SITE PLAN ANALYSIS (SP-2025-05)

According to the purpose statement of the I-1 Light Industrial District Regulations (the subject properties base zoning), the “the I-1 Light Industrial District is to provide sufficient space in appropriate locations for certain types of business and manufacturing, relatively free from offense, on modern landscaped buildings sites, and to make available more attractive locations for these businesses and industries”.

The submitted Site Plan (Exhibit A, attached to this report) proposes the development of five (5) concrete tilt-up buildings for data warehouse use and three (3) insulated metal panel (IMP) buildings for office use across the 440 acre site. Each data warehouse building includes outdoor support equipment areas on both sides. The overall site layout also incorporates a “Switching Station Pad”, three (3) large retention ponds for stormwater collection, and enhanced landscaping and perimeter fencing provided for both visual screening and site security.

While a detailed phasing schedule has not been provided at this time, the full buildout of the project is anticipated to occur over a 10-year period per the applicant.

Land Use Evaluation

I-1 Light Industrial District allows for a variety of low- to moderate-intensity industrial and employment-based uses, including warehousing, distribution, and limited manufacturing. Data storage facilities (commonly referred to as data centers) are classified as a warehousing use for zoning purposes. Although they store digital rather than physical goods, the use functions similarly to traditional warehouses in terms of building form, limited customer traffic, low on-site employment, and general site operations.

This type of use is well suited to the I-1 District, given its need for secure facilities, significant utility demands, and separation from residential and commercial areas. The proposed data center aligns with the intent of the zoning district and is therefore considered a permitted use by right under current zoning regulations.

Elevations & Building Materials

Data Center Structures

The proposed warehouse buildings (each approx. 285,000 square feet) feature concrete tilt-up construction, which does not qualify as masonry under the City’s architectural standards. However, due to the property’s industrial zoning designation, the Building Use Code classification (“S” Storage), and their footprints exceeding 14,000 square feet, the project is eligible for exemption from the requirement that all exterior walls consist of 100% masonry. Staff finds this construction type to be appropriate for the intended use and surrounding area; however, the Planning & Zoning Commission retains the discretion to evaluate the suitability of the proposed building materials. Figure 2 on the next page, illustrates a similar style building, and Exhibit B (attached to this report) provides full elevations of a typical proposed warehouse building for this development.



Figure 2: Amazon Fulfillment Center STL8 at 4000 Premier Pkwy, St Peters, MO 63376.

Office Structures

While specific building materials for the office buildings (each approximately 34,500 square feet) have not yet been finalized, the applicant has indicated that they will likely consist of insulated metal panels (IMP) for the exterior walls with a metal roof system. These materials are commonly used in industrial park settings and may be appropriate given the context of the overall development. Renderings and examples of the proposed standalone office buildings are provided in Figure 3 below and Figures 4 & 5 on Page 5, to illustrate the general design intent. Additionally, due to the site layout, berms, enhanced landscaping, and the internal orientation of the buildings, it is unlikely that these structures will be visible from adjacent public rights-of-way or surrounding properties.

As part of this submittal, the associated materials are subject to review and approval by the Planning & Zoning Commission. Should any significant changes to the proposed exterior design or material composition occur following Commission approval, the revised elevations may be required to return to the Commission for further consideration.



Figure 3: Proposed office building rendering provided by the applicant.



Figure 4: IMP Construction Example, via internet image search.



Figure 5: IMP Construction Example, via internet image search.

Support Infrastructure and Equipment Yards

Along with the aforementioned “Utility Pads” with individual on-site electrical substations, dedicated “Equipment Yards” will be adjacent to each warehouse building. These areas will be paved with concrete and configured to allow full access by emergency vehicles. Equipment within the utility yards will include facility support systems such as generators, site power distribution centers, chillers, and tanks. Smaller equipment will be housed in pre-fabricated centralized utility structures located within the yards themselves.

The larger of the two yards, with approximately 175,000 square feet of impervious surface, will include infrastructure related to the building's cooling and water systems. This includes water tanks, pump houses, booster stations, chemical treatment buildings, and other water-related

equipment. The second yard, approximately 78,000 square feet, will house the primary electrical infrastructure for the building, including backup generators and fuel tanks to ensure continued operation during power outages.

In addition, the Site Plan identifies a designated “Switching Station Pad”, which the applicant indicates will be developed as an Ameren Utility Substation. While specific design details for the substation are not yet available, the applicant is actively coordinating with the utility provider to determine the final configuration and infrastructure needs. The substation is located outside of the City’s designated Wellhead Protection District (see Figure 6 below and Figure 7 on the next page); however, any future development of this area will be expected to comply with City standards for equipment access, parking, and vehicle maneuvering to meet applicable site design. Despite the pending design, the applicant has requested that the substation pad be included as part of the current Site Plan application to ensure timely integration with overall site development.

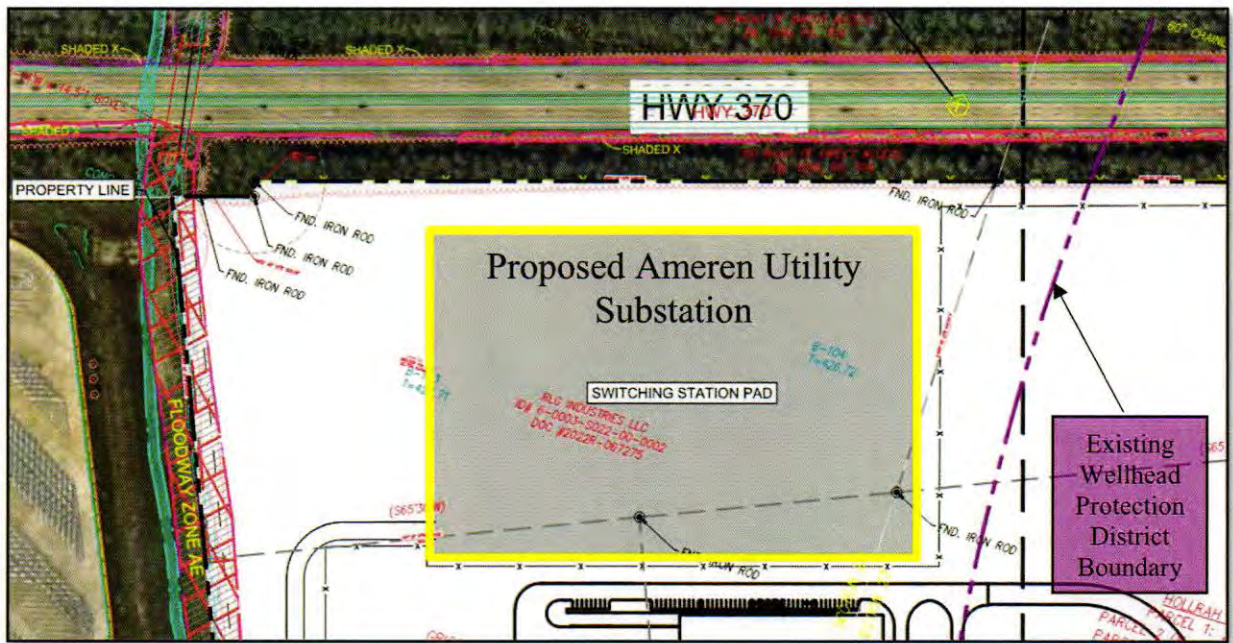


Figure 6: Proposed location of the Ameren Utility Substation.

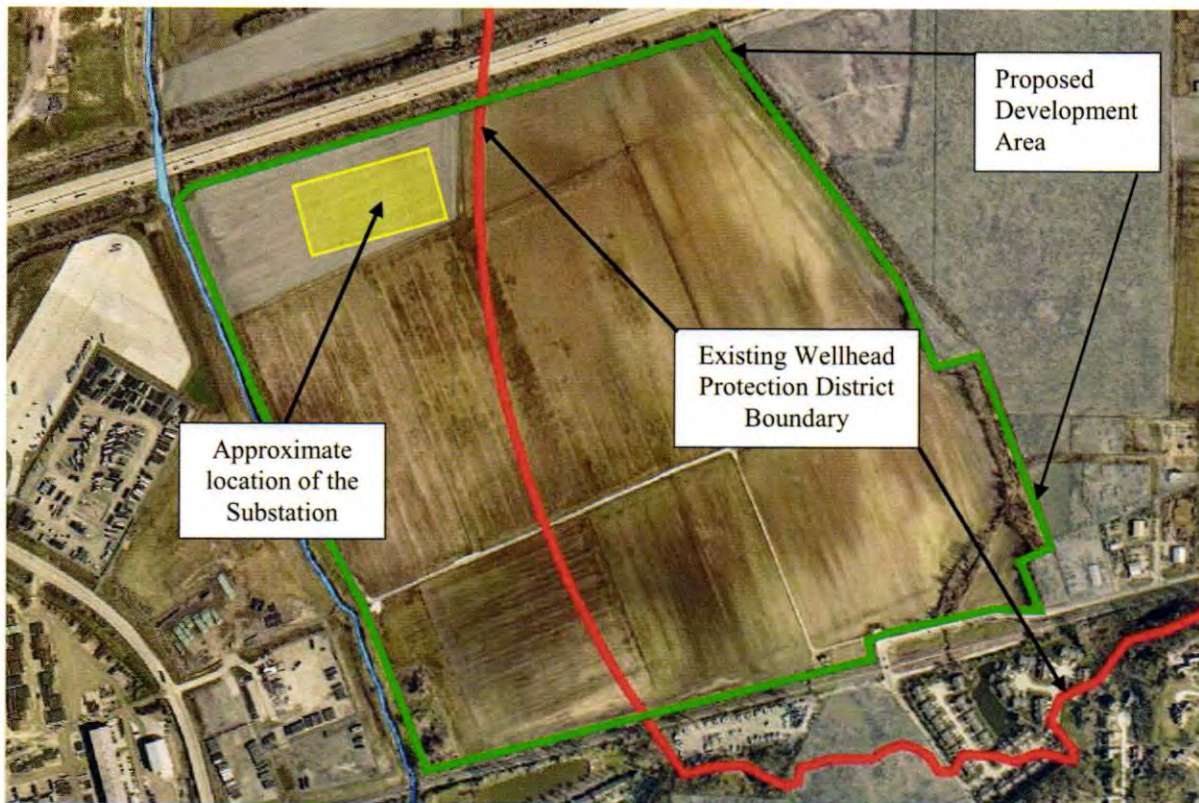


Figure 7: Approximate location of the proposed Ameren Utility Substation.

Water & Sewer

The proposed development site is served by the City of Saint Charles water and City of Saint Charles sanitary sewer systems. Developer connections would be made to both systems on the south part of the property. The water system has a ten-inch water main stub onto the property on Zumbahl Road west of Elm Point Road and a sixteen-inch water main on Elm Point Road. The City of Saint Charles currently has an engineering consultant reviewing the City's water system to determine any upgrades to meet the water demands of the developer. Those upgrades may include treatment expansion, pumping, distribution, resiliency, etc. The sanitary sewer system improvement requirements may include pre-treatment, collection and conveyance, pumping, treatment expansion, etc.

The site, while zoned industrial, is currently used for agricultural purposes and is currently in the floodplain, but will be elevated above the base flood level. Detention and water quality will be required. Stormwater discharges may be split between Sandfort Creek to the west and Hayford Road Creek to the east. The developer has committed to analyzing and coordinating with the Elm Point Levee District, lot located within the district, to ensure their flood control operations will be able to handle the additional runoff flows, and work to provide necessary modifications, if any, to the District's operations and infrastructure. There will be increased stormwater runoff, but there should not be an increase in the peak stormwater runoff. While the applicant has indicated they will comply with City Engineering Design Standards, full analysis will be accomplished via a required Improvement Plan submittal after zoning entitlement review (site plan and conditional use review).

Landscaping/Screening/Fencing

The proposed site plan includes landscaping and screening measures that are consistent with the design standards of the I-1 Light Industrial zoning district, particularly where the site adjoins or lies across from a residential zoning district. In accordance with applicable zoning regulations, a landscaped greenbelt at least fifty (50) feet in width is provided along the southern property boundary to serve as a buffer between industrial and residential uses. This area is free of any parking or loading facilities, as required.

Within the greenbelt, the applicant has incorporated a berm ranging in height from twelve (12) to fourteen (14) feet above proposed final grade of the site to further reduce views into the site and enhance the separation between land uses. While the primary purpose of the berm is visual screening, its size, placement and landscaping may also help reduce noise from general site operations. Enhanced landscaping is proposed throughout the perimeter of the site, including within the berm greenbelt/berm, to establish and maintain year-round visual screening. The proposed plantings include a mix of coniferous and deciduous trees and shrubs, providing seasonal variety and consistent screening coverage. (Figure 8 below.)

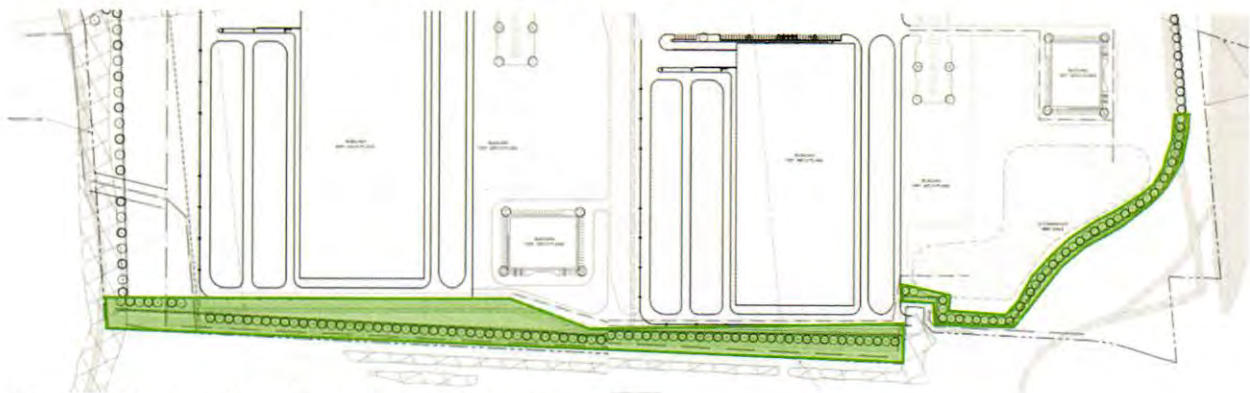


Figure 8: Southern boundary with berm and landscaping.

In addition to the proposed landscaping improvements, the applicant has incorporated existing mature tree coverage along the eastern boundary as part of the project's Tree Preservation Plan. This area, which falls within a designated wetland protection zone (see Figure 9 on the next page), will remain undisturbed. Preserving this natural buffer helps maintain long-term screening and supports the protection of the site's natural features.



Figure 9: Wetland Area illustrated in green. Proposed Development Area illustrated in yellow. Extensive Tree Mass is outlined in black dashed line.

To delineate the perimeter and provide site security, three (3) distinct fencing types are proposed. A 4-foot split rail fence will be installed define the property boundary in a visually pleasing manner. An 8-foot decorative metal anti-climb fence is proposed to protect secure areas, such as the equipment/utility yards. These fencing elements are not intended to serve as sight-proof screening but are complementary to overall site development in promoting both security and compatibility with adjacent residential areas. Lastly, there will be an internal perimeter fence installed in phases as the campus expands and adds more operational buildings. This fencing around the internal areas behind the planned berm and will also be a minimum 8' high anti-climb fence but will also provide screening with metal mesh fence. The phased installation of this fencing aligns with the anticipated 10-year build-out timeline for the overall project. Examples of these fencing types are shown on the next page in Figures 10-12.

Staff finds that the proposed combination of a berm, enhanced landscaping, and perimeter fencing meets the intent of the zoning ordinance and provides a buffer that helps soften the transition between the industrial site and any adjacent properties, particularly the residential ones.

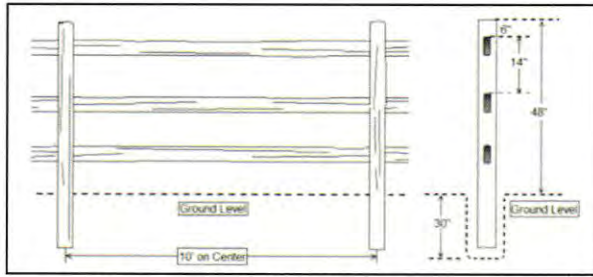


Figure 10: Proposed Split Rail Fence.



Figure 11: Proposed 8-foot Decorative Metal Anti-Climb Fence

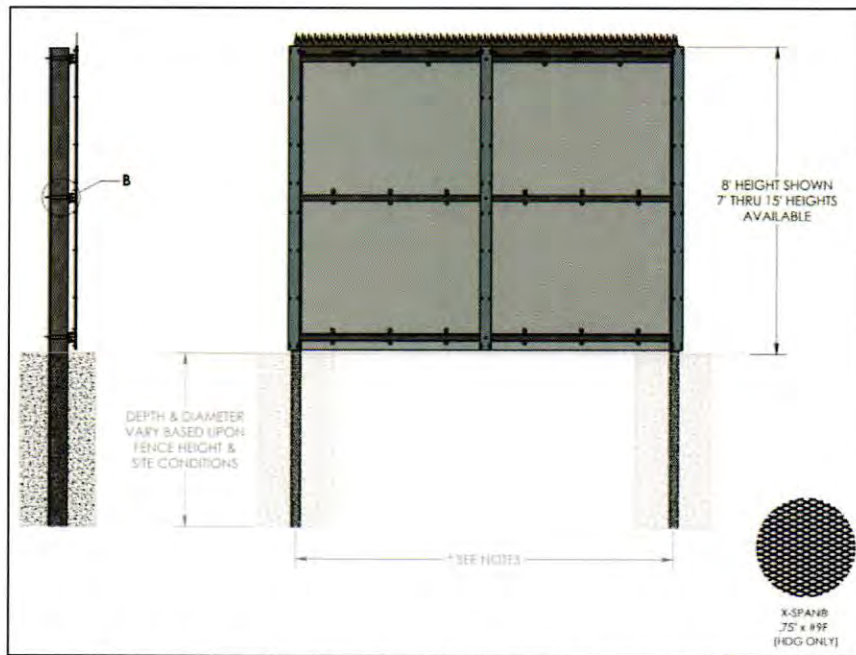


Figure 12: Proposed 8-foot Anti-Climb Fence with Screening.

Industrial Performance & Design Standards – Noise/Lighting

Within both the I-1 and I-2 Industrial District regulations, the Zoning Code outlines a series of Industrial Performance Standards that all industrial developments must comply with. These standards are intended to mitigate potential impacts on surrounding properties and include requirements related to Outdoor Storage, Noise, Smoke and Particulate Matter, Odors, Noxious Gases, Glare and Heat, and Vibration. Two areas of specific focus for this project based upon the proposal, Noise and Lighting, are discussed below.

Noise

Pursuant to Section 400.230(E)(3) of the Zoning Code and Chapter 230 (Noise Control) of the Municipal Code, sound emissions from industrial operations must not exceed the allowable decibel levels at the boundary of any residential or business zoning district. This standard applies to all operational noise sources, excluding motor vehicles and transportation facilities. Given the scale of the proposed data warehouse and the presence of mechanical equipment within designated Equipment Yards, staff has advised the applicant that, should the Site Plan be approved, a Noise

Study will be required prior to issuance of any building permit (noise study based on the proposed use and per the improvement and building plans) and prior to final occupancy to insure full compliance with City Noise standards. These studies must be prepared by a qualified professional and submitted to the City to verify compliance with applicable noise thresholds. A condition of approval has been included to ensure adherence to noise regulations and to limit generator testing to daytime hours (7:00 am – 10:00 pm).

Lighting

The applicant has provided a preliminary Photometric Plan with the Site Plan submittal; however, the plan is general in nature and does not provide the level of detail necessary to confirm full compliance with lighting standards. All site lighting must be designed to minimize glare and light trespass, with fixtures fully shielded and directed downward, consistent with the City's Design Standards. Final photometric details will be reviewed at the time of building permit submittal, and a condition of approval will be included to require a revised, detailed Photometric Plan demonstrating compliance prior to issuance of building permits.

Floodplain/Stormwater Management/Levee District

A portion of the subject site lies within the jurisdiction of the Elm Point Levee System, which manages levee infrastructure that provides flood protection to the area. In addition, the site is located within the FEMA-designated 1% annual chance (a.k.a. 100-year) floodplain (see Exhibit C, attached to this report), and development within this area is subject to all applicable floodplain management regulations at the local, state, and federal levels.

To accommodate site grading and drainage needs, the applicant plans to bring in approximately fifteen (15) feet of fill above the existing grade to elevate the development area. As such, any submittal for a Building Permit will require a Floodplain Development Permit. Along with this permit, the applicant must provide a pre-construction elevation certificate for each building to insure proper finished elevations of structures out of the floodplain. Upon completion of construction and/or prior to occupancy, a post-construction elevation certificate shall also be submitted to the City to verify compliance with the City's flood protection standards.

Alternatively, the applicant may pursue a Letter of Map Revision Based on Fill (LOMR-F) through FEMA, which would formally amend the floodplain boundaries based on the final elevation changes. This process, if chosen, may be completed and approved prior to issuance of a certificate of occupancy for any building in lieu of a post elevation certificate for each structure.

The site plan also includes three (3) stormwater retention basins, designed to manage runoff through detention and pretreatment, in accordance with the City's stormwater management standards. Final review of stormwater improvements will occur at the time of Improvement Plan submittal and Engineering permit review.

Finally, the applicant is coordinating with the Elm Point Levee District to ensure the proposed grading, utilities, and site development activities do not conflict with existing levee structures, drainage systems, or access easements. A condition of approval (SP-2025-05 Condition #3) has been included requiring documentation of coordination with the Levee District and any necessary permits, prior to issuance of grading or building permits.

Access/Transportation

The Plan depicts proposed transportation improvements both within the site and at key external access points. The primary access will be located at the intersection of Harry S Truman Boulevard and Truman Industrial Boulevard. A secondary, emergency-only access is proposed near Zumbahl Road and Elm Point Road. Per the applicant, access gates and their installation timing will be fully coordinated with City emergency services to ensure immediate emergency access is maintained at all times.

Regarding traffic management, the submitted traffic analysis uses conservative volume estimates, which staff agrees is a reasonable approach at this stage. The applicant proposes to monitor traffic conditions over time and install a traffic signal at the Truman/Truman Industrial intersection if traffic volumes meet applicable MUTCD warrants. Signal installation would occur at no cost to the City, and future cost-sharing may be considered if other developments benefit from the improvement.

To support ongoing coordination, the applicant has agreed to hold biannual meetings with City staff to review traffic volumes and safety data. Signal installation would be expected if:

- Warrant 3 (Peak Hour) is met based on actual traffic counts following full build-out;
- Warrant 2 (Four-Hour) or other conditions are met during construction and delays persist;
or
- Warrant 7 (Crash Experience) is met due to construction impacts or long-term volumes.

These coordinated efforts are intended to ensure that traffic impacts are addressed proactively and in a manner that aligns with actual site conditions as development progresses.

CONDITIONAL USE ANALYSIS (CU-2025-10)

The subject property is located within the I-1 Light Industrial District and portions of the property are also within the WHP Wellhead Protection District Overlay (see Figure 13 on the next page). The purpose of the Wellhead Protection District is to safeguard the public health, safety, and general welfare through the protection of groundwater used as a public water supply; therefore, there may be some land uses that are permitted “by right” in the underlying zoning district but because of certain activities of that business, the land use needs a Conditional Use Permit. For example, this development specializing in the storage and maintenance of data, is permitted by right within the I-1 Light Industrial District; however, due to the storage and utilization of regulated substances and liquid petroleum products, back-up generators, and the installation of substations for the individual buildings, they require a **Conditional Use** within the Wellhead Protection District. The following sections will evaluate the separate components of the Conditional Use review.

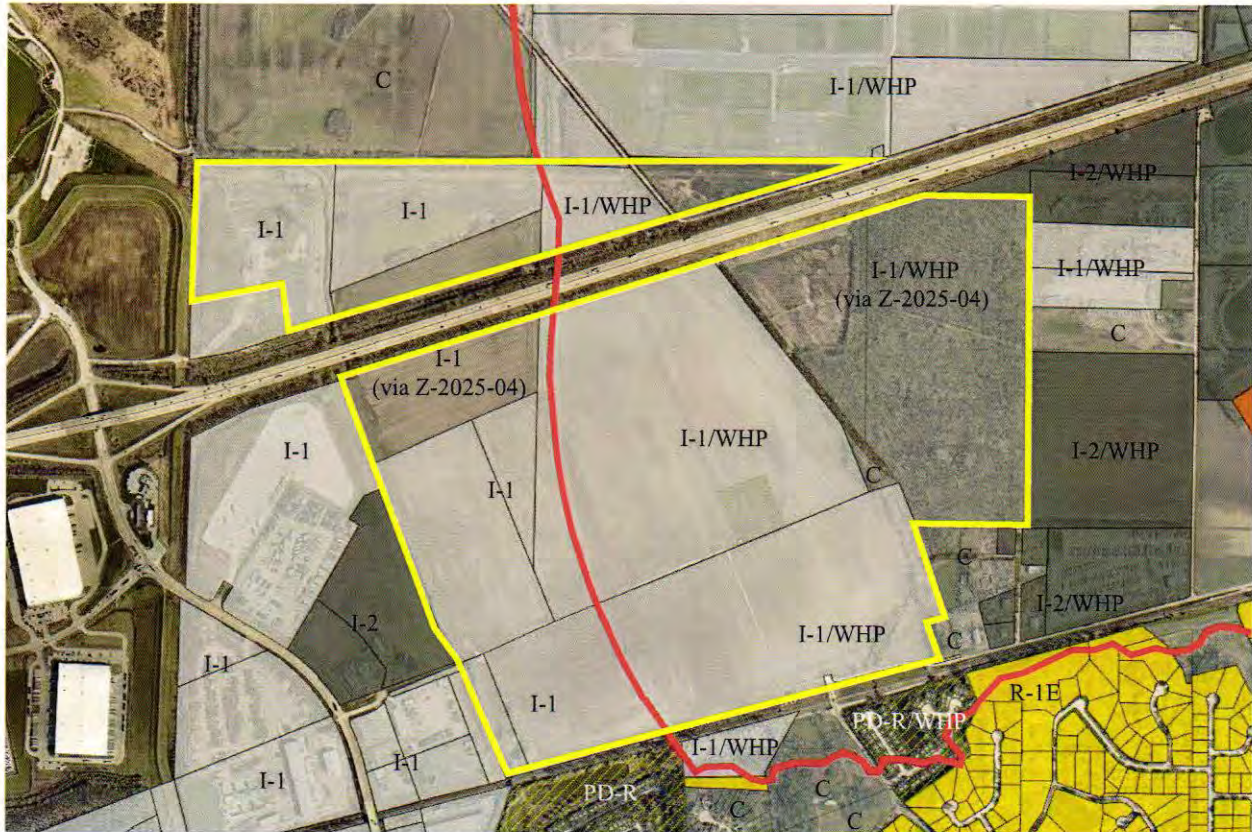


Figure 13: Area Zoning of the Subject Property. (Unincorporated County Parcels = "C") Approximate footprint of this application outlined in yellow. WHP boundary outlined in red.

Regulated Substances

Under the City's Wellhead Protection District (WHP) regulations, certain types of chemicals, referred to as **regulated substances**, are subject to additional review and safeguards to help protect the community's groundwater resources. These include **hazardous substances, extremely hazardous substances, and liquid petroleum products**. The full definition is provided in the Zoning Code and is based on federal standards established by the U.S. Environmental Protection Agency (EPA). Regulated substances are categorized as follows:

1. **Extremely Hazardous Substance.** Any substance so designated by the U.S. Environmental Protection Agency on their official "List of Extremely Hazardous Substances," 40 CFR 355 Appendix A, as last amended, and which is either a solid (including granular and gel) or liquid at room temperature.
2. **Hazardous Substance.** Any substance so designated by the U.S. Environmental Protection Agency on their official "List of Hazardous Substances," 40 CFR 302.4, as last amended, and which is either a solid (including granular and gel) or liquid at room temperature.
3. **Liquid Petroleum Product.** Any flammable liquid hydrocarbon product refined from bituminous materials, including, but not limited to, gasoline, diesel fuel, benzene, toluene, lubricants for internal combustion engines, home heating oil, kerosene, creosote, coal oil and naphtha.

These regulations are intended to safeguard the City's drinking water supply by minimizing the risk of contamination from these types of substances. As such, any proposed use or storage of regulated substances within the WHP district must comply with all applicable zoning, environmental, and safety requirements. The following is an analysis of this proposal which is documented/proposed to contain both Hazardous Substances and Liquid Petroleum Products which are regulated within the WHP.

Within the WHP overlay district, hazardous substances may be considered as part of a conditional use, subject to appropriate safeguards and review. However, the use or storage of extremely hazardous substances is generally prohibited, due to their heightened risk to groundwater and public health. It is important to note, this proposal does not include the use or storage of any extremely hazardous substances.

This facility is expected to utilize a "limited number of hazardous substances (hydrochloric acid, sodium hypochlorite, and sodium hydroxide) associated with cooling and water treatment processes". No **production** of hazardous substances is planned, and only those necessary for facility operations will be used or stored on site. Any changes to the proposed chemical use or storage would be subject to further City review.

Per the applicant, "the storage of chemicals and treatment processes will take place on impervious surfaces within dedicated treatment buildings. Within the treatment buildings, the tanks are double-lined, and the pumps have spill containment. All chemical deliveries to the area are made within a depressed area to catch any spills that may happen during delivery."

While the applicant has identified the potential chemicals for the treatment process, the applicant has not yet submitted specific details on storage volumes or comprehensive emergency response plans; *however*, this is not unusual prior to the building permit stage, when detailed construction documents and final building configurations are prepared. Until full construction plans are finalized, including the layout of treatment systems, tank specifications, and mechanical systems, it would be premature to develop finalized response and spill prevention plans.

In similar past projects, applicants have submitted only generalized plans during the land use approval stage. In most cases, those early plans have undergone substantial revision by the time of actual permit submittal to reflect final equipment selections, building design, and regulatory coordination. For this reason, the City's standard practice is to require these documents, such as a Facility Response Plan and a Spill Prevention, Control, and Countermeasure (SPCC) Plan, at the time of building permit review, when they can be accurately tailored to the final site design and evaluated accordingly.

City staff, in coordination with the City's environmental consultant, has conducted an extensive review of the applicant's preliminary information related to chemical storage and handling. While some details remain to be finalized, staff, through consultation with our environmental consultant, have determined that these items are within the scope of what can be addressed through the building permit process. As such, specific conditions of approval (Conditions #3-5 for CU-2025-10) have been included requiring the applicant to submit detailed documentation for storage and emergency response plans at the time of building permit application. These materials will be subject to full staff review to ensure compliance with all applicable local, state, and federal

environmental protection standards, including those related to secondary containment, monitoring, and hazard mitigation.

Liquid Petroleum Products

As proposed, this project will include above-ground diesel fuel storage to support backup power generators. The double-walled steel tanks designed and constructed in accordance with safety and environmental standards, including those from NFPA (National Fire Protection Association), as well as all other applicable federal, state and local regulations. These standards address both fire safety and environmental protection.

To limit risk, diesel fuel will be stored in smaller tanks located directly next to each generator, rather than in one large tank. At full buildout, the entire site will store no more than 1 million gallons of diesel fuel across no more than 150 separate tanks.

According to the applicant, “Each tank will be equipped with redundant remote monitoring instrumentation and interstitial leak detection which will be fully integrated into the site power monitoring system to alert the site team in the event of any leak. Tanks must be surrounded by a secondary containment dike pad that contains an isolation valve.”

For added environmental protection, and according to the WHP standards, every tank is required to have a secondary containment system that is sized to hold more than the full volume of the tank, in case of a spill. Together, these layers of containment and monitoring are intended to protect both public safety and the surrounding environment.

As with the other regulated substances, specific conditions of approval (Conditions #3-5 for CU-2025-10) have been included requiring the applicant to submit detailed documentation for storage and emergency response plans at the time of building permit review.

Power Infrastructure (Substations)

Each building will include an on-site electrical substation, located on the designated “Utility Pad” and operated by the end user. These substations will connect to incoming high-voltage, above-grade power lines and step the voltage down to serve the facility’s operational needs. The installation of electrical substations is permitted as a **Conditional Use** within the Wellhead Protection District and is subject to compliance with Section 400.320(C)(2) of the City’s Wellhead Protection Ordinance.

Transformer areas will be “constructed on impervious surfaces and include perimeter trenching for secondary containment. Stormwater runoff from the substation pads will be tied into the site’s stormwater collection system and controlled via isolation valves to prevent discharge in the event of a spill.” Compliance with applicable provisions (required pretreatment of stormwater runoff, as approved by the City) will be addressed through final design submittals and permit review (i.e., Improvement Plans through the Engineering Department) to ensure appropriate environmental safeguards are in place. Condition #7 (for CU-2025-10) has been included to ensure compliance with the Wellhead Standards, upon submittal of construction drawings for a building permit.

COMPLIANCE WITH THE WELLHEAD PROTECTION DISTRICT

In order for the applicant to receive approval from the City Council for this proposal, there are four (4) additional requirements to fulfill, as required by the WHP (with staff analysis in *italics*):

- 1. Provide for the installation and maintenance of devices for secondary containment in case of inadvertent discharge from primary containers. Ensure the proper storage of regulated substances to ensure the integrity and proper functionality of impervious floor surface.**
 - *The applicant has acknowledged this requirement with staff during the review process for this application and indicates they will comply with the applicable regulations. As previously mentioned, these will be reviewed upon submittal of construction documents for a building permit and continually via regular auditing inspections (CU-2025-10 Conditions #3 & 4), if approved.*
- 2. Submission of an emergency contingency plan for each facility to respond to unauthorized discharges.**
 - *The applicant has acknowledged this requirement with staff during the review process for this application and indicates they will comply with the applicable regulations. As previously mentioned, these will be reviewed upon submittal of construction documents for a building permit and continually via regular auditing inspections (CU-2025-10 Condition #5), if approved.*
- 3. Carrying of insurance which would pay for the cost of cleanup incurred as the result of an inadvertent discharge.**
 - *At the time of this report, the applicant has not provided staff with a copy of a Certificate of Insurance since they are not the end-user; however, the applicant has indicated the project will provide a Certificate of Insurance, consistent with the City's coverage requirements, upon submittal of construction documents for a building permit (CU-2025-10 Condition #6), if approved.*
- 4. The three (3) previous requirements must be approved in writing by both the Fire Chief and the Community Development Director or their designees.**
 - *All of the above documents shall be approved by staff and documented for compliance upon submittal of Improvement Plans and/or construction documents for a building permit.*

As previously discussed in this report, in collaboration with the City's environmental consultant, staff has determined that the remaining details related to chemical storage and emergency response planning can be appropriately addressed through the building permit and improvement plan review process. Conditions of approval have been included to ensure that these items are submitted, reviewed, and found compliant with all applicable environmental regulations prior to the issuance of a development permits. If these items cannot be address, the conditions will allow the Conditional Use Permit to be revoked by the City. If the Planning & Zoning Commission agrees with staff's recommendation for approval, these conditions will help ensure that all necessary safeguards are in place before construction proceeds.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. 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 land use is permitted by right in the I-1 Light Industrial District outside of the Wellhead Protection Overlay District and would not require a Conditional Use Permit in a straight I-1 zoning district. Given the site's proximity to Activity Center #15 (370 Corridor–West) and its compatibility with the surrounding industrial and commercial context, staff finds the proposed use appropriate for this location.

STAFF RECOMMENDATIONS

After a detailed review of the two requests, the City's Zoning Ordinance, the Wellhead Protection District Ordinance, the City's Comprehensive Plan, and area development patterns, staff believes the requests are appropriate, if conditioned properly.

CU-2025-10

The Department of Community Development recommends that the Conditional Use request be forwarded to the City Council with a **favorable** recommendation, with the following conditions:

1. This conditional use permit for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a data warehouse facility use is only for the subject property (approximately 440 acres) as described and shown on the associated Site Plan (SP-2025-05) and is not transferable to another location.
2. Should the planned use materially change or expand from the attached submittal documents (including additional regulated materials/liquids not reviewed associated with this submittal and the Wellhead Protection District), additional approvals may be required by the City.
3. Before the issuance of any building permit for the construction of this facility, the applicant shall provide details (engineered drawings) for generators, above-ground storage tanks, and devices for secondary containment in case of inadvertent discharge from primary containers. The applicant shall provide documentation of the installation and maintenance of secondary containment prior to the issuance of the building permit.
4. Before the issuance of any building permit for the construction of this facility, the applicant shall provide details of the chemical storage buildings(s) and the maintenance plan(s) of such storage facilities to ensure the integrity and proper functionality of impervious floor surfaces.

5. Before the issuance of any building permit for the construction of this facility, the applicant shall provide an emergency contingency plan for the facility to respond to unauthorized discharges, to include a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
6. Before the issuance of a building permit for the construction of the facility, the applicant shall provide a Certificate of Insurance (and maintain such insurance) which would pay for the cost of cleanup incurred as the result of inadvertent discharge also naming the City as additionally insured.
7. Upon submittal of each building permit necessary for the construction of this facility, the applicant shall provide site drawings (and detail sheets) showing the location of all critical infrastructure, including chemical storage areas, generators, above-ground diesel storage tanks, substations, and building-specific transformers.
8. Before the issuance of each building permit necessary for the construction of this facility, the applicant shall provide specifications for any leak detection systems and equipment, including drawings and manuals.
9. Upon submittal of Improvement Plans for the construction of this facility, the applicant shall provide a Stormwater Pollution Prevention Plan (SWPPP) in accordance with City permitting requirements
10. The facility shall comply with any requirements of the Missouri Department of Natural Resources (MoDNR) which may include Title V air permits. If required, the applicant shall submit said permits upon the timing dictated by the MoDNR process.
11. The City and/or its environmental auditing designee shall be authorized to conduct an inspection of the facility for compliance with Section 400.320 (WHP), upon 24-hour advance notice to the site manager.
12. Non-compliance with any building code, property maintenance codes, fire codes, zoning codes, any other local, state, or federal regulations or laws, or conditions of this approval is grounds for revocation of the conditional use approval.

SP-2025-05

The Department of Community Development recommends the **approval** of the Site Plan request, with the following conditions:

1. Except as noted for construction-related traffic in the submitted traffic report or when Harry S Truman Boulevard is flooded, the secondary access point at the Zumbahl Road/Elm Point Road intersection shall be limited to emergency vehicle use only. If a gate is installed at this location, a Knox Box or equivalent emergency access system shall be required to ensure access by authorized emergency services.
2. Before the issuance of any building permit for the construction of this facility, the applicant shall provide cut sheets for all site lighting fixtures and a photometric plan (iso-foot-candle diagram) that documents compliance with City Standards located in Sections 400.570 and 400.700(F).
3. Prior to the issuance of a Grading Permit or Improvement Plans, the applicant shall submit documentation demonstrating coordination with the applicable Levee District. If required,

all applicable approvals or permits from the Levee District shall be obtained and provided to the City.

4. A fully executed Boundary Adjustment Plat will be required to consolidate the lots, prior to issuing a building permit. If the applicant's intent is to have more than 1 lot within this development, a record plat will also be needed.
5. Parcel #6-0002-S023-00-0007.10, a 1.26 acre lot owned by Darris G. & Robin L. Curry, shall be annexed, establish zoning and consolidated with this development, prior to issuing a building permit for this parcel.
6. The applicant shall comply with all findings and recommendations associated with the Traffic Impact Study, as reviewed by the Engineering Department, including but not limited to, the installation of warranted turn lanes and traffic signals.
7. A Noise Study (to include the generators and any other mechanical equipment) shall be conducted by the applicant and provided to the City prior to the issuance of a building permit. Upon installation of all equipment on the site, the application shall submit documentation to verify compliance with the Noise Study, Chapter 230 (Noise Control), and Section 400.230(E)(3) (Industrial Performance Standards for Noise) of the City of St. Charles Municipal Code.
8. The testing of generators shall not occur before 7:00 am or after 10:00 pm.
9. This Site Plan shall be null and void if the Conditional Use Permit (CU-2025-10) is not approved by the City Council.

Recommended Motion (Two Separate Motions):

1. *Motion to forward a recommendation of approval to the City Council for the Conditional Use Permit application CU-2025-10, subject to the conditions recommended by staff.*
2. *Motion to approve Site Plan application SP-2025-05, subject to the conditions recommended by staff.*

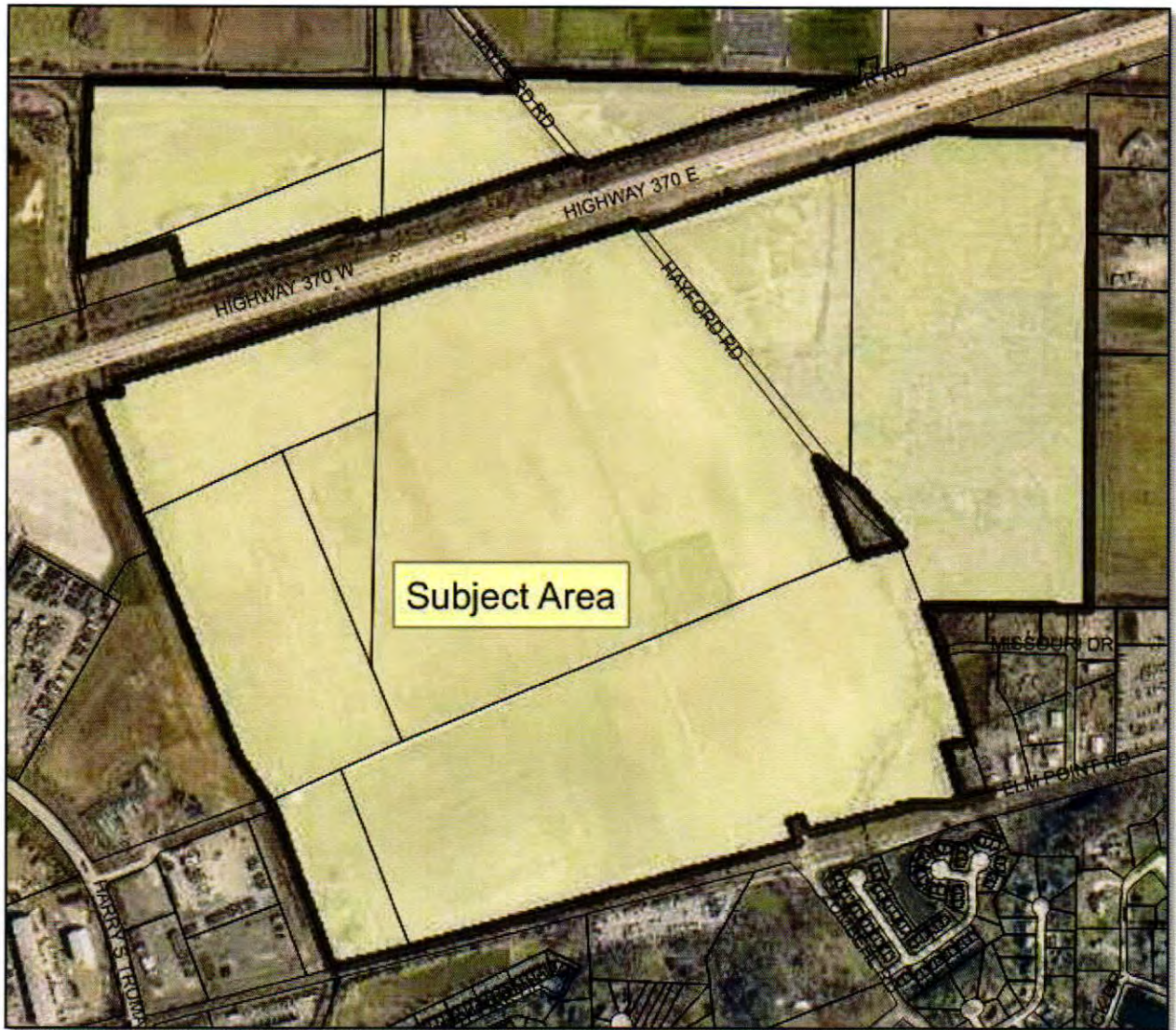
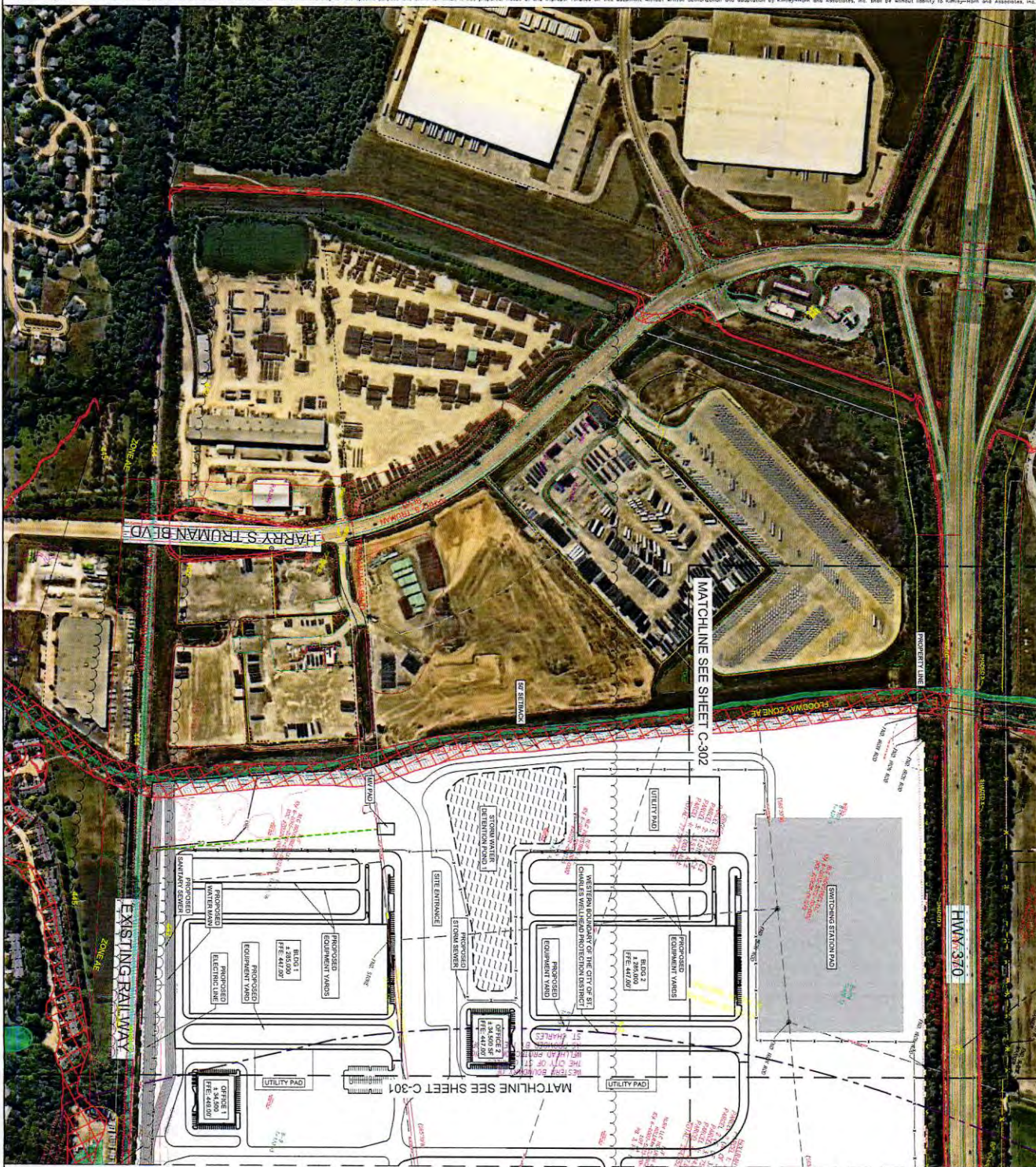


Figure 14: Aerial Photo of the Subject Properties.



UTILITY LEGEND

PROPERTY BOUNDARY	--- (dashed line)
PROPERTY SETBACKS	- - - (long-dashed line)
EXISTING PARCEL LINES	- - - (short-dashed line)
EXISTING STORMWATER POND	▨ (cross-hatched pattern)
EXISTING BEAM ZONE AE	▨ (diagonal hatched pattern)
EXISTING WETLANDS	▨ (wavy hatched pattern)
EXISTING EASEMENT	▨ (dotted pattern)
PROPOSED FENCE LINE	— (solid line)
EXISTING WELLS/PROTECTION BOUNDARY	— (solid line)
PROPOSED SANITARY SEWER	— (solid line)
PROPOSED WATER MAIN	— (solid line)
PROPOSED STORM SEWER	— (solid line)
PROPOSED ELECTRICAL LINE	— (solid line)
MATCHLINE	— (solid line)

NOTE:
 FEASIBILITY INFORMATION SHOWN PER FEMA FLOOD MAP
 WETLAND AND WATERWAY INFORMATION SHOWN PER U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY
 SITE INFORMATION TO BE PROVIDED BY THE CLIENT
 MINIMUM SANITARY SEWER LATERALS TO BE 8 INCHES



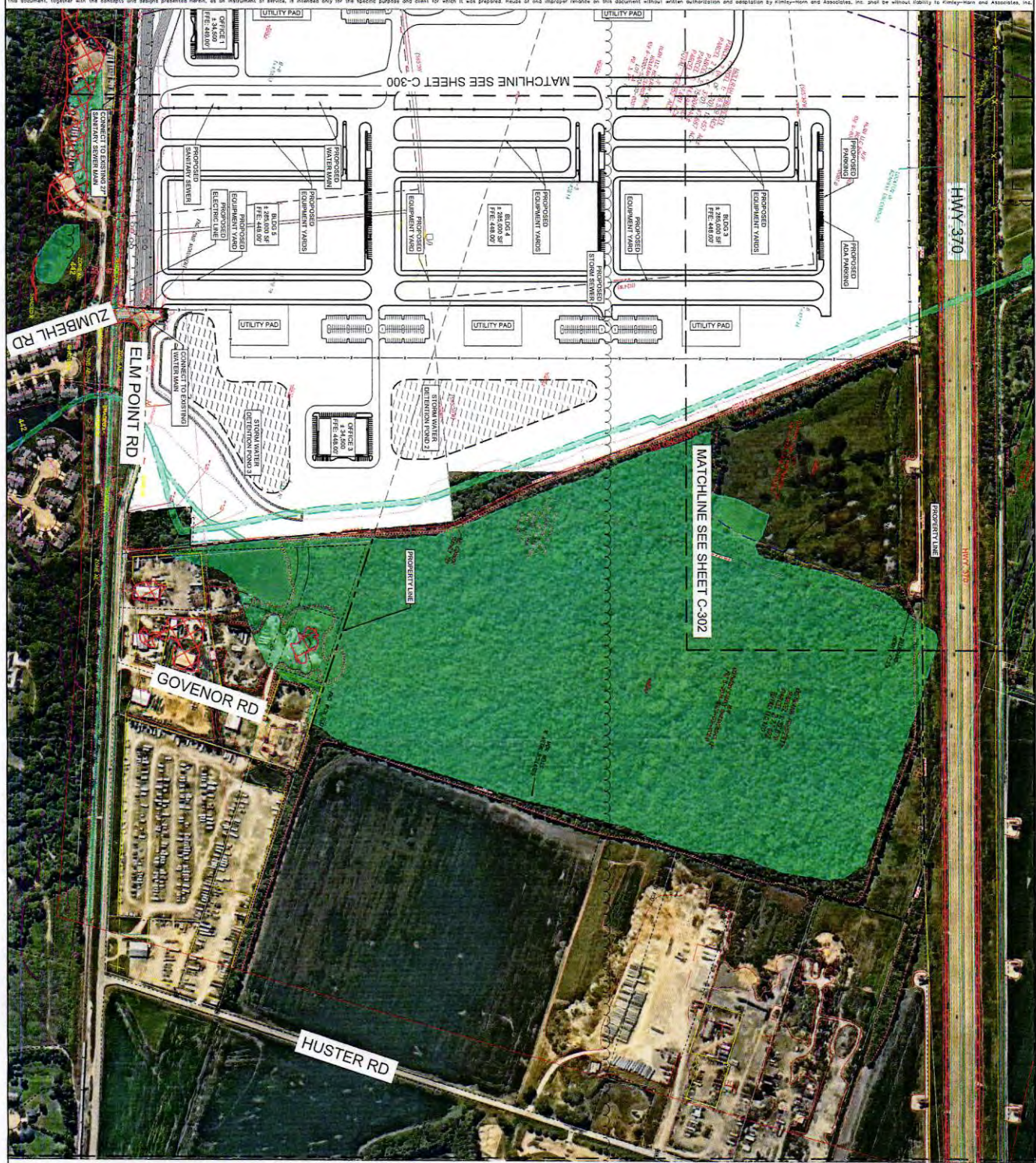
SHEET NUMBER: C-300
 INDUSTRIAL PARK
 ST CHARLES MO

UTILITY PLAN

KHA PROJECT
 DATE: 2025-05-19
 SCALE AS SHOWN
 DESIGNED BY: JGH
 DRAWN BY: BPM
 CHECKED BY: AWC

Kimley-Horn
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No.	REVISIONS	DATE	BY



UTILITY LEGEND

- PROPERTY BOUNDARY
- PROPOSED SETBACKS
- EXISTING PARCEL LINES
- PROPOSED STORMWATER POND
- EXISTING FLOOD ZONE AE
- EXISTING WETLANDS
- EXISTING EASEMENT
- PROPOSED ELEC. LINE
- EXISTING WETLAND
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED ELEC. LINE
- MATCHLINE

NOTE:

- FEAR FLOODZONE INFORMATION SHOWN PER FEAR FLOOD MAP
- WETLAND AND WATERWAY INFORMATION SHOWN PER U.S. FISH AND WILDLIFE SERVICE (USFWS) 303(b)(1) REGULATIONS
- EXISTING WATER MAIN TO BE SPACED EVERY 200 FEET THROUGHOUT THE AREA
- MINIMUM SANITARY SEWER SLOPE SHALL BE 0.5 PERCENT

INDUSTRIAL PARK
 ST CHARLES MO

UTILITY PLAN - 2

KHA PROJECT
 DATE: 2025-05-19
 SCALE: AS SHOWN
 DESIGNED BY: JCH
 DRAWN BY: BFM
 CHECKED BY: AWC

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No.	REVISIONS	DATE	BY

SHEET NUMBER
 C-301



UTILITY LEGEND	
—	PROPERTY BOUNDARY
- - -	PROPERTY SETBACK
- · - · -	EXISTING PARCEL LINES
▨	EXISTING STORMWATER FOND
▩	PROPOSED STORMWATER FOND
▧	EXISTING FLOOD ZONE AE
▨	EXISTING WETLANDS
▩	PROPOSED WETLANDS
▧	EXISTING FLOODING
▨	PROPOSED FLOODING
▩	EXISTING WETFIELD
▧	PROPOSED WETFIELD
▨	EXISTING SANITARY BODILY PROTECTION BOUNDARY
▩	PROPOSED SANITARY BODILY PROTECTION BOUNDARY
▧	EXISTING WATER MAIN
▨	PROPOSED WATER MAIN
▩	EXISTING STORM SEWER
▧	PROPOSED STORM SEWER
▨	EXISTING ELECTRIC LINE
▩	PROPOSED ELECTRIC LINE
▧	EXISTING FLOODING
▨	PROPOSED FLOODING
▩	EXISTING WETLANDS
▧	PROPOSED WETLANDS
▨	EXISTING FLOOD ZONE AE
▩	PROPOSED FLOOD ZONE AE
▧	EXISTING WETFIELD
▨	PROPOSED WETFIELD
▩	EXISTING SANITARY BODILY PROTECTION BOUNDARY
▧	PROPOSED SANITARY BODILY PROTECTION BOUNDARY
▨	EXISTING WATER MAIN
▩	PROPOSED WATER MAIN
▧	EXISTING STORM SEWER
▨	PROPOSED STORM SEWER
▩	EXISTING ELECTRIC LINE
▧	PROPOSED ELECTRIC LINE

NOTE:
 * FLOOD FLOODING INFORMATION SHOWN PER FEMA FLOOD MAP
 * WETLAND AND WATERWAY INFORMATION SHOWN PER U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY
 * SITE INFORMATION IS BASED ON AERIAL PHOTOGRAPHS AND FIELD SURVEY DATA. FIELD SURVEY DATA IS THE MOST ACCURATE INFORMATION AVAILABLE TO BE OBTAINED.

INDUSTRIAL PARK
 ST CHARLES MO

UTILITY PLAN - 3

KHA PROJECT
 DATE: 2025-05-19
 SCALE: AS SHOWN
 DESIGNED BY: JQH
 DRAWN BY: BPM
 CHECKED BY: AWG

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No.	REVISIONS	DATE	BY

C-302
 SHEET NUMBER

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, August 5, 2025, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49361

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

PRESENTATIONS/AWARDS/PROCLAMATIONS

Police Department Recognition

Police Chief Ray Juengst recognized the men and women of the City of Saint Charles Police Department for doing an outstanding job. They truly work for the Council and this community and do their absolute best and it is noticed by other agencies in the metro area.

PUBLIC COMMENT

Arnie C. A.C. "Honest Abe" Dienoff – County Public Advocate, P.O. Box 1535, O'Fallon, MO, spoke relative to traffic concerns and tax abatements.

Tim Kline, 4250 Huster Rd., St. Charles, MO spoke relative to wellhead protection district, water and fill dirt in the wellhead protection district.

REPORT OF THE MAYOR

Mayor Borgmeyer reported on the following topics:

- North Main Street Extension and the C3 Project.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

-
- Reports of Weeds and Overgrowth throughout the City which are the responsibility of MoDOT and they are behind on their mowing this year.
 - The Opioid Task Force and the Homeless Task Force are working together to supervise the budgeting of the funds received by the City in a National Opioid Class Action Settlement.
 - Steamboat Arabia Update

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Council Vice President Mark Hollander reported the City Code regarding the Board of Adjustment mirrors the Missouri State Statutes, therefore the number of members, terms and number of alternates cannot be changed by this Council as suggested by the Mayor at the July 15, 2025 Council meeting. The Council is reviewing and vetting applications for the vacancy on the Board of Adjustment and anticipates bringing forward an appointment to be approved by the Council at the August 19, 2025 Regular City Council meeting.

Councilmember Brian Gould, on behalf of the City of St. Charles Veterans Commission, invited everyone to attend the Purple Heart Ceremony on Thursday, August 7th at 9:00 a.m. on the plaza deck at City Hall. United States Marine Charles Ray, a Lindenwood University graduate and Purple Heart recipient will be the keynote speaker.

Councilmember Denise Mitchell made the following report:

First, up for final vote this evening is Bill 14000, which authorizes a License Agreement with Greater Midwest Sports Marketing (GMB) for weekend use of the Wapelhorst Ball Field Complex from 2026 through 2030. As the sponsor of this bill, I respectfully ask for your support. This is more than just a contract — it's a partnership that will bring thousands of visitors to our city. Families attending these tournaments will stay for multiple days, supporting our restaurants, local shops, gas stations, hotels, and of course, our park concessions and aquatic facility.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

I've personally spent many weekends traveling to GMB tournaments across the region with my sons. GMB is a professional, first-class organization, considered one of the top youth baseball tournament providers in a seven-state region. We are fortunate that they want to align with us.

This partnership supports our long-term vision: showcasing our beautiful parks, boosting tourism, and generating economic benefit for our community. I encourage your support of Bill 14000.

Secondly, I'd like to take some time to address recent public comments regarding Parks, particularly those related to financial sustainability, capital improvements and long-term planning. As the current Council Liaison to the Parks Board, it's important to me to provide clarity, context and facts on items that may not have been fully understood or widely known

1. **Turf In-Fields at Wapelhorst.** Wapelhorst has always hosted tournaments and league play. However, as nearby cities invested in turf fields, we risked losing teams and revenue if we didn't modernize. Rainouts mean canceled games, refunded fees and zero concession or sales tax revenue. Installing turf on the infields of the ball diamonds wasn't about luxury — it was about staying competitive. Turf reduces weather cancellations, increases tournament opportunities, extends league play and makes our facilities more attractive to residents and outside leagues. Importantly, the turf was fully funded by Parks prior to any vendor agreement for usage. It was part of a broader strategy to elevate our fields, attract premier partners and offer the very best experience for players and families. Bottom Line: installing turf infields was a strategic move to reduce cancellations, attract more visitors and ensure our facilities remain regionally competitive.

2. **Rau Garden at Blanchette.** Rau Garden, like other parts of our city, has been impacted by heavier rains and flash flooding. The Parks Department has already taken proactive steps — including clearing culverts and improving drainage — a more permanent fix is funded in the upcoming CIP for 2026. Like other City projects, it is scheduled appropriately and is not being overlooked. It just has to wait its turn in the queue.

3. **Mueller Park.** There was never an intention to eliminate soccer at Mueller Park or convert those fields to turf. The decision to sell the park was not driven by a lack of funding for

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

improvements. In fact, over the years, Parks had been approached multiple times and rejected offers to sell the property to those who wanted it for industrial use. Finally, when a private partner came forward with a proposal that would elevate the complex, retain Parks programming and host multiple tournaments per year, a decision was made — with the support of Council — to protect recreation while expanding opportunities for the community. This thoughtful decision was made with a clear focus on serving local players and families and on enhancing St. Charles' role as a destination for sports and recreation.

4. **Woodlands Park.** Woodlands Park was deeded to the City in 1993 — well before the current leadership was in place, all-around. Its 8.5 acres, mostly wooded, with only 2 acres maintained, and it has an annual mowing cost of about \$1,500. There is no homeowners' association to coordinate a return of land to and the park is only accessible through a narrow strip. Without broad consensus from all 61 surrounding property owners and a mechanism to fund new surveys and legal filings, the current situation is the most practical and low-cost solution. If anyone has suggestions regarding a better use of this land, please bring those ideas forward for consideration and discussion. With an annual mowing cost of just \$1500, this is not a significant budget item and this should not detract focus, time and energy, on other priorities that are larger to our City.

5. **Legacy Farms Park.** Legacy Farms Park is moving forward, with Parks having secured funding for its first phase of development. Like all large-scale public projects, it will be completed in stages as resources allow — potentially with support from fundraising, grants, sponsorships, or future Council allocations. This phased development model is not new — Wapelhorst Park and the Aquatic Center were built in stages. Most importantly, Webster Park was purchased outright by the Council and developed through the Capital Improvements Plan. Council leadership has supported park development before and I sincerely hope we continue that legacy. Legacy Farms will be a cornerstone for growth in the North and a lasting community asset for generations.

In closing, some City departments and programs —including Parks — provide value that can't always be measured on a balance sheet but, their financial impact is undeniable: from sales tax generated through special events and tourism, to drawing new families and businesses here that

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

want to live in a vibrant, active City. Parks delivers more than just programming — it provides the foundation for a strong, connected and growing community. From sports and programming, walking trails, wellness activities, festivals, family events and gathering spaces, our parks are where life happens in our City and enjoyed by all ages. Parks operates within their means, pursues creative solutions and remains focused on long-term sustainability. Parks has a clear plan and is carrying it out with fiscal responsibility, forward financial thinking, a strong community focus and a vision for the next generation.

As Council Liaison to the Parks Board, I'm proud of the work they've done and the progress made over the years. Real progress requires leadership and partnerships that show up and support what's working — and engage in healthy conversations about what's not, so we can keep growing. Our parks matter and are essential to making St. Charles a place where people want to live, work, play, and invest. As leaders, let's stand behind them and keep St. Charles moving forward — together.

Councilmember Vince Ratchford reported as a follow up to Council Vice President Mark Hollander's comments regarding the Board of Adjustment, that in April, 2024 when a vacancy on the Board of Adjustment came about, Councilmember Denise Mitchell and Council Vice President Mark Hollander spearheaded the selection of a candidate to fill the vacancy. After vetting all of the applicants, Mr. John Morgan was appointed and served on the Board of Adjustment until June of this year, at which time he was appointed to the Planning & Zoning Commission, leaving a vacant seat on the Board of Adjustment. Again, Ms. Mitchell and Mr. Mark Hollander have agreed to spearhead the selection process and he appreciates the time they are putting into vetting the applicants for the vacant seat.

Mr. Ratchford announced that Reese Garreau, a lifeguard with our Parks Department has recently earned the Golden Guard Award. This award is bestowed by Ellis & Associates, a prominent provider of aquatic safety training and certification. The Golden Guard Award is a key component of their training programs. It indicates that a lifeguard's exceptional performance

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

in going above and beyond in their duties to ensure swimmer safety and uphold the highest standards of aquatic risk management.

Councilmember Justin Foust announced there will be Public Open House Meeting regarding the Cumulus Project that will provide an opportunity for the public to learn more about the proposed project. The meeting will be on Thursday, August 14, 2025 at the Foundry Art Centre from 5:00 p.m. to 7:00 p.m.

Mayor Borgmeyer reported in response to Councilmember Mitchell's comments, that he is pro-parks, however has concerns with the Parks Department's weak revenue generating streams. He reported his criticism of the Parks Department is not their programming nor what they do, it is their revenue perspective and their revenue plan, it falls short.

Councilmember Mary West inquired of Director of Administration Mr. Dobrosky if mailings were going to be sent out regarding the Public Open House Meeting next week that Councilmember Foust announced. Mr. Dobrosky reported the applicant mailed out notices as per our procedure to those within a radius of the project. The City has also included the information in our newsletter which is sent out to all of the residents and we are also sharing it on social media. Mr. Dobrosky wanted to clarify that this is an event hosted by the applicant, to make themselves available to the residents to answer questions regarding the project. City staff will be there to support them and will serve as backup to answer questions as well.

Councilmember Bill Otto announced there will be a Public Open House Meeting regarding the North Second Street Improvements and the Main Street Extension. The meeting will be on Wednesday, August 13, 2025 at City Hall from 5:00 p.m. to 7:00 p.m.

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.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

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- 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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

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.

CONSENT AGENDA

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

- A. Approval of Council Minutes and Reports
1. Council Work Session of July 8, 2025

File #49367

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

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- 2. Street Committee Meeting of June 17, 2025
File #49371
 - 3. Regular City Council Meeting of July 1, 2025
File #49361
 - 4. Public Hearing of July 1, 2025
File #49401
 - 5. Regular City Council Meeting of July 15, 2025
File #49361
 - 6. Street Committee Meeting of July 15, 2025
File #49371
- B. Receipt of Reports from Boards, Commissions and Committees
- 1. Planning & Zoning Commission Meeting of June 9, 2025
File #49372
 - 2. Frenchtown Special Business District Meeting of June 12, 2025
File #49381
 - 3. Senior Citizen Advisory Commission Meeting of June 10, 2025
File #49373
 - 4. Main Street Special Business District Meeting of June 5, 2025
File #49374
 - 5. Veterans Commission Meeting of May 12, 2025
File #49386
 - 6. Saint Charles Parks and Recreation Board Meeting of June 18, 2025
File #49376
 - 7. Landmarks Board Meeting of June 16, 2025
File #49377
- C. Receipt of Director of Administration Reports

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

1. FITS Report – June 2025

File #49375

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

C22-276

2. Contract with BPR Operating LLC for the Purchase of Hydra-Tech Pump & Power Unit with Hose for Lift Station in an Amount not to Exceed \$125,000.00

C25-227

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.

File #49402

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)

File #49365

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*)

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

File #49365

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

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*)

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

Approved by the Honorable Mayor on August 6, 2025 and is known as Ordinance **25-066**

BILLS FOR INTRODUCTION

The following Council Bills were introduced.

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
August 5, 2025

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*)

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

At 8:48 p.m., a motion was made by MARY WEST to adjourn the Regular Council Meeting. MARK HOLLANDER seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer



PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
August 5, 2025

On Tuesday, August 5, 2025, a Public Hearing was held on the following items at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding and Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

- A. Case No. 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)

Arnie C. AC Dienoff spoke relative to Video Lottery Terminals and games of chance in the establishment.

The Applicant, Darshan Patel, answered questions from the Council.

There being no further comments, a motion was made by JUSTIN FOUST to close the public hearing and approve the Liquor License as presented by staff. BRIAN GOULD seconded the motion. A roll call vote was taken with the following results: “Aye”: Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust. “Nay”: None. Absent: None. Motion passed.

- 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)***

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

Arnie C. AC Dienoff spoke relative to Video Lottery Terminals and games of chance in the

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
August 5, 2025

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 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 with the following conditions as amended by staff:

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) onsite 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.

JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: “Aye”: Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust, and Galba.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
August 5, 2025

“Nay”: None. Absent: None. Motion passed.

- 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)***

Jason Taylor, Applicant, of 519 South 5th Street, spoke in favor of the application.

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

- D. Case No. 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)***

The Director of Community Development introduced Summer Intern Alanna Bilyeu, explaining that she had been responsible for this application and would present it to the Council. Ms. Bilyeu proceeded to provide an overview of the application.

Arnie C. AC Dienoff spoke against games of chance in the establishment.

Darla Crask, Applicant, 4945 Miami St., St. Louis, MO, spoke in favor of the application.

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

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.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
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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.

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

- 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)***

There being no public comment, a motion was made by BILL OTTO to close the public hearing and approve the Liquor License as presented by staff. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye”: S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, and M. Hollander. “Nay”: None. Absent: None. Motion passed.

- 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

PUBLIC HEARING
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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)***

Director of Community Development Zachary Tusinger gave an overview of the application. Chris Pike, representing the Applicant Thomas Alan Group Architects, spoke in favor of the application.

There being no further comments, MARK HOLLANDER made a motion to close the public hearing and approve the 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 subject to no additional conditions.

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

- G. Case No. 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.

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August 5, 2025

Fred Semke, 17 Old Governor Place, St. Charles, MO spoke against the application.

Patricia Semke, 17 Old Governor Place, St. Charles, MO spoke against the application.

Arnie C. A.C. Dienoff spoke relative to the project and tax abatements.

John Bauman, 2912 Westover Place, St. Charles, MO spoke against the application.

Robert Burns and Judy Burns, 30 Old Governor Place, St. Charles, MO spoke against the application.

Tim Kline, 4250 Huster Rd., St. Charles, MO spoke against the application

Scott Drachnik of EDC of St. Charles County, 268 Savoy Drive, Lake St. Louis, MO spoke in favor of the application.

Elkin Kistner (representing Robert and Judy Burns), 1406 N. Broadway, St. Louis, MO and Judy Burns spoke against the application.

Councilmember Vince Ratchford requested that Administration request an Environmental Report from our Environmental Consultant, 212 and provide to the City Councilmembers on this proposed development, specifically related to the storage of diesel fuel on this site and requested it be included in the agenda packet for August 19, 2025 Regular City Council meeting. Mr. Dobrosky reported that he will work to obtain the report for the Councilmembers, however it will need to be determined if it is a public record due to being bound by a Non-Disclosure Agreement.

There being no further comments, MICHAEL GALBA made a motion to table this item to the August 19, 2025 Regular City Council meeting and leave the Public Hearing open until that time. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander and Mitchell. "Nay": None. Absent: None. Motion passed.

The Public Hearing adjourned at 8:02 p.m. and the Regular Session continued with the order of business.

PUBLIC HEARING
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August 5, 2025

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

MEETING SUMMARY

MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, July 3, 2025 4:00 PM

Conference Room A., City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

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

Staff Members Present:

Jessica Ferguson, Business Dev. Coordinator
Erica Pospisil, Assistant Comm. Director

ABSENT: Chip Bates

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order at 4pm. There were Seven (7) members present, enough for a quorum. Jessica Ferguson conducted roll call.

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

Minutes – Meeting minutes were needing approval for the June 2025 Special Business District Meeting. Keith Lester made a motion to approve the minutes as submitted. Amy Senter seconded the motion. All were in favor (7-0).

Correspondence – None. Chip Bates arrives to the meeting at 4:06pm. Eight (8) members are now present.

Police Report for Main Street – Officer Ryan Nacke was not present. Report was emailed. Discussion on moving the meeting to an earlier time so PD can attend.

Report from Communications Dept. – Erica Pospisil discussed Riverfest, Music on Main, Farmer's Market, and other events.

Current Operating Budget – Jessica Ferguson presented the operating budget. Keith Lester made a motion to approve the budget, Denny Kuss seconded the motion. All were in favor (8-0).

Future Operating Budget – Jessica Ferguson presented the future operating budget. Chip Bates made a motion to approve future budget option one (1), Ryan Riege seconded the motion. All were in favor (8-0).

Funding Requests – Main Street Supper Club was discussed.

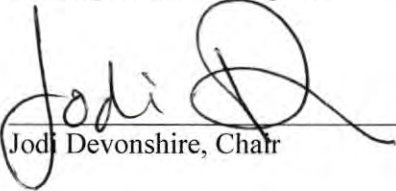
Main Street Maintenance Items – The Board discussed weeds, the gum machine, filled drain grates, trash cans missing lids. Berthold Square; no trash can, weeds, and requested an update on the clock. Clean team was discussed as well as colonnade concerns (the board asked for an update on maintenance and to create a line item for future meetings). The fence between Adams and Clark is in disrepair.

New Business – Historical Society walking tours are going onto private property.

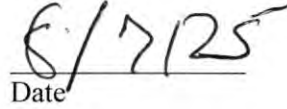
Report from City Council Liaison – CM Hollander discussed the demolition for New City Hall, 5th and First Capitol, and Festival of the Little Hills parking.

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

Adjournment – Amy Senter made a motion to adjourn, Ryan Riege seconded. All were in favor (8-0). The meeting ended at 5:08pm.



Jodi Devonshire, Chair



Date



Veterans Commission of the City of Saint Charles
Meeting Minutes June 9th, 2025

The Veterans Commission of the City of Saint Charles, Missouri met on Monday June 9th, 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, Betty Gonzales, Thomas Stephens, Larry Reighard, Renee Porter, Art Minor, Katrina Evans, and Ivan Bohlender.

Meeting called to order at 5:29 PM. Roll Call was held.

The Pledge of Allegiance was recited. Led by Committee member Katrina Evans.

Approval of May 2025 Minutes: Motion Approved by Committee Member Betty Gonzales and Seconded by Committee Member Renee Porter. All approved, motion passed.

Public Comments: Shiela Schneider from The Kaufman Fund presented information on The Kaufman Fund's profound resources for the Veteran Community in the St. Louis, St. Charles, and surrounding counties. Shiela shared insight into The Kaufman Fund events including their Food for Vets program, VetNet Connect Networking event, their upcoming trivia night, Trees for Vets, their golf tournament, and she expressed their major endeavor of "Ruck to the Wall That Heals." Ruck to the Wall That Heals is a massive ruck that will take place on July 24th. The Kaufman Fund is paying tribute to Veterans as they travel to the replica of the Vietnam Veterans Memorial at Jefferson Barracks Park alongside many other local organizations.

Old Business: No Old Business.

New Business:

- Committee Member Ivan Bohlender whom MCed the Memorial Day event felt the Memorial Day Event went well. The committee had no further comments on adjustments for next year.
- The Committee expressed several ideas for getting the Commission and local veterans recognized in the STC NOW Magazine. Committee Member Katrina Evans stated that she has someone that can be followed up with for July's issue.
 - o Committee Member Art Minor stated that he has a fantastic story regarding a lost Purple Heart that he will write and get a picture of for the August issue.
- The Committee stated that they will address planning for the Purple Heart Day Ceremony in July; however, the Committee will investigate a Keynote Speaker.
- Open Discussion led to no new findings.

Date of next meeting is set for July 14th, 2025

Betty Gonzales made a motion to adjourn, seconded by Art Minor. All approved, motion passed.

The meeting adjourned at 6:14 PM.

Approved: _____ Date 8/11/25

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/19/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All

Description:

Notice of Emergency Purchase

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a copy of an Emergency Purchase that has occurred.

Clearspan Fabric Structures International, Inc. - \$137,761.00

For emergency purchase of Salt Dome Cover Panels that were severely damaged during June's storm, immediate replacement to prevent further deterioration and salt dissolution.

The City Council is being notified of this purchase according to City Code of Ordinances, Chapter 145, Section 130(A) - "In the case of an unexpected emergency wherein any delay in purchasing would possibly result in the interruption of or detriment to the public service, the requirements for competitive bidding and awarding contracts may, upon consent of the Mayor, be waived. However, the City Council or Board, as appropriate, shall be notified of the situation at its next regular meeting."

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

Fiscal Impact: \$ 137,761.00 **Change PO #:** 2025-588

Account #: 204-500-501-873199

Project #: _____

RCA prepared by: C. Bray Dept. Dir. ↳ Finance Dir. N/A Dir. of Admin. ↳



Contract # C25-222
(City Clerk will Assign)

**CONTRACT ROUTING SLIP
(PINK PAPER)
EMERGENCY PURCHASE
(SECTION 145.130.A)**

Requesting Department:	Public Works	Department Contact:	MAURA ZACKAVEC
Vendor Name & NWS#:	#25074 - CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC.		
Description/Purpose:	EMERGENCY PURCHASE OF COVER PANELS FOR SALT DOME		
Account #:	204-500-501-873199-		
Project #:	25PWFAC014		
Requesting Waiver of*:	Both - Requirements for Competitive Bidding and Awarding Contract		
*Attach Emergency Purchase Approval Form explaining how the delay in purchasing would possibly result in the interruption of, or detriment to the public service, and how purchase will be made.			
Amount of this Routing:	\$ 137,761.00	Requisition #:	2025588
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	07/03/2025 - 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:	\$ 137,761.00		

Certifications: to be completed by Originating Department Director

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

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

Printed Name: LAWRENCE PERNEY
Signature: *Lawrence Perney* 8/1/2025

ROUTING

	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: <i>Paul Feldmann</i> 8/1/2025 <small>DocuSigned by: LA2629767737424</small>
Department of Law (for Legality only)	DocuSigned by: <i>Holly Maggioni</i> 8/1/2025 <small>25058664367942C</small>
Director of Finance (Funds Available)	DocuSigned by: <i>Jennifer O'Connor</i> 8/1/2025 <small>CSF8E8A408E40D</small>
Director of Administration (Recommend Approval)	DocuSigned by: <i>Lawrence S. Doloresky, Jr.</i> 8/1/2025 <small>3E05A81A58094AA</small>
Mayor (Signature Indicating Approval)	DocuSigned by: <i>Daniel J. Borgmeyer</i> 8/1/2025 <small>8D36AF81A1BD436</small>
City Clerk (Signature, Seal and Contract # Assigned)	DocuSigned by: <i>Kimberly Hudson</i> 8/1/2025 <small>7DE38687A4AF426</small>

Legal has reviewed form of agreement:

MLO

CONTRACT AGREEMENT

This Contract Agreement by and between **ClearSpan Fabric Structures International, Inc.**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner" is effective as of the final date of signature below.

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work to **Replace Roof/Cover on City's Salt Dome** as outlined in Contractor's Quote Number 1159466, a copy of which is attached as Exhibit A.

The work to be done under this Contract consists of Constructing and completing all work described in the proposal, attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed within 60 days for contract approval.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date included in the project timeline for its completion, the party of the first part, the Contractor, shall pay damages to the Owner of One Hundred Dollars (\$100.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the City Representative for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes or acts of Providence shall not be construed as extra time. The amount of such expenses and services shall be determined by the City Representative, shall be reported by the City Representative in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **One Hundred Thirty-Seven Thousand Seven Hundred Sixty-One Dollars and Fifty-Three Cents (\$137,761.53)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

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

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

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

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Representative so certifies, the Owner shall upon certificate of the City

CONTRACT AGREEMENT

Representative, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, except that it shall not constitute a waiver of claims.

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

ARTICLE 6. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #32, must be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

ARTICLE 7. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project.

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

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

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

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of \$2,500 plus an additional \$100 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. Which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

CONTRACT AGREEMENT

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance, or self-insurance, signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

ARTICLE 9. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

ARTICLE 10. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year first above written.

CLEARSPAN FABRIC STRUCTURES
INTERNATIONAL, INC.:

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:
Debbie Haley 7/31/2025
F1C7C6785BFF4BC... Date

DocuSigned by:
Daniel J. Borgmeyer 8/1/2025
8D36AF81A1BD439... Date DS

By: Debbie Haley Senior contract & credit analyst
(Print Name & Title)

Daniel J. Borgmeyer
Mayor



Corporate Attest (if applicable):

By: Date

Attest:
DocuSigned by:
Kimberly Hudson 8/1/2025
70E399BA7AAAF426... Date
City Clerk

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 8/1/2025
C5FB3E8A40BE40D...

CONTRACT AGREEMENT

Director of Finance

Date



City of Saint Charles, Missouri Emergency Purchase Approval Form

Requesting Department: Public Works

For the Purchase of: REPAIR/REPLACEMENT OF COVER WALL PANELS FOR SALT DOME AT
PUBLIC WORKS FACILITY

From: CLEARSPAN

Basis for Emergency Purchase: THE SALT DOME COVER PANELS WERE SEVERELY DAMAGED
IN JUNE'S STORM, REQUIRING IMMEDIATE REPLACEMENT TO PREVENT FURTHER DETERIOR-
ATION AND SALT DISSOLUTION.

Submitted by: Signed by:
Zachary Stanley
DOC 960306764E8
Department Director 7/3/2025

Reviewed by: Signed by:
Paul Feldmann
CA2028078773142A
Purchasing Manager 7/3/2025

Recommend by: DocuSigned by:
Lawrence S. Dobrosky, Jr.
2C2028078773142A
Director of Administration 7/9/2025

Approved by: DocuSigned by:
Daniel J. Borgmeyer
8E2028078773142A
Mayor 7/9/2025

City Code of Ordinances, Chapter 145, Section 145.130 (A) – “In the case of an unexpected emergency wherein any delay in purchasing would possibly result in the interruption of or detriment to the public service, the requirements for competitive bidding and awarding contracts may, upon consent of the Mayor, be waived. However, the City Council or Board, as appropriate, shall be notified of the situation at its next regular meeting.”



Corporate
 703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
 p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com

Customer ID: 9199147
Quote Number: 1159466

QUOTE

Page: 1 of 2

<p>Quote To:</p> <p>CITY OF SAINT CHARLES, MISSOURI 2871 ELM POINT INDUSTRIAL DR SAINT LOUIS MO 63301 UNITED STATES</p> <p>Sales Person: BRAD WILLIAMS Office Phone: 800-603-4445 x1241 BWILLIAMS@CLEARSPAN.COM</p>	<p>Ship To:</p> <p>CITY OF SAINT CHARLES, MISSOURI 2871 ELM POINT INDUSTRIAL DR SAINT CHARLES, MO 63301-4363</p> <p style="text-align: right;">Date: 7/3/2025 Valid for 10 Days</p> <p style="text-align: right;">Quote Total 137,761.53</p>
--	---

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100107	COMPLETE RECOVER PACKAGE 93HK BY 74'6" BLDG FULL KEDER SYSTEM WITH NONFR COVER	1.00	24,376.00	24,376.00
2	100107	NEW END WALL PANELS WITH ASSOCIATED HARDWARE	2.00	8,581.00	17,162.00
3	700007	PREVAILING WAGE RATE REMOVE AND REPLACE COMPLETE COVER AND END PANELS WITH UPGRADED KEDER SYSTEM	1.00	94,845.00	94,845.00

USD

Installation estimate to complete a full recover on a Clearspan building that is 93x74.5. This estimate includes removal of old cover and end walls, as well as installation of new covers and end walls. Our crew is not responsible for any site or foundation work. This is also takes into consideration the limited access on one side of building.

The installation quote is based on the following assumptions: full and unobstructed access to the site for all crew members and equipment; a clear, open work area free from any obstructions; and sufficient space on-site for unloading and staging materials. No foundation work is included in the quoted price. It is also assumed that the project will adhere to the prevailing wage rate of \$58.55/HOUR.

QUOTE - Miscellaneous Charge -	
Description	Ext. Price
1.) Freight	1,378.53



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1 860 760.0046 • f: 1.888.958.1393 • www.clearspan.com

Customer ID: 9199147
Quote Number: 1159466

QUOTE

Page: 2 of 2

Please Note:

**Additional Sales Tax will apply for materials and installation if the project isn't tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*

Lines Total	136,383.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	1,378.53
Quote Total	137,761.53

Certificate Of Completion

Envelope Id: 58D6F7E9-2D20-47E6-B1BE-B17EB161F13B

Status: Sent

Subject: Please DocuSign: Emergency Purchase Form- PWF Salt Dome Cover - ClearSpan

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Maura Zackavec

AutoNav: Enabled

200 N Second St

EnvelopeId 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

7/3/2025 11:22:55 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Zachary Stanley

zachary.stanley@stcharlescitymo.gov

Facilities Superintendent

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

Signed by:
Zachary Stanley
B9DC960306764E8...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Timestamp

Sent: 7/3/2025 11:24:00 AM

Viewed: 7/3/2025 11:27:14 AM

Signed: 7/3/2025 11:27:58 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:
Paul Feldmann
CA2B97B773142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/3/2025 11:28:00 AM

Viewed: 7/3/2025 12:16:02 PM

Signed: 7/3/2025 12:16:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.

lawrence.dobrosky@stcharlescitymo.gov

Director of Administration

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DocuSigned by:
Lawrence S. Dobrosky, Jr.
3E05A81A58094AA...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/3/2025 12:16:44 PM

Viewed: 7/9/2025 3:40:07 PM

Signed: 7/9/2025 3:40:15 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel J. Borgmeyer

dan.borgmeyer@stcharlescitymo.gov

Mayor

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DocuSigned by:
Daniel J. Borgmeyer
8D36AFB1A1BD439...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 7/9/2025 3:40:17 PM

Viewed: 7/9/2025 5:55:04 PM

Signed: 7/9/2025 5:55:22 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Amy Milstead
amy.milstead@stcharlescitymo.gov
Mayor Executive Assistant
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Sent: 7/9/2025 3:40:17 PM

Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/3/2025 11:24:00 AM
Signing Complete	Security Checked	7/9/2025 5:55:22 PM

Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Tourism	Department Contact:	Leigh Anne Carnes
Vendor Name & NWS#:	Alobars		
Description/Purpose:	A/V Equipment at the Foundry Art Centre - Phase II & III		
Account #:	218-380-821-874106		
Project #:	24FNDRY019		
Amount of this Routing:	\$ 75,875.00	Requisition #:	2025/2025578
Contract Type:	Contract Amendment	N/A	Coop#:
Contract Term:	Through 12/31/2025	Renewal Options:	
If Renewal or Amendment: C#	C25-077	Amendment #	1
		Renewal #	
Original Contract Value:	\$25,452.00	Total of Previous Amendments:	\$
Total Contract Value:	\$ 101,327.00		

DS
WJG

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Elizabeth Phelps	Signature: <small>DocuSigned by:</small> Elizabeth Phelps	8/4/2025
--	--	----------

ROUTING

Signature/Date

Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> Paul Feldmann	8/5/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> Holly Magdziary	8/6/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> Jennifer O'Connor	8/6/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> Lawrence S. Dobrosky, Jr.	8/6/2025
City Council Approval on Consent Agenda		
Mayor (Signature Indicating Approval)		
City Clerk (Signature, Seal and Contract # Assigned)		





RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 08/19/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All

Description:

Amendment to increase (Foundry A/V Equipment) contract by \$75,875, for equipment included as Bid Alternates 1, 2, & 3 in IFB 4777.

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 complete the Foundry Art Centre's A/V Project. This will allow us to complete phase II & III. Phase II will address the visual needs of the Foundry Art Centre by upgrading the main laser projector and adding the option for two large screen TVs that will be located at the midway point and towards the back of the Foundry's Grand Hall. Phase III will address the stage lighting - upgrading from the 20 year old system to new LED lighting with touch screen controls. This project will complete the Foundry's new and improved A/V System: new sound, visual capabilities, and lighting.

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

Fiscal Impact: 75,875.00

Requisition # 2025/2025578

Account #: 218-380-821-874106

Project #: 24FNDRY019

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

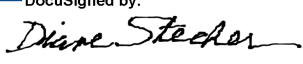
AMENDMENT NO. 1

This First Amendment to Contract C25-077 between the City of St. Charles, Missouri (Owner), and Alobars Incorporated (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 C25-077 in the amount of Seventy-Five Thousand Eight Hundred Seventy-Five Dollars (\$75,875.00), for equipment included as Bid Alternates 1, 2 & 3 in IFB 4777, and further described on Proposal Nos. 24794 and 24819 which are attached and incorporated as Exhibit A. This increases the contract to One Hundred One Thousand Three Hundred Twenty-Seven Dollars (\$101,327.00).
2. All other terms and conditions of Contract C25-077 shall remain in full force and effect.

ALOBARS INCORPORATED:

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:

 3468187CE347459... 8/4/2025

 Diane Stecher Date
 By: _____
 (Print Name and Title)

 Daniel J. Borgmeyer Date
 Mayor

Corporate Attest (if applicable):

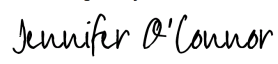
Attest:

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:

 CSFB3E8A40BE40D... 8/6/2025

 Director of Finance Date



716 Hanley Industrial Court
 St. Louis, MO 63144
 314-781-7600 Phone
 314-781-7606 Fax

PROPOSAL

Date	Proposal #
7/24/2025	24819

Name / Address
City of St. Charles Foundry Art Centre 520 N. Main Center St. Charles, MO 63301

VISIT ONLINE
www.alobars.com
Like us on Facebook and Follow us on Twitter

P.O. No.	Terms	Rep	Date Out	Due Back
	See Terms and Conditio...	Ted		

Qty	Item	Description	TOTAL
		SCOPE: looking for guidance on updating AV equipment at the Foundry Art Center. Are you able to do an on-site assessment and provide a proposal CONTACT: Elizabeth 636-255-6110 ephelps@discoverstcharles.com SITE VISIT: Thursday, Jun 6 - 9:00 AM	
1	Installation Materials	LIGHTING CONTROL HP Touch Screen All In One	1,600.00T
1	EN12i	Elation Netron EN12I	1,290.00T
5	WP1DO	Elation Netron Wall Plate DMX Out - Decora	200.00T
1	BS10	Elation Netron BS10 Remote Station, 10 Button	175.00T
1	NS8	Elation Netron NS8 - network switch featuring 8 Gigabit ports and PoE+	690.00T
		Lighting Fixtures (This section has been updated with pricing as of 3/20/25)	
15	EPL260	ADJ EP Lens - 26 degree	5,099.85T
15	EncoreProfileProCol...	ADJ Encore Profile Pro Color	23,249.85T
4	JoltPanelFX2	ADJ Jolt Panel FX2	4,199.96T
3	52418	Altman Lighting Stand - Adjustable 5-9'	1,197.00T
6	AC5PDMX25	AccuCable DMX Cable - 5 Pin DMX Cable - 25'	161.94T
8	AC5PDMX5	AccuCable DMX Cable - 5 Pin DMX Cable - 5'	95.92T
4	AC5PDMX10	AccuCable DMX Cable - 5 Pin DMX Cable - 10'	63.96T

Accepted By: Date: _____ Security Deposit: Due to impending tariffs, prices are good for 7 days. Please talk with your Sales Rep for updated pricing. ALL SALES ARE FINAL	Subtotal
	Sales Tax (0.0%)
	TOTAL



716 Hanley Industrial Court
 St. Louis, MO 63144
 314-781-7600 Phone
 314-781-7606 Fax

PROPOSAL

Date	Proposal #
7/24/2025	24819

Name / Address
City of St. Charles Foundry Art Centre 520 N. Main Center St. Charles, MO 63301

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P.O. No.	Terms	Rep	Date Out	Due Back
	See Terms and Conditio...	Ted		

Qty	Item	Description	TOTAL
5	AC5PDMX100	AccuCable DMX Cable - 5 Pin DMX Cable - 100'	449.95T
4	AC5PDMX50	AccuCable DMX Cable - 5 Pin DMX Cable - 50'	175.96T
	Sales Discount	Discount	-1,674.39
	Rental	Genie	930.00T
1	Installation Materials	Installation Materials	250.00T
	Installation Labor	Labor to Install	2,720.00
		Not Included in this proposal	
		1: Cat 6 Cable to run from Lighting controller to Audio Rack	
		2: Power at all needed locations	
		3: Lift for installing Lights	
		4: Electrician to pull all Cables to needed locations And change Power and Outlets at Lighting Locations	

Accepted By: _____

Date: _____

Security Deposit:

Due to impending tariffs, prices are good for 7 days. Please talk with your Sales Rep for updated pricing. ALL SALES ARE FINAL

Subtotal	\$40,875.00
Sales Tax (0.0%)	\$0.00
TOTAL	\$40,875.00

Thank You for Considering our Services!



716 Hanley Industrial Court
 St. Louis, MO 63144
 314-781-7600 Phone
 314-781-7606 Fax

PROPOSAL

Date	Proposal #
7/24/2025	24794

Name / Address
City of St. Charles Foundry Art Centre 520 N. Main Center St. Charles, MO 63301

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P.O. No.	Terms	Rep	Date Out	Due Back
	See Terms and Conditio...	Ted		

Qty	Item	Description	TOTAL
		SCOPE: looking for guidance on updating AV equipment at the Foundry Art Center. Are you able to do an on-site assessment and provide a proposal CONTACT: Elizabeth 636-255-6110 ephelps@discoverstcharles.com SITE VISIT: Thursday, Jun 6 - 9:00 AM	
2	Installation Materials	FLAT SCREENS MI MI-14009 - Heavy Duty XXL Tilt TV Mount	500.00T
1	Installation Materials	VIDEO Blustream - HPS14CS - 4-Way HDBase™ CSC Splitter - 70m	1,381.00T
1	Installation Materials	Blustream - HEX11WP-TX-US - HDMI Wall Plate HDBase™ Transmitter	739.95T
5	Installation Materials	Blustream - HEX70CS-RX - Receiver	1,529.75T
2	4236FBK0500	West Penn Wire 4236F Cat6+ 23AWG	798.00T
6	HDMI3-FT	Horizon HDMI Cable - 3ft	42.00T
1	HDMI15FT	Horizon HDMI Cable - 15ft	17.00T
4	MP15A	AccuCable Patch Cable - 1/8" to Dual RCA - 15' (iPod Cable)	40.00T
1	Installation Materials	Lowell - USMG-114 - Rack Shelf	101.20T
1	Power2	Radial Power 2 Surge Suppressor & Power Conditioner with LED Light Tray - 1 Front Outlet	109.99T
		PROJECTOR	

Accepted By: Date: _____ Security Deposit: Due to impending tariffs, prices are good for 7 days. Please talk with your Sales Rep for updated pricing. ALL SALES ARE FINAL	Subtotal
	Sales Tax (0.0%)
	TOTAL



716 Hanley Industrial Court
 St. Louis, MO 63144
 314-781-7600 Phone
 314-781-7606 Fax

PROPOSAL

Date	Proposal #
7/24/2025	24794

Name / Address
City of St. Charles Foundry Art Centre 520 N. Main Center St. Charles, MO 63301

VISIT ONLINE
www.alobars.com
Like us on Facebook and Follow us on Twitter

P.O. No.	Terms	Rep	Date Out	Due Back
	See Terms and Conditio...	Ted		

Qty	Item	Description	TOTAL
1	Installation Materials	Vivitek DU9800Z-BK - Black Laser Projector - 18000 lumens, DLP DarkCHip3 WUXGA HDMI/DVI-D/HDBaseT x 1, 3G-SDI, VGA in, VGA Out, Control- w/o Lens	23,975.00T
1	Installation Materials Sales Discount	Vivitek Standard Lens 3797886100-SVK Discount	3,095.00T -2,625.89
1	VCMU	PROJECTOR MOUNT Chief Projector Mount - Heavy Duty Mount for 65+ Pounds	664.00T
1	Installation Materials	Al Chief CMS1012W - Adj. Pipe 120" to 144" - White	333.00T
1	Installation Materials	AL Chief CMA360 - I-beam clamp from 4"-12"	380.00T
1	Rental Installation Materials Installation Labor	Genie Lift Installation Materials Labor to Install	1,000.00T 200.00T 2,720.00
		Not Included in this proposal 1: Power at all needed locations 2: Lift for installing Projector & TV 3: Electrician to pull all Cables and install wall boxes at all needed locations 4: Flat Screens are to be provided by FAC and installed before Alobars comes in to install equipment.	

Accepted By: _____

Date: _____

Security Deposit:

Due to impending tariffs, prices are good for 7 days. Please talk with your Sales Rep for updated pricing.
ALL SALES ARE FINAL

Subtotal	\$35,000.00
Sales Tax (0.0%)	\$0.00
TOTAL	\$35,000.00

Thank You for Considering our Services!

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

Contract # C25-077

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 3/17/2025
C5FB3E6A40BE40D...

Director of Finance Date



CITY OF SAINT CHARLES, MISSOURI

**INVITATION FOR BID
IFB 4777**

JANUARY 31, 2025

**Notice of Invitation for Bid (IFB)
Electrical Upgrades at 101 S Main St.
for the City of St. Charles, Missouri**

The City of St. Charles, Missouri is accepting bids from qualified contractors to provide and install new audio and visual upgrades to the Foundry Art Centre. Bids will be received until **2:00 p.m., City Time, on Tuesday, February 11, 2025** at City Hall.

The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a bid if the submitter fails to furnish any required data required by the IFB, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all bids or parts thereof.

JS

INVITATION FOR BID
Audio Visual Upgrades – Foundry Art Centre

I. Scope of Work

The City is requesting bids to provide and install new audio and visual upgrades at the Foundry Art Centre.

Bidder shall also provide training on how to operate the new equipment. Bidder shall be responsible to remove and dispose of any site debris on a daily basis. Bidder shall ensure that work areas are properly and sufficiently barricaded to protect the public from any hazardous conditions.

II. Inquiries

Any questions related to the IFB shall be submitted to Willie Hantack, Purchasing Manager, at [redacted]. In the event it is necessary to revise any portion of this IFB, addenda will be provided to all Vendors who received the original IFB via the City's website. If you received this IFB by means other than the bid system, addenda will be available on the City's website at:



III. Pricing

In submitting this Bid, Bidder represents that:

1. Certificate of Independent Price Determination

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

2. Prices

- A. The price or prices specified in this quotation are firm and are not subject to contingency or reservation. Bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the quantity specified for delivery. Further, the Bidder, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

IV. Schedule of Activities

Release and advertisement of IFB:	February 1, 2025	
Deadline for clarifying questions:	February 6, 2025	3:00 PM
Bid submission deadline:	February 11, 2025	2:00 PM

[REMAINDER OF PAGE INTENTIONALLY BLANK]



V. Bid Submission

By signing the Bid Form, Bidder certifies that it will comply with all terms and conditions, scope of services and all other specifications of this IFB and any subsequent award or contract. The IFB and bid will become an integral part of the contract.

1. Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851**; prior to 2:00 p.m., City time, on Tuesday, February 11, 2025.
2. Envelopes must be clearly marked on the outside, "**BID 4777**", with the date of the bid opening on the envelope.
3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.
4. The bid opening will be on Tuesday, February 11, 2025, at 2:00 p.m., City time, on the first floor at City Hall.
5. Bid tabulation sheets will be available online following the bid opening here:
6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.
7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.
8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

VI. Laws and Ordinances, Regulations, Licensing Fees

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

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

Bidder acknowledges that the award of any City contract requires compliance with Section 208.009 R.S.Mo. which requires providing the City with affirmative proof that the person signing the contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the contract.

Bidder shall comply with Sections 285.525 through 285.550 R.S.Mo. regarding enrollment in a federal work authorization program. Notice and instructions for proposers are attached to this IFB.

Pursuant to Section 292.675 R.S.Mo., Bidder shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project. The Bidder will forfeit a penalty to the City of Saint Charles of \$2,500 plus an additional \$100 for each employee employed by the Bidder or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

The City of Saint Charles shall not be responsible for any fees, charges, money, etc. due, resulting from any service provided under the provision of this contract.

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

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

VII. Assignment of Contract

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.

VIII. Waiver

The City of Saint Charles reserves the right to reject any or all bids.

The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

IX. Termination of Contract

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

X. Method of Award

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

XI. Indemnification

Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

XII. Additional Information

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected. Bidder shall clearly identify any deviations from the specifications in this IFB.

Bids are subject to the terms and conditions of this IFB, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

XIII. Response Material Ownership

All responses, inquiries or correspondence relating to, or in reference to, this IFB, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the Bidders shall become the property of the City when received. The City shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this IFB. Selection or rejection of a bid shall not affect these rights.



XIV. Proprietary Information

All material submitted in response to this IFB will become public record and will be subject to inspection after a contract is executed or all bids are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R.S.Mo. for the request and approval by the Purchasing Manager. The total bid, cost or pricing information will not be considered proprietary.

XV. Delivery

All deliveries shall be F.O.B. destination: Saint Charles City location unless otherwise stated.

XVI. Payment Terms

Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated.

XVII. Buy American Policy

On October 22, 1987, the City of Saint Charles enacted Ordinance No. 87-205 and adopted a "Buy American" policy that is codified as Code Section 145.080.B, which states: The City encourages the purchase of products manufactured, assembled or produced in the United States.

XVIII. Submission of Bids and Supplemental Materials

Bids shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Purchasing Office. Submission or distribution by the Bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

XIX. Discrimination Policy

The City advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

XX. Non-Appropriation

Notwithstanding other terms to the contrary, the obligation of the City under the contract awarded shall cease immediately for a fiscal year in which the City Council does not, for any reason, appropriate funds for the contract or any of its renewals.

XXI. Insurance

The successful bidder must provide two (2) properly executed certificates of insurance prior to the signing of the contract with the City.

Liability Insurance:

The Bidder and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the Bidder or subcontractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the Bidder or subcontractor, their employees, agents or assigns.

The Bidder shall carry adequate public liability and property damage insurance for the joint and several benefit of the Bidder and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Bidder in protecting the City from damage or injury claims. The City shall have the right to require the Bidder to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the Bidder in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Bidder and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the Bidder's public liability and property damage insurance covering the work. The Bidder shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that the Bidder is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Bidder's Bodily Injury Liability and Property Damage Liability Insurance:
 - 1) Injury or death of one person \$500,000
 - 2) Injury to more than one person in a single accident \$3,000,000
 - 3) Property damage, per accident. \$3,000,000

- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - 1) Injury or death of one person \$500,000
 - 2) Injury to more than one person in a single accident \$3,000,000
 - 3) Property damage, per accident. \$3,000,000

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

- 1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.
- 2. The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.
- 3. The insurance evidenced by this certificate expressly includes person injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.
- 4. A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.
- 5. The City must be listed on all Certificates of Insurance as additional insured.
- 6. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

XXII. Missouri Prevailing Hourly Wage Rates

The proposal for this Contract shall be based upon the required payment by the Bidder for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.262, RSMo 1994. A schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract. Annual Wage Order #31.

Effective August 28, 2018, the provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the City for the total project is in the amount of \$75,000.00 or less. For any awarded bid in the amount of \$75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of \$75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of \$75,000.00.

XXIII. Transient Employers

Every transient employer, as defined in Section 285.230 RSMo., shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

XXIV. Bid Security

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the City of Saint Charles, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if the bid is accepted. Failure to submit bid bond will result in rejection of bid.

XXV. Performance & Payment Bonds

Per City Code of Ordinance Section 145.020, "On all contracts for public work of any kind to be performed for the City, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), every Bidder entering into contract with the City for any such public work shall execute therewith and file in the office of the City Clerk a bond, with good and sufficient sureties to be approved by the City Attorney, in an amount equal to the contract price for such work and conditioned among other things for the faithful performance of the contract, the payment of any and all materials incorporated, consumed or used in connection with the construction of such work and all insurance premiums, both for compensation and for all other kinds of insurance, on the work and for all labor performed in such work, whether by subcontractor or otherwise."

XXVI. Form of Contract

The Bidder shall enter into a contract that includes all of the representations and information submitted with the bid. This IFB document shall become an integral part of the contract between the City and the Bidder.



BID FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Invitation for Bid Number 4777 and to all the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, delivery, removals, dumping, fuel surcharges, insurance, traffic control, safety items, and all other related items necessary for Audio Visual Upgrades at the Foundry Art Centre in accordance with the specifications attached herein at the following price(s):

Qty	Item	Price	Installation Price	Total Price
4	Blaze Audio CBL528 Loudspeaker - White	\$ 3996	\$ 480	\$ 4476
4	Chief CMA395 Mount	\$ 256	\$ 40	\$ 296
4	Peerless PWA-14-Wall Mount Arm OR WJM 022	\$ 480	\$ 60	\$ 540
4	Peerless Extension Pole-6inch	\$ 70	\$ 15	\$ 85
4	Peerless Connector-Column Extension	\$ 80	\$ 15	\$ 95
1	Blaze PowerZone Connect 6008-6000 W DSP-enabled Class-D amplifier with 8 channels	\$ 3999	\$ 480	\$ 4479
4	Horizon connector-Neutrik (F)	\$ 40	\$ 15	\$ 55
2	Blaze Audio CBL528 Loudspeaker - White	\$ 1998	\$ 240	\$ 2238
2	Chief CMA395 Mount	\$ 128	\$ 20	\$ 148
2	Peerless PWA-14-Wall Mount Arm OR WJM 022	\$ 240	\$ 40	\$ 280
2	Peerless Extension Pole-6inch	\$ 35	\$ 15	\$ 50
2	Peerless Connector-Column Extension	\$ 40	\$ 15	\$ 55
1	Blaze-PowerZone Connect 3004-Amplifer	\$ 2399	\$ 290	\$ 2689
2	2 Horizon Connector - Neutrik (F)	\$ 20	\$ 15	\$ 35
1	Allen & Heat AHM32	\$ 1999	\$ 240	\$ 2239
1	Allen & Heath Slink Card	\$ 300	\$ 50	\$ 350
1	Allen & Heath Remote Audio for SQ - 16 preamps, 8 XLR line out	\$ 1899	\$ 230	\$ 2129
1	Luxul XWR1200 Wireless Router - Dual Band	\$ 186	\$ 25	\$ 211
1	Luxul SW100-08P PoE Switch - 8 port	\$ 209	\$ 35	\$ 244
2	Shure SLXD24D Dual Hand Held System	\$ 2758	\$ 330	\$ 3088

4	Shure Part – Lithium-Ion Battery for SLX-D	\$ 180	\$ 25	\$ 205
2	Shure SBC203 Dual Docking Recharging Station for SB903 Lithium-Ion Battery	\$ 254	\$ 40	\$ 294
1	Shure Antenna – Splitter/Combiner Kit	\$ 179	\$ 25	\$ 204
2	Shure Antenna – ½ Wave Omni Antenna, 2' BNC/BNC Cable, 25' BNC/BNC Cable, WA371 Mounting Clip (470-1100 MHz)	\$ 614	\$ 125	\$ 739
2	Shure Mic Flange – 3" Diameter, Heavy Duty, Black	\$ 28	\$ 15	\$ 43
10	Horizon Mic Cable LO-Z – 3ft	\$ 160	\$ 25	\$ 185
TOTAL BASE BID				\$ 25452
ALTERNATE 1				
2	MI MI-14009 – Heavy Duty XXL Tilt TV Mount	\$ 480	\$ 60	\$ 540
TOTAL ALTERNATE 1				\$ 540
ALTERNATE 2				
1	Bluestream – HPS14CS – 4-Way HDBaseT CSC Splitter – 70mm	\$ 987	\$ 120	\$ 1107
4	Bluestream – HEX100CS RX – Receiver	\$ 1766	\$ 210	\$ 1976
1	Bluestream – HEX11WP-TX-US – HDMI Wall Plate HDBaseT Transmitter	\$ 450	\$ 55	\$ 505
1	Bluestream – HEX70CS-RX – Receiver	\$ 310	\$ 40	\$ 350
2	West Penn Wire 4236F Cat6+ 23AWG	\$ 798	\$ 95	\$ 893
6	Horizon HDMI Cable – 3ft	\$ 36	\$ 15	\$ 51
1	Horizon HDMI Cable – 15ft	\$ 15	\$ 15	\$ 30
4	AccuCable Patch Cable – 1/8" to Dual RCA – 15' (iPod Cable)	\$ 32	\$ 15	\$ 47
1	Sonnoc SNP-18K – Black DLP 1Chip WUXGA 18000 Lumens, Dual Laser HDMI/USB/HDBaseT x 1, #G-SDI, RJ45 control – w/o Lens	\$ 25454	\$ 2133 26380	\$ 27587
1	Sonnoc Lens	\$ 4110	\$ 495	\$ 4605
1	Chief Mount VCTUB – Universal Toolless Mount – Black	\$ 592	\$ 70	\$ 662
1	AI Chief CMS1012W – Adj. Pipe 120" to 144" – White	\$ 245	\$ 40	\$ 285
1	AL Chief CMA115W	\$ 55	\$ 15	\$ 70
TOTAL ALTERNATE 2				\$ 38168
ALTERNATE 3				

1	HP Touch Screen All in One	\$ 1400	\$ 170	\$ 1570
1	Elation Netron EN12I	\$ 1040	\$ 125	\$ 1165
5	Netron WP1DO	\$ 160	\$ 25	\$ 185
1	Elation Netron BS10 Remote Station, 10 Button	\$ 152	\$ 25	\$ 177
1	Elation Netron NS8 – network switch featuring 8 Gibabit ports and PoE+	\$ 590	\$ 70	\$ 660
15	ADJ EP Lens – 26 degree	\$ 4200	\$ 500	\$ 4700
15	ADJ Encore Profile Pro Color	\$ 20250	\$ 2030	\$ 22280
4	ADJ Jolt Panel FX2	\$ 3520	\$ 420	\$ 3940
3	Altman Lighting Stand – Adjustable 5-9'	\$ 690	\$ 80	\$ 770
4	AccuCable SMX Cable – 5 Pin DMX Cable – 25'	\$ 96	\$ 15	\$ 111
8	AccuCable SMX Cable – 5 Pin DMX Cable – 5'	\$ 96	\$ 15	\$ 111
4	AccuCable SMX Cable – 5 Pin DMX Cable – 10'	\$ 72	\$ 15	\$ 87
2	AccuCable SMX Cable – 5 Pin DMX Cable – 15' - PRO	\$ 64	\$ 15	\$ 79
TOTAL ALTERNATE 3				\$ 35835

Indicate form of proposer:

- Sole Proprietor
- Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)
- Partnership
- Corporation (Attach a Copy of Annual Registration Report with Proposal) *included in packet*
- Other: _____

Full Legal Name of Proposer: Alobars Incorporated

Street Address: 716 Hanley Industrial Ct.

City/State/Zip Code: St. Louis, MO 63144

City of St. Charles business license number: n/a
(if located within city)

Last 4 Digits of FEIN or SSN: 0989

Telephone: 314.781.7600

Name: DIANE STECHER Title: PRESIDENT

Signature: Diane Stecher Date: 2-7-2025

Email Address: diane@alobars.net

JS

John R. Ashcroft Secretary of State
2023-2024 BIENNIAL REGISTRATION REPORT
BUSINESS

00350681
Date Filed: 3/8/2023
John R. Ashcroft
Missouri Secretary of State

I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2023

00350681
ALOBAR'S INCORPORATED
DIANE STECHER
716 HANLEY INDUSTRIAL COURT
ST. LOUIS MO 63144

RENEWAL MONTH: JANUARY	
<input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE	
PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *	
716 Hanley Industrial Ct (Required)	
STREET	
Saint Louis MO	63144-1904
CITY / STATE	ZIP

2 If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent _____
IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS		BOARD OF DIRECTORS *	
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u>		NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u>	
A		B	
<u>PRESIDENT</u>	Stecher, Diane 6003 Kensington Way Imperial MO 63052	<u>NAME</u>	Stecher, Diane 6003 Kensington Way Imperial MO 63052
<u>SECRETARY</u>	Stecher, Diane 6003 Kensington Way Imperial MO 63052	<u>NAME</u>	
<u>VICE PRESIDENT</u>	Stecher, Diane 6003 Kensington Way Imperial MO 63052	<u>NAME</u>	
<u>TREASURER</u>	Stecher, Diane 6003 Kensington Way Imperial MO 63052	<u>NAME</u>	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

Authorized party or officer sign here Diane M. Stecher (Required)

Please print name and title of signer: Diane M. Stecher / President

NAME TITLE

REGISTRATION REPORT FEE IS:

___\$40.00 If filed on or before 4/30/2023

___\$55.00 If filed on or before 5/31/2023

___\$70.00 If filed on or before 6/30/2023

___\$85.00 If filed on or before 7/31/2023

ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): _____

John R. Ashcroft Secretary of State
2023-2024 BIENNIAL REGISTRATION REPORT
BUSINESS

00350681
ALOBAR'S INCORPORATED
DIANE STECHER
716 HANLEY INDUSTRIAL COURT
ST. LOUIS MO 63144

	OFFICERS (Continued) NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).	BOARD OF DIRECTORS (Continued) NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).
3	<u>OFFICER</u> Stecher, Diane STREET 6003 Kensington Way CITY/STATE/ZIP Imperial MO 63052	<u>DIR.</u> STREET CITY/STATE/ZIP

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

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

ADJ	Elation	Sonnoc
Allen+ Heath	Horizon	West Penn Wire
AccuCable	HP	
Blaze Audio	Luxul	
BluStream	Peerless	
Chief	Shure	

Warranty for Equipment/Materials and Work: Alobars Labor - 90 days West Penn Wire - 10 years

ADJ 2 years	BluStream - 5 years	Luxul - 3 years
Allen+ Heath - 1 year	Chief - 1 year	Peerless - 5 years
AccuCable - limited lifetime	Elation - 2 years	Shure - 1 year
Blaze - 5 years	HP - 1 year	Sonnoc - 5 years

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

n/a

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

REFERENCES

Please provide references for similar work in the last 3 years (attach additional pages, if necessary).

Company: St. Charles Convention Center
Contact Person: Connie Barber
Phone: 636-669-3006
E-Mail: cbarber@stcharlesconventioncenter.com

Company: Friendship Village Senior Services
Contact Person: Rick Ware
Phone: 314-270-7812
E-Mail: warerick@fvstl.com

Company: Twin Rivers Worship Center
Contact Person: Ben Kinsey
Phone: 314-372-6553
E-Mail: bkinsey@twinnivers.church

Company: Villa Duchesne School
Contact Person: Dominic Key
Phone: 314-810-3454
E-Mail: dkey@villa1929.org

Company: Magic House
Contact Person: Beth Fitzgerald - President
Phone: 314-288-2524
E-Mail: beth@magichouse.org

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

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), "No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

"Business Entity" is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

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

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

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF Missouri)
)ss
COUNTY OF ST. LOUIS)

Before me, the undersigned Notary Public, DIANE STECHER (Name) personally appeared who is PRESIDENT (Title) of ALOBARS INCORPORATED (Company Name), and after being sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

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

Diane Stecher
Signature (Person with Authority)

DIANE STECHER
Printed Name

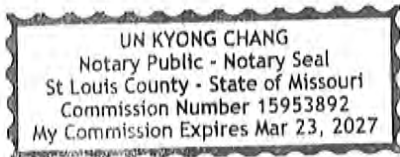
PRESIDENT
Title

2/7/2025
Date

Subscribed and sworn to before me this 11th day of Feb 2025 (Month, Year).

My commission expires:
March 23, 2027

Un Kyong Chang
Signature of Notary Date



PROOF OF LAWFUL PRESENCE - 208.009 RSMo

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

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

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

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

Business Name: <i>Alobars Incorporated</i>			
Last Name <i>Stecher</i>	First <i>Diane</i>	Initial <i>m</i>	Maiden Name <i>—</i>
Address (Street Name & Number) <i>716 Hanley Industrial Ct.</i>			
City <i>St. Louis</i>	State <i>Mo</i>	Zip Code <i>63144</i>	
Date of Birth (MM/DD/YYYY) <i>11/16/1963</i>		(Check all that apply to signer and company): <input checked="" type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input type="checkbox"/> All Employees are authorized to work in U.S.	
Signature <i>Diane Stecher</i>		Date <i>2/7/25</i>	
<input checked="" type="checkbox"/> I have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

CITY STAFF- Record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits <u>and</u> attach a copy of the documentation.				
A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document: _____		Missouri Driver's License <input type="checkbox"/>		Document: <u>Passport</u>
Expiration: _____		Expiration: _____		Expiration: <u>10/15/2034</u>
CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*				
Signature of City Staff Person: <i>Paul Feldmann</i>		Print Name: Paul Feldmann		Date: 2/14/2024
*NOTE TO CITY STAFF: If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.				



ADDENDUM NO. 1

**RFP NO. 4777
AUDIO VISUAL UPGRADES – FOUNDRY ART CENTRE**

FEBRUARY 5, 2025

This addendum forms a part of the IFB Documents and modifies previously issued documents. Acknowledgment of this addendum is required with proposal submission. Failure to return this signed document will result in rejection of proposal.

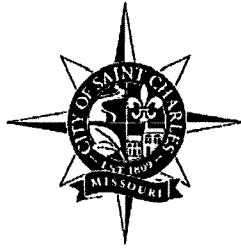
- This Addendum provides responses to all questions submitted prior to the 3:00 pm deadline on Thursday, February 6, 2025.

	Question	Answer
1	I see that there is no Prebid meeting listed. I would like to walk the site to see the space and hopefully meet with an individual who may be able to provide insight into where components would be installed.	If you wish to walk through the site, please contact Elizabeth Phelps at (636) 255-6110
2	Can you confirm that this bid does include full installation, commissioning and training of the proposed system. I don't see any line item for this services	This bid should include installation, commissioning, training, and would love a cost for troubleshooting any issues that arise i.e. hourly call out costs.
3	Can we propose substitutions of items or is this a fixed bid?	Alternate equipment will be allowed, as long as it meets or exceeds the functionality of the equipment listed.

We, the undersigned, acknowledge the receipt of the Addendum #1 to IFB No. 4777 as dated.

By: Diana Stecker
 Title: PRESIDENT
 Company Name: ALOBARS INCORPORATED
 Date: 2-11-25

Please contact the Purchasing Office with any additional questions or concerns.



ADDENDUM NO. 2

RFP NO. 4777

AUDIO VISUAL UPGRADES – FOUNDRY ART CENTRE

FEBRUARY 10, 2025

This addendum forms a part of the IFB Documents and modifies previously issued documents. Acknowledgment of this addendum is required with proposal submission.

- This Addendum modifies bid security requirements of the IFB. Stricken text on the following page(s) shall be considered deleted from the Bid Specifications.
- With the bid security adjustment, bidders shall not be required to submit a bid bond with their bid.
- Bidders may email this acknowledged Addendum #2 to paul.feldmann@stcharlescitymo.gov

We, the undersigned, acknowledge the receipt of the Addendum #2 to IFB No. 4777 as dated.

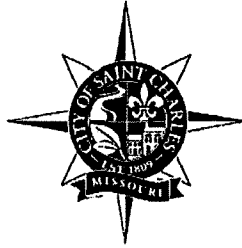
By: Marie Stecker
 Title: President
 Company Name: ALOBAR'S INCORPORATED
 Date: 2-11-2025

Please contact the Purchasing Office with any additional questions or concerns.

Paul Feldmann, Purchasing Manager
 City of St. Charles
paul.feldmann@stcharlescitymo.gov

XXIV. Bid Security

~~Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the City of Saint Charles, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if the bid is accepted. Failure to submit bid bond will result in rejection of bid.~~



ADDENDUM NO. 3

**BID NO. 4777
AUDIO VISUAL UPGRADES – FOUNDRY ART CENTRE**

FEBRUARY 11, 2025

This addendum forms a part of the Bid Documents and modifies previously issued documents. Acknowledgment of this addendum is required with Bid submission. Failure to return this signed document will result in rejection of Bid.

This Addendum extends the deadline for bids as follows:

Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851; prior to 2:00 p.m., City time, on ~~Tuesday, February 11, 2025~~ Thursday, February 13, 2025.**

Addendum 3 may also be submitted via email to paul.feldmann@stcharlescitymo.gov

We, the undersigned, acknowledge the receipt of the Addendum #3 to Bid No. 4777, as dated.

By: Diana Stecher
Title: President
Company Name: Alobars Incorporated
Date: 2-11-25

Please contact the Purchasing Office with any additional questions or concerns.

Paul Feldmann, Purchasing Manager
City of St. Charles
paul.feldmann@stcharlescitymo.gov

Certificate Of Completion

Envelope Id: C781DAA2-7952-4046-B0EA-8A33C6C23223
Subject: Please DocuSign: Yellow-CRS-Alobars Incorporated Contract Amendment
Source Envelope:
Document Pages: 34
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Leigh Anne Carnes
200 N Second St
Saint Charles, MO, MO 63301
lcarnes@discoverstcharles.com
IP Address: 35.130.51.195

Record Tracking

Status: Original
8/1/2025 8:55:21 AM

Holder: Leigh Anne Carnes
lcarnes@discoverstcharles.com

Location: DocuSign

Signer Events

Diane Stecher
diane@alobars.net
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

3488187CE347459...

Timestamp

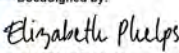
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Viewed: 8/4/2025 2:53:22 PM
Signed: 8/4/2025 2:55:13 PM

Signature Adoption: Drawn on Device
Using IP Address: 96.35.179.158

Electronic Record and Signature Disclosure:

Accepted: 8/4/2025 2:53:22 PM
ID: e6d7ddea-a38a-43ac-85e6-6a86ebec4a6c

Elizabeth Phelps
ephelps@discoverstcharles.com
Tourism Assistant Director
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)

DocuSigned by:

0473EB324F1D48D...

Sent: 8/4/2025 2:55:17 PM
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Signed: 8/4/2025 3:17:13 PM

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

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack
William.Hantack@stcharlescitymo.gov
Audit & Accounting Manager
City of Saint Charles, MO
Signing Group: Senior Financial Analysts
Security Level: Email, Account Authentication
(None)

DS


Sent: 8/4/2025 3:17:17 PM
Viewed: 8/4/2025 3:33:25 PM
Signed: 8/4/2025 3:35:17 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann
paul.feldmann@stcharlescitymo.gov
Purchasing Manager
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)

Signed by:

CA2B397B773142A...

Sent: 8/4/2025 3:35:21 PM
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Signed: 8/5/2025 8:46:13 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**

Mary Ann Ohms
maryann.ohms@stcharlescitymo.gov
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)



Sent: 8/5/2025 8:46:16 AM
Viewed: 8/6/2025 8:14:32 AM
Signed: 8/6/2025 8:15:54 AM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)



Sent: 8/6/2025 8:15:59 AM
Viewed: 8/6/2025 12:24:17 PM
Signed: 8/6/2025 12:25:52 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

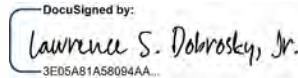


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Signed: 8/6/2025 12:57:09 PM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



Sent: 8/6/2025 12:57:14 PM
Viewed: 8/6/2025 1:59:51 PM
Signed: 8/6/2025 2:00:03 PM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Emily B. Galantowicz
emily.galantowicz@stcharlescitymo.gov
Assistant City Clerk
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

Sent: 8/6/2025 2:00:07 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel J. Borgmeyer
dan.borgmeyer@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray

carla.bray@stcharlescitymo.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 8/6/2025 12:57:13 PM

Viewed: 8/6/2025 2:30:05 PM

Amy Milstead

amy.milstead@stcharlescitymo.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

8/1/2025 2:04:33 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of St Charles (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lawrence.perney@stcharlescitymo.gov

To advise SHI OBO City of St Charles of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lawrence.perney@stcharlescitymo.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SHI OBO City of St Charles

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO City of St Charles

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lawrence.perney@stcharlescitemo.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of St Charles as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of St Charles during the course of your relationship with SHI OBO City of St Charles.

CITY OF ST. CHARLES
INTERDEPARTMENTAL COMMUNICATION

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: August 11, 2025

Subject: Monies collected and deposited July, 2025

Remarks: The Municipal Division collected and deposited a total of **\$112,752.74** from the court during the month of ***July, 2025***

GRAND TOTAL DISBURSED TO CITY FOR JULY, 2025 \$99,004.63

MISSOURI JUDICIARY
 ST. CHARLES CITY MUNICIPAL
 CIRCUIT COURT DISBURSEMENT LISTING
 SUMMARY REPORT
 FROM 01-Jul-2025 TO 31-Jul-2025

ST CHARLES CITY MUNICIPAL
 Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Law Enf Arrest-Local	5020	266.75	(1)
Restitution	5034	1,901.31	(10)
Due To Debt Collection	5074	2,804.00	(23)
Clerk Fee-Municipal	6002	3,199.53	(1)
Court Automation	6008	4,595.11	(1)
CVC Surcharge State	6016	4,680.49	(1)
CVC Surcharge Muni	6018	98.64	(1)
Law Enf Arrest-Local	6020	1,404.91	(1)
LET-County	6022	1,300.00	(1)
POST-State	6024	656.40	(1)
Dom Viol - Muni	6032	2,600.43	(1)
Fine-Muni Ordin Other	6040	41,193.48	(1)
Inmate Security Fund	6056	1,298.50	(1)
Overpayment	6068	23.90	(1)
Clerk Fee-E/R	6102	4,677.84	(1)
CVC Surcharge-E/R	6118	144.24	(1)
Fines-E/R	6141	40,696.41	(1)
Overpayments Detail Code	7506	81.07	(5)
Bond Forfeit-E/R	9201	2,000.00	(1)
Bonds Forfeited	9202	100.00	(1)
Bonds Refunded	9204	7,100.83	(80)
Total Checks Voided			
Checks Without APDC Code		0.00	(27)
Restitution	5034	-570.07	(6)
Due To Debt Collection	5074	-369.83	(3)
Overpayments Detail Code	7506	-30.37	(3)
Bonds Refunded	9204	-7,407.03	(90)
Net Cash Out		112,446.54	(264)

+ 304.20 Bonds Not Refunded will be voided
 + 112,750.74 END OF MONTH DISBURSEMENTS

Confidential - For Court Use Only
 Information Displayed Per User Security Authorization

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: St. Charles City Municipal	Reporting Period: Jul 1, 2025 - Jul 31, 2025	
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303				
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303			County: St. Charles County	Circuit: 11
Telephone Number:		Fax Number:		
Prepared by: Miranda Scott		E-mail Address: MIRANDA.SCOTT@COURTS.MO.GOV		
Municipal Judge: NICHOLAS BROCKMEYER				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		160	8,062	2,154
B. Cases (citations/informations) filed		6	593	94
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		5	395	62
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		1	211	1
6. dismissed by court		0	16	7
7. <i>nolle prosequi</i>		0	38	11
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		6	660	81
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		160	7,995	2,167
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	220	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	408	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	6,952			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: Jul 1, 2025 - Jul 31, 2025
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$40,696.41	Court Automation	\$4,595.11
Clerk Fee - Excess Revenue	\$4,677.84	Due To Debt Collection	\$2,434.17
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$144.24	Law Enf Arrest-Local	\$1,671.66
Bond forfeitures (paid to city) - Excess Revenue	\$2,000.00	Overpayment	\$23.90
Total Excess Revenue	\$47,518.49	Total Other Disbursements	\$8,775.54
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	
Fines - Other	\$41,193.48	Bond Refunds	(\$306.20)
Clerk Fee - Other	\$3,199.53	Total Disbursements	\$112,446.54
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$656.40		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$4,680.49		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$98.64		
Law Enforcement Training (LET) Fund surcharge	\$1,300.00		
Domestic Violence Shelter surcharge	\$2,600.43		
Inmate Prisoner Detainee Security Fund surcharge	\$1,298.50		
Restitution	\$1,331.24		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$100.00		
Total Other Revenue	\$56,458.71		

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:

Attest:

Holly Magdziarz 7/30/25
Holly Magdziarz, City Attorney Date

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	14-00220
PROF. DESIGN FIRM	14-00220
PROF. ENGINEER	14-00220
PROF. SURVEYOR	14-00220
PROF. LAND SURVEYOR	14-00220
PROF. CIVIL ENGINEER	14-00220
PROF. ELECTRICAL ENGINEER	14-00220
PROF. MECHANICAL ENGINEER	14-00220
PROF. CHEMICAL ENGINEER	14-00220
PROF. INDUSTRIAL ENGINEER	14-00220
PROF. METALLURGICAL ENGINEER	14-00220
PROF. NUCLEAR ENGINEER	14-00220
PROF. AERONAUTICAL ENGINEER	14-00220
PROF. AEROSPACE ENGINEER	14-00220
PROF. AGRICULTURAL ENGINEER	14-00220
PROF. ARCHITECTURAL ENGINEER	14-00220
PROF. BIOMEDICAL ENGINEER	14-00220
PROF. CIVIL ENGINEER	14-00220
PROF. ELECTRICAL ENGINEER	14-00220
PROF. MECHANICAL ENGINEER	14-00220
PROF. CHEMICAL ENGINEER	14-00220
PROF. INDUSTRIAL ENGINEER	14-00220
PROF. METALLURGICAL ENGINEER	14-00220
PROF. NUCLEAR ENGINEER	14-00220
PROF. AERONAUTICAL ENGINEER	14-00220
PROF. AEROSPACE ENGINEER	14-00220

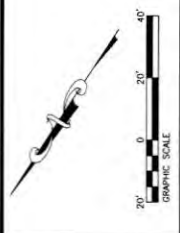
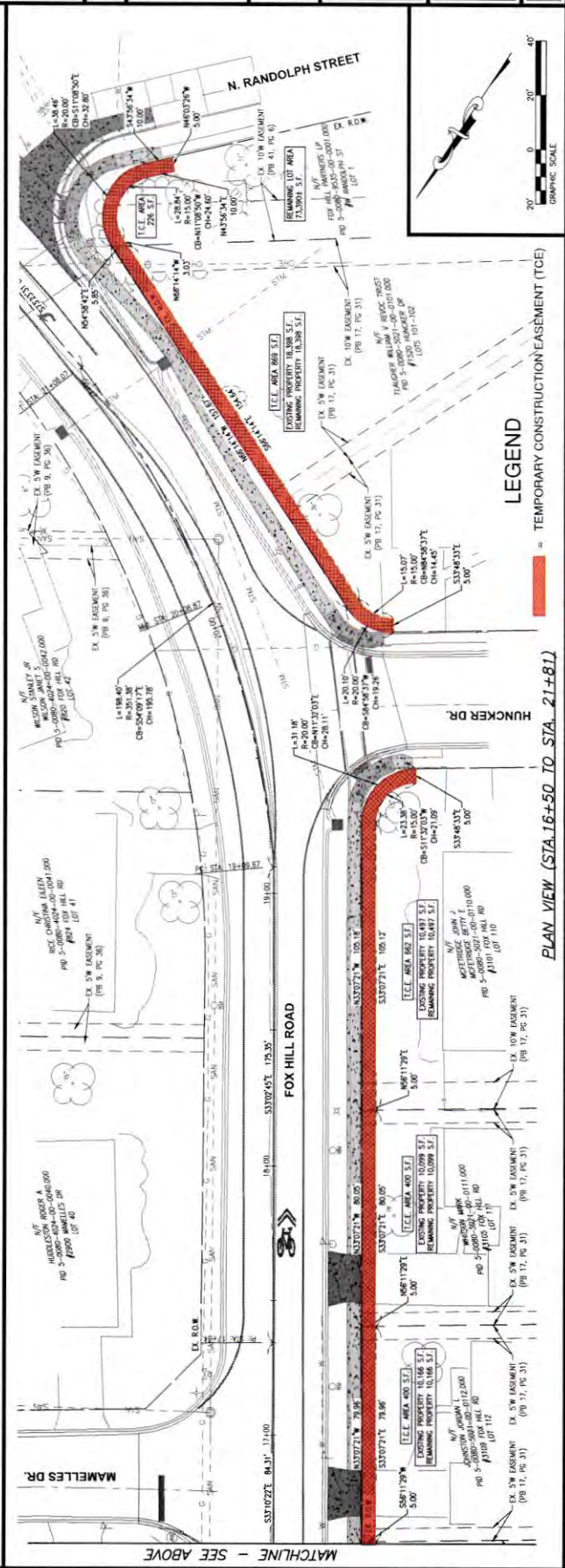
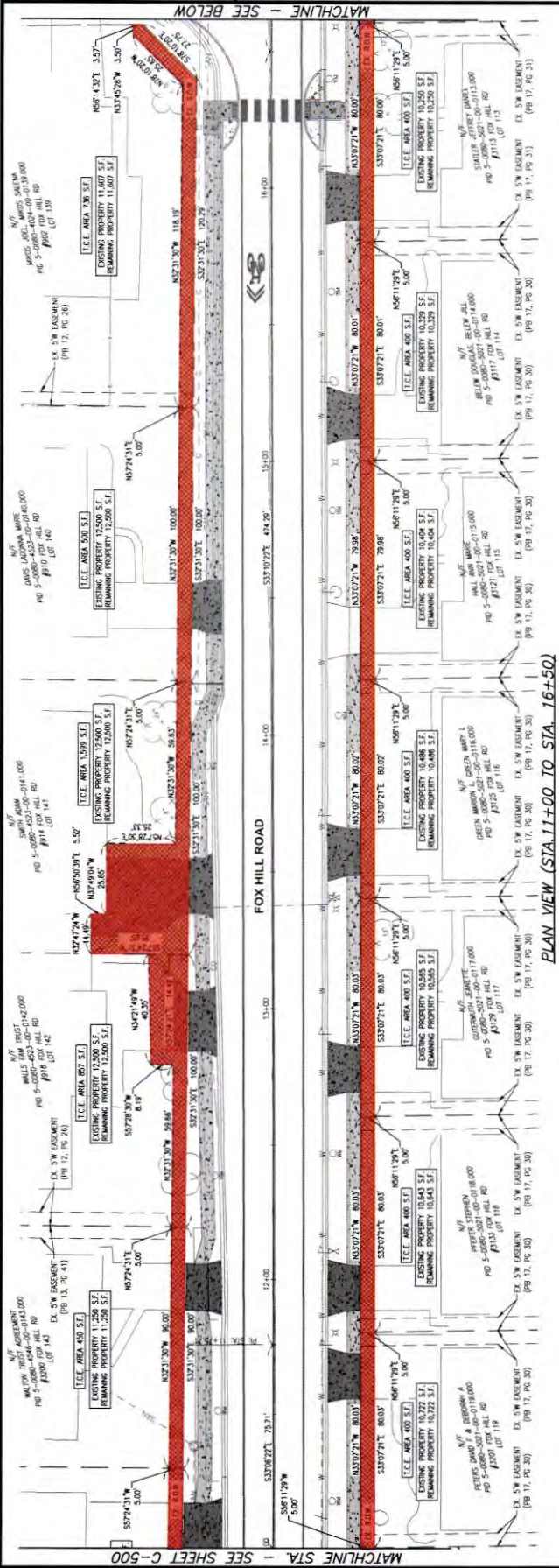
SIGNATURE	
DATE SIGNED	
EXPIRES	
ISSUED FOR REVIEW	
REV	DATE
DESCRIPTION	

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



LEGEND

█ = TEMPORARY CONSTRUCTION EASEMENT (TCE)

PLAN VIEW (STA. 16+50 TO STA. 21+81)

RCA FORM (OFFICE USE ONLY)

Bill # 14003

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 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 MO
SHEET NO.
14
PROJECT NO.
224027
TAP-7303(673)
PROJECT VOL.
N/A

ST. CHARLES
FRENCHTOWN

DATE
DESCRIPTION

DATE DESCRIPTION
MSSOURI DESIGN FIRM LICENSE NO. 001196
MSSOURI LAND SURVEY CORP LICENSE NO. 000275



ROW PLANS
PARCEL SUMMARY
SHEET 1 OF 7

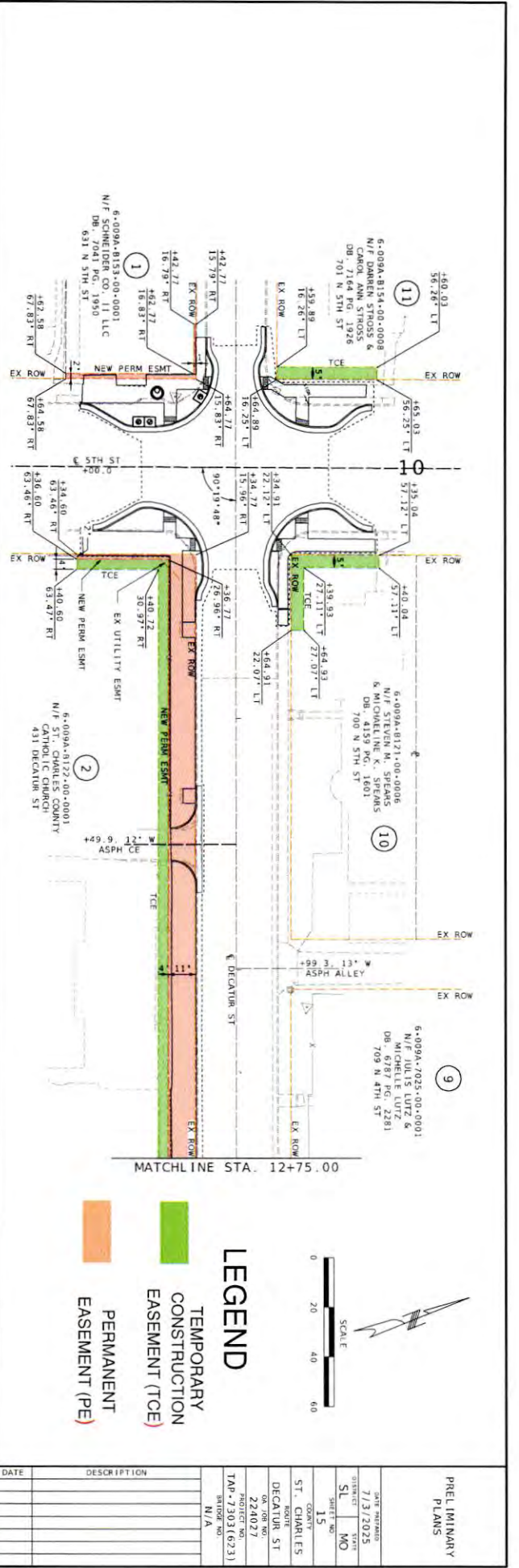
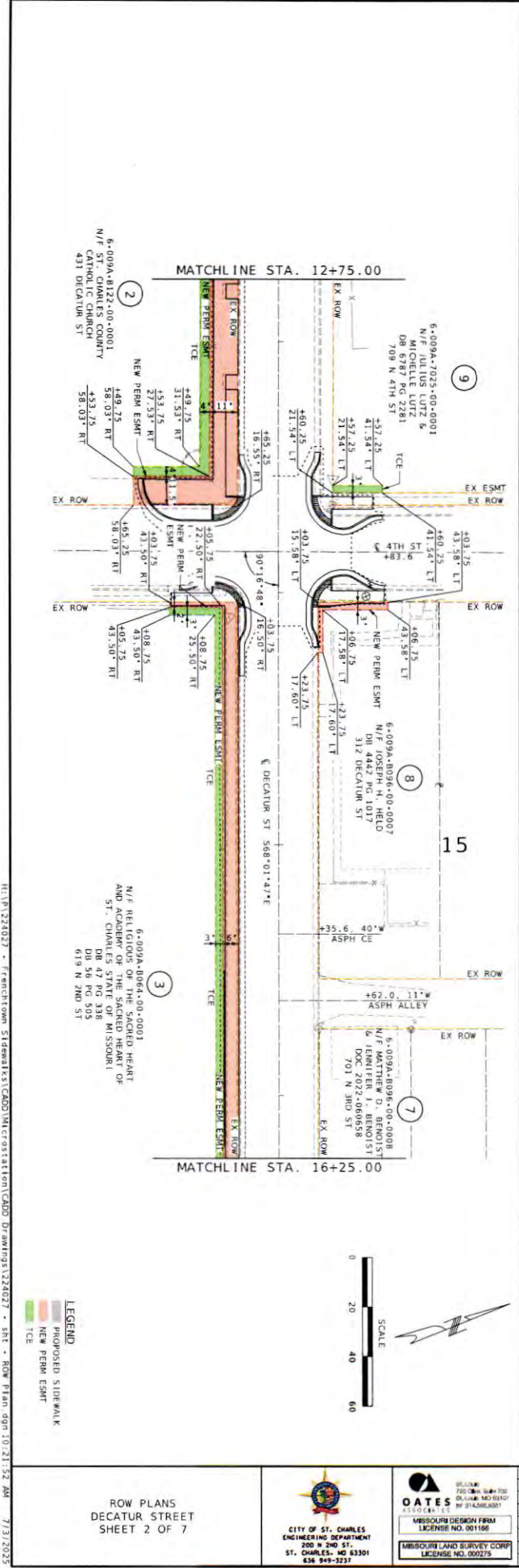
REV. 5/15/2025
H:\17224027 - Frenchtown Sidewalks\CADD\Interpretation\CADD Drawings\17224027 - sft - ROW Takings.dgn 3:51:48 PM 5/15/2025

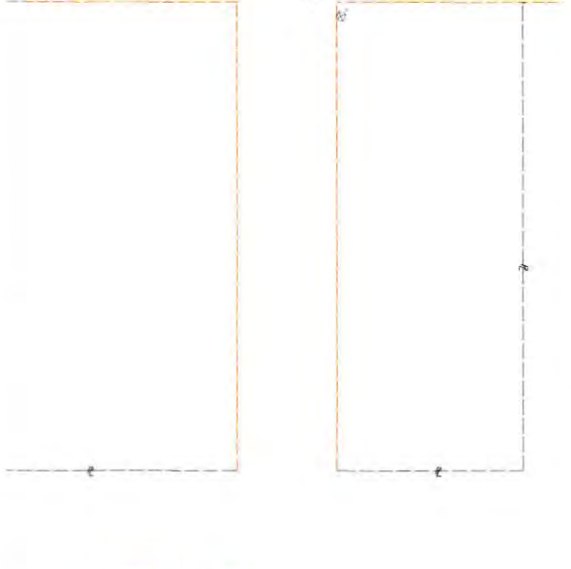
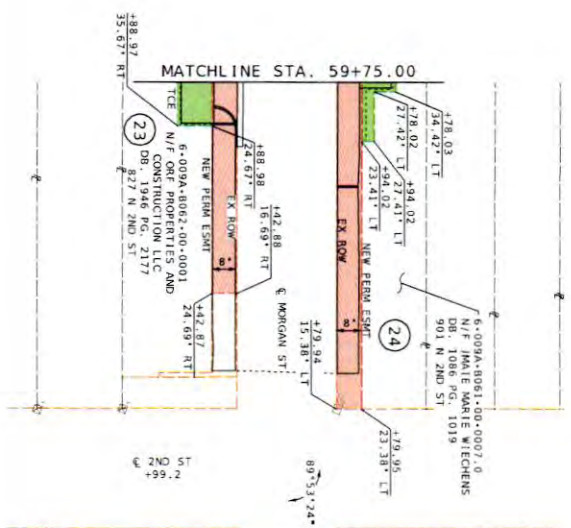
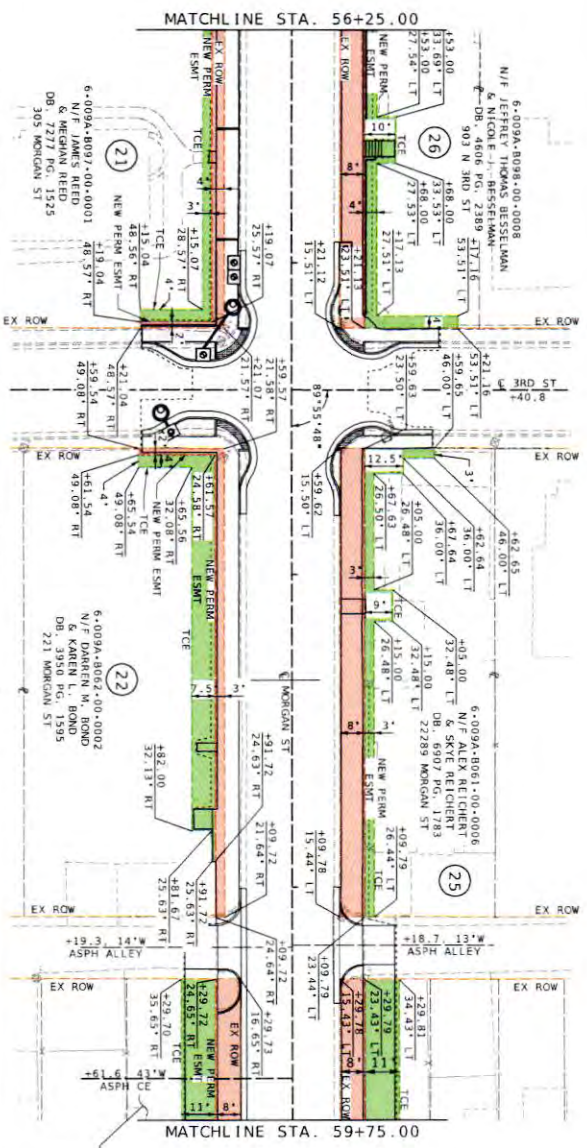
FRENCHTOWN SIDEWALK IMPROVEMENTS PARCEL SUMMARY

PARCEL #	PARCEL ID	OWNER NAME	EXISTING AREA (ACRES)	REMOVED AREA (ACRES)	NET TAKINGS (SQ FT)	TOT. AREA (SQ FT)	REMOVING AREA (ACRES)
1	600A-8120-0001	SCHNEIDER LLC	0.18	0	154	0	0.18
2	600A-8120-0001	ST CHARLES COUNTY COLLEGE/CHRONICLE STATE NEWS	3.62	0	4,099	1,041	3.32
3	600A-8094-00001	RELIGION OF THE SACRED HEART AND CATHOLIC OF THE SACRED HEART OF ST. CHARLES STATE OF MISSOURI	10.42	0	13,900	1,390	10.42
4	600A-8090-00008	ST CHARLES COUNTY COLLEGE/CHRONICLE STATE NEWS					
5	600A-8090-00009	JACOB WOODS					
6	600A-8090-00004	WEST FAVOR BROTHERS INCORPORATED	0.15	0	208	0	0.15
7	600A-8090-00008	MATTHEW B. & ANNE M. HENRY	0.12	0	0	131	0.12
8	600A-8090-00007	JOSEPH A. KELO	0.17	0	114	0	0.17
9	600A-1200-00001	JULIA & MICHAEL LITZ	0.35	0	0	60	0.35
10	600A-8120-00008	STROMAL & MICHAEL K. STROMAL	0.18	0	0	200	0.18
11	600A-8150-00009	DANIEL & CINDY ANN BRIGGS	0.20	0	0	200	0.20
12	600A-8150-00001	PAUL G. LYNCH	0.13	0	0	201	0.13
13	600A-8120-00003	JAMES & SUEA PELLIERS	0.17	0	0	127	0.17
14	600A-8120-00004	LAWRENCE V. MALDONADO INC/ESTADOR	0.12	0	0	138	0.12
15	600A-8120-00003	DANIEL HOME SOLUTIONS LLC/EMERSON WORKMAN	0.10	0	0	133	0.10
16	600A-8120-00002	JAYNE & BRADLEY LEWIS	0.10	0	0	131	0.10
17	600A-8120-00001	CONTRERAS PARTNERS	0.10	0	72	99	0.10
18	600A-8097-00004	DOMINGO ORTIZ & PABLO MALDONADO	0.23	0	119	242	0.11
19	600A-8097-00003	TOSCO L. TORRES & SIBIRYANCO	0.23	0	208	100	0.23
20	600A-8097-00002	HERN & YERGENE LLC	0.15	0	200	241	0.15
21	600A-8097-00001	JAMES L. ANDERSON	0.47	0	664	121	0.47
22	600A-8097-00002	DANIELA & KAREN L. BOND	0.18	0	900	979	0.18
23	600A-8097-00001	OMP PROMPTING AND CONSTRUCTION LLC	0.12	0	960	893	0.12
24	600A-8097-00003	JAMES WALTER WICKSTEIN	0.09	0	1,201	264	0.09
25	600A-8097-00008	ALEX & BRIEF REICHERT	0.18	0	1,198	618	0.18
26	600A-8090-00009	JEFFREY THOMAS & NICOLE S. BRISBEN/DAVE	0.14	0	1,198	621	0.14
27	600A-8090-00007	DAVE W. & JACQUEE L. CLANK	0.12	0	245	135	0.12

FRENCHTOWN SIDEWALK IMPROVEMENTS PARCEL SUMMARY

PARCEL #	PARCEL ID	OWNER NAME	EXISTING AREA (ACRES)	REMOVED AREA (ACRES)	NET TAKINGS (SQ FT)	TOT. AREA (SQ FT)	REMOVING AREA (ACRES)
28	600A-8090-00008	THOMAS & ALBERTA H. MORTGELL	0.14	0	210	118	0.14
29	600A-8090-00009	DAVE & LYNN THOMAS	0.18	0	960	509	0.18
30	600A-8110-00011	DAVID D. UNDERHILL	0.29	0	240	200	0.29
31	600A-8110-00012	GABRIELLE COLLINS	0.29	0	240	200	0.29
32	600A-8110-00009	ANTHONY DEBAMONDI	0.18	0	480	128	0.18
33	600A-8110-00007	EMERALD PALM INVESTMENT TRUST	0.11	0	325	423	0.11
34	600A-8110-00008	WANTYNE INC	0.23	0	622	827	0.23
35	600A-8110-00006	CATHERINE L. MCCOY TRUSTEE OF THE CATHERINE L. MCCOY TRUST	0.20	0	0	322	0.20
36	600A-8110-00001	KATHERINE D. CALDWELL/COLEMAN TRUST	0.16	0	0	325	0.16
37	600A-8090-00001	ST CHARLES COUNTY					
38	600A-8090-00004	TOLBERT FAMILY LP	0.29	0	695	194	0.29
39	600A-8110-00021	CITY OF ST CHARLES					
40	600A-8110-00015	CITY OF ST CHARLES					
41	600A-8110-00001	ADRIAN A. MALDONADO & NICOLE TERNETZ	0.22	0	71	142	0.22
42	600A-8110-00002	DOROTHY A. WICKSTEIN/REBEK	0.18	0	92	123	0.18
43	600A-8100-00001	NIS PARTNERSHIP	0.21	0	79	130	0.21
44	600A-8090-00001	JOHN C. & CYNTHIA E. MORTGAGE	1.11	0	416	209	1.11
45	600A-8090-00001	A V & E LLC	1.04	0	215	87	1.04
46	600A-8090-00003	RESERVION LP/LLC	0.13	0	297	121	0.13
47	600A-8090-00004	DANIEL G. GENTLE	0.12	0	480	460	0.12
48	600A-8110-00009	KURT A. ANDERSON	0.20	0	462	302	0.20
49	600A-8110-00008	SHAM PROPERTIES LLC	0.14	0	442	441	0.14
50	600A-8110-00003	NICKOLE M.C.	0.20	0	342	1312	0.20
51	600A-8110-00002	MICHAEL PALCE	0.13	0	209	146	0.13
52	600A-8110-00001	WINDHAM/ALDONADO COMPANY/ANTHONY AND WENDY	0.18	0	729	1,620	0.18





REV. DATE DESCRIPTION

PRELIMINARY PLANS

DATE PREPARED: 7/3/2025
 DRAWN BY: MO
 SHEET NO: 18
 CITY: ST. CHARLES
 COUNTY: MORGAN ST

PROJECT NO: 224027
 OWNER: N/A

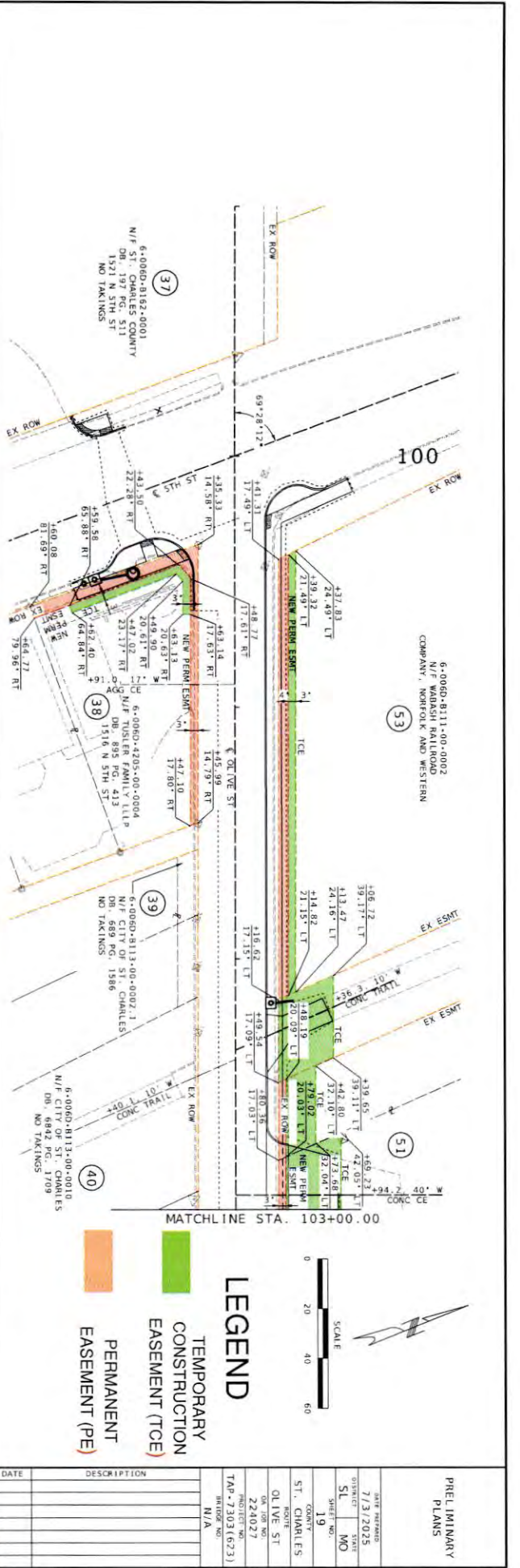
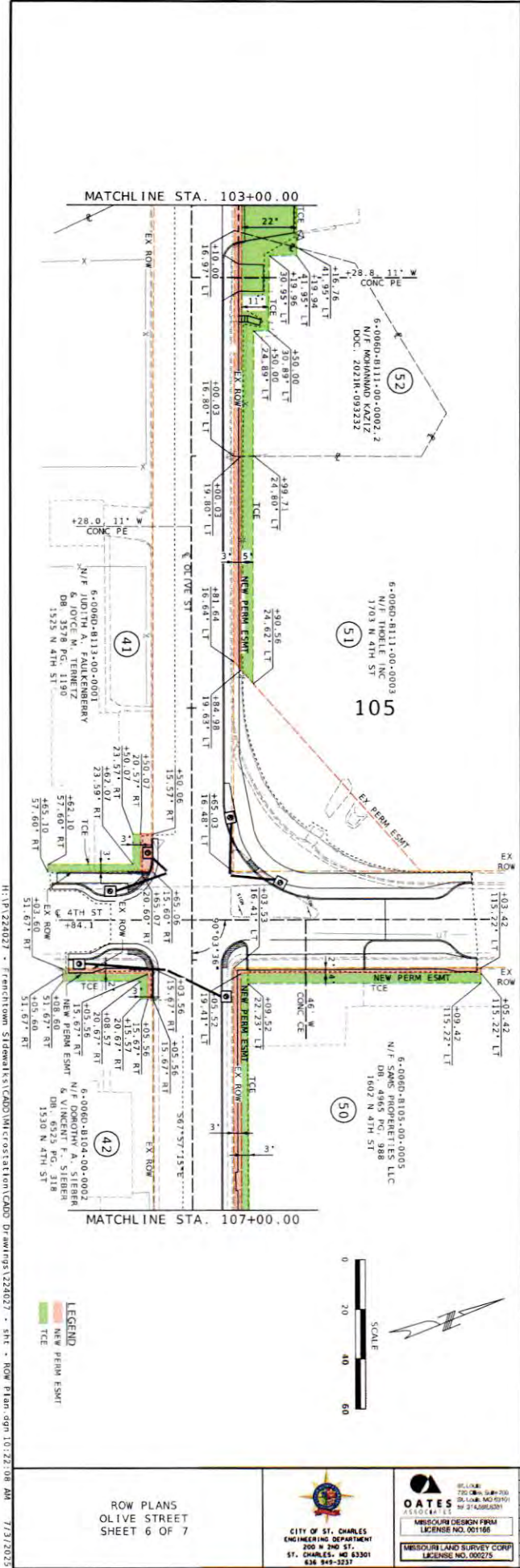
DATE: 7/3/2025

DESCRIPTION: MORGAN STREET

CITY OF ST. CHARLES
 ENGINEERING DEPARTMENT
 700 N 2ND ST.
 ST. CHARLES, MO 63301
 636 949-3257

OATES
 MISSOURI DESIGN FIRM
 LICENSE NO. 001168

MISSOURI LAND SURVEY CORP.
 LICENSE NO. 000275



ROW PLANS
OLIVE STREET
SHEET 6 OF 7

CITY OF ST. CHARLES
ENGINEERING DEPARTMENT
215 N 2ND ST
ST. CHARLES, MO 63301
636 949-3237

OATES
ASSOCIATES
MISSOURI DESIGN FIRM
LICENSE NO. 001166
MISSOURI LAND SURVEY CORP
LICENSE NO. 090225

DATE	DESCRIPTION

DATE PREPARED: 7/3/2025
DISTRICT: MO
SHEET NO.: 19
PROJECT NO.: 224027
TAP: 7303(623)
DRAWN BY: N/A
CHECKED BY: N/A

OLIVE ST
CITY OF ST. CHARLES

PRELIMINARY
PLANS

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.

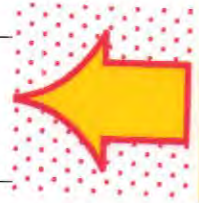
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS FOLLOWS:

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



**SIGN
HERE**

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

(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

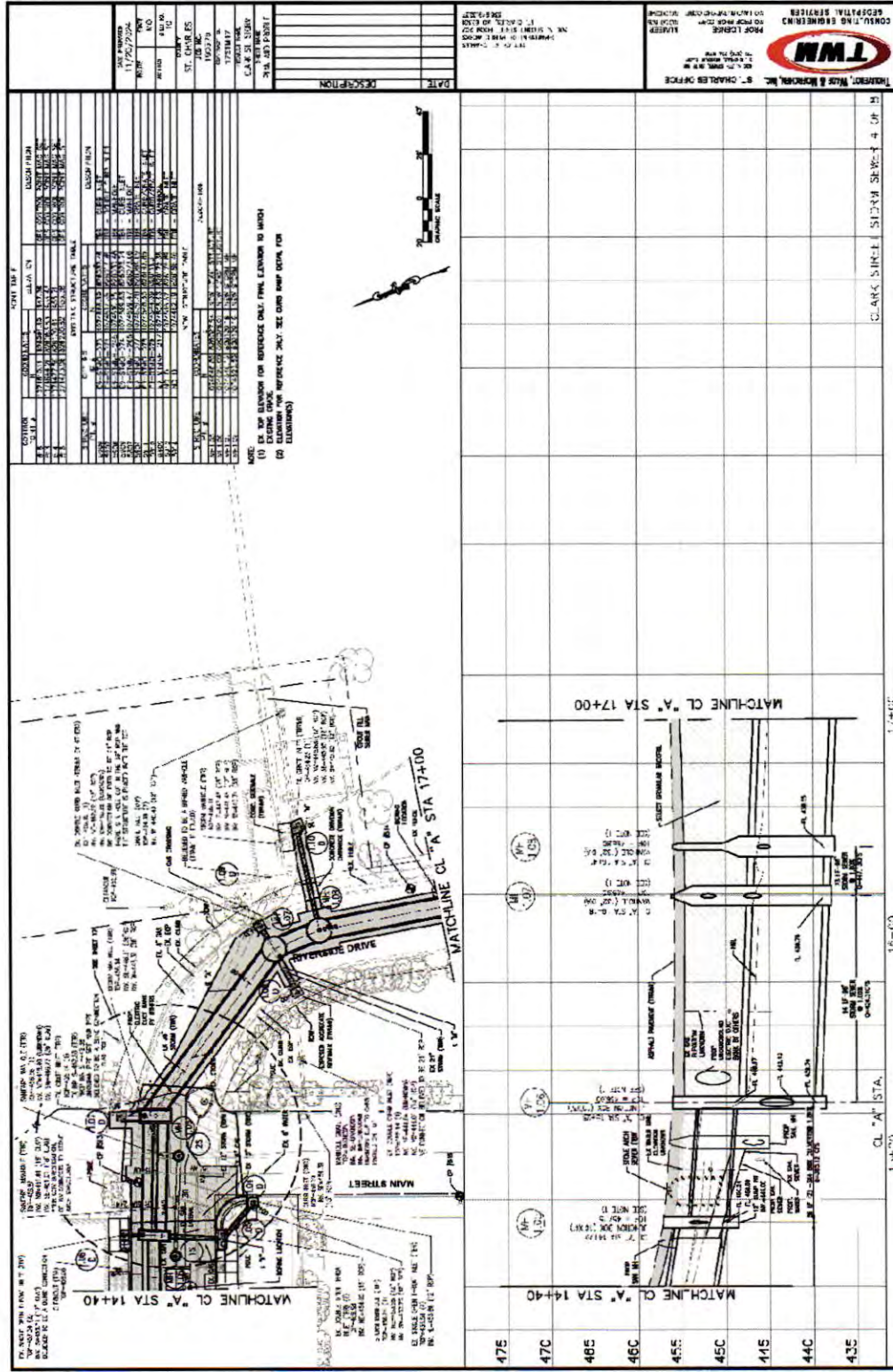


Exhibit C

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

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

SELLER:

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

PURCHASER:

ANISSA PATEL and ANAND PATEL

Anissa Patel Date

Attest:

Kimberly Hudson, City Clerk

Anand Patel Date

Approved as to Legal Form:

Holly Magdziarz, City Attorney Date