

AGENDA

Regular Session of the City Council of the City of Saint Charles, Missouri
Council Chambers – 4th Floor – City Hall – 200 North Second Street
Tuesday, September 16, 2025
7:00 p.m.

**All persons who desire to provide public comment
Must complete a Speaker's Card in its entirety and present it to the City Clerk
Prior to the 7:00 p.m. start of the City Council meeting to be eligible to speak**

1. ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS/AWARDS/PROCLAMATIONS

A. Proclamation Declaring September 2025 as Ovarian Cancer Awareness Month in the City of Saint Charles, Missouri

B. A Proclamation Declaring September 17-23, 2025 as Daughters of the American Revolution (DAR) Constitution Week in the City of Saint Charles, Missouri

4. PUBLIC COMMENTS - 3 Minute Limit Per Person

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

5. REPORT OF THE MAYOR

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

7. PUBLIC HEARING – 5 Minute Limit per Person

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

A. An Ordinance Fixing And Establishing the Rate and Levying the Taxes For The General Revenue Funds and for the Various Special Funds of and for the City Of Saint Charles, Missouri, For The Year Two Thousand And Twenty-Five (***Council Bill 14006***)

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
 - 1. Council Work Session of September 2, 2025
 - 2. Regular City Council Meeting of September 2, 2025
 - 3. Closed Session Meeting Minutes (Work Session) of July 1, 2025
 - 4. Closed Session Meeting Minutes (Regular Session) of July 1, 2025

- B. Receipt of Reports from Boards, Commissions and Committees
 - 1. Greater Saint Charles Convention & Visitors Commission Meeting of May 22, 2025
 - 2. Greater Saint Charles Convention & Visitors Commission Meeting of June 26, 2025
 - 3. Greater Saint Charles Convention & Visitors Commission Meeting of July 24, 2025
 - 4. Senior Citizen Advisory Commission Meeting of August 12, 2025

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

- D. Approval of Contracts and Easements
 - 1. A Contract with Excel Signs & Service LLC for the Purchase of Two (2) Historic District Signs and One (1) Electronic Message Board (EMB Board) in an Amount Not to Exceed \$111,535.00

- E. Preliminary Plats

- F. Miscellaneous

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

BILL 14006

AN ORDINANCE FIXING AND ESTABLISHING THE RATE AND LEVYING THE TAXES FOR THE GENERAL REVENUE FUNDS AND FOR THE VARIOUS SPECIAL FUNDS OF AND FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE YEAR TWO THOUSAND AND TWENTY-FIVE. (*SPONSOR: MICHAEL GALBA*)

BILL 14007

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-2” TWO-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT “R-1E” SINGLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 12,600 SQUARE FOOT TRACT OF LAND LOCATED AT 975 LINDENWOOD AVENUE. (*SPONSOR: BILL OTTO*)

BILL 14008 – Application WITHDRAWN by the Applicant. No Council Action Required. (Supplemental RCA Attached)

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY CRG CUMULUS, LLC, APPROXIMATELY 1.26 ACRES OF LAND GENERALLY LOCATED ON THE WEST SIDE OF HAYFORD ROAD AND APPROXIMATELY 1,450 FEET NORTH OF ELM POINT ROAD. (SPONSOR: JUSTIN FOUST)

BILL 14009 – Application WITHDRAWN by the Applicant. No Council Action Required. (Supplemental RCA Attached)

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “I-1/WHP” LIGHT INDUSTRIAL DISTRICT AND WITHIN THE WELLHEAD PROTECTION DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “A” AGRICULTURAL DISTRICT AN APPROXIMATE 1.26 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WEST SIDE OF HAYFORD ROAD AND APPROXIMATELY 1,450 FEET NORTH OF ELM POINT ROAD. (SPONSOR: JUSTIN FOUST)

BILL 14010

AN ORDINANCE AMENDING SECTION 135.050 OF THE CODE OF ORDINANCES PERTAINING TO THE POWERS AND DUTIES OF THE MUNICIPAL JUDGE AND, SPECIFICALLY, WITH RESPECT TO THE APPOINTMENT OF COUNSEL FOR AN INDIGENT DEFENDANT. (SPONSORS: JUSTIN FOUST AND DENISE MITCHELL)

12. BILLS FOR INTRODUCTION

BILL 14011

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (CLEMENT MANAGEMENT SERVICES, LLC PROJECT), SERIES 2025, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (SPONSOR: JUSTIN FOUST)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

- A. Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its attorneys (RSMo 610.021(1))
- B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021(2))

- C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021(3))
- D. Preparation, including any discussions or work product, on behalf of the Council or its representatives for negotiations with employee groups (RSMo 610.021(9))
- E. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected (RSMo 610.021(12))
- F. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021(13))

17. ADJOURNMENT

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

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

Posted: Thursday, September 11, 2025 – 5:00 p.m.

RCA FORM (OFFICE USE ONLY)

Bill # 14006

MEETING/DATE: 9/2/2025

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): MICHAEL GALBA

Description:

AN ORDINANCE FIXING AND ESTABLISHING THE RATE AND LEVYING THE TAXES FOR THE GENERAL REVENUE FUNDS AND FOR THE VARIOUS SPECIAL FUNDS OF AND FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE YEAR TWO THOUSAND AND TWENTY-FIVE.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Establishment of annual property tax rate as follows:

General	.4148
Public Park Maintenance	.1788
Debt Service	<u>.1613</u>
	<u>.7549</u>
Special Business District (1)	.2800
Special Business District (2)	.2800

Please see attached documentation for additional information.

Proforma for Mayor signature and Clerk certification with County Assessor will be forwarded once received from State Auditor.

State Law requires certification of tax rate to be delivered to County no later than Oct. 1.

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

Fiscal Impact: N/A

Account #: various

Project #: N/A

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

Bill No. 14006

Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE FIXING AND ESTABLISHING THE RATE AND LEVYING THE TAXES FOR THE GENERAL REVENUE FUNDS AND FOR THE VARIOUS SPECIAL FUNDS OF AND FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE YEAR TWO THOUSAND AND TWENTY-FIVE.

WHEREAS, the City Council for the City of Saint Charles, Missouri, conducted a public hearing on September 16, 2025 on the proposed tax rate for the year 2025 in accordance with Sections 67.110 and 137.073 of the Revised Statutes of the State of Missouri; and

WHEREAS, in the year 2024 the tax rate for the General Fund was set and fixed at the rate of Forty-Two and 66/100 Cents (\$0.4266) on each One Hundred Dollars (\$100.00) of said assessment and valuation; the tax rate for the Public Park Fund was set and fixed at the rate of Eighteen and 39/100 Cents (\$0.1839) on each One Hundred Dollars (\$100.00) of said assessment and valuation; and the tax rate for the Bond Redemption Fund was set and fixed at the rate of Sixteen and 13/100 Cents (\$0.1613) on each One Hundred Dollars (\$100.00) of said assessment and valuation; and

WHEREAS, for the year 2025, the assessed valuation of property within the City has increased by approximately 6.6% and the City Council of the City of St. Charles, Missouri desires to set its tax rates for the General, Public Park and Bond Redemption Funds so as to produce approximately the same amount of taxes as produced in 2024; and

WHEREAS, the proposed 2025 tax rate for the General Fund is at the tax rate of Forty-One and 48/100 Cents (\$0.4148) and the proposed rate for the Public Park Fund is at the tax rate of Seventeen and 88/100 Cents (\$0.1788); and

Now, Therefore, Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. That there is hereby levied on all Class A property in the City of Saint Charles, State of Missouri, made taxable by law for state purposes, on the assessment and valuation therefore heretofore made and established, taxes for the year Two Thousand and Twenty-Five at the rates respectively, to and for the various funds and purposes, as follows, to-wit:

- A. For the General Revenue Fund of said City being for ordinary purposes, the rate is fixed at Forty-One and 48/100 Cents (\$0.4148) on each One Hundred Dollars (\$100.00) of said assessment and valuation.
- B. For the Public Park Fund of said City, the rate is fixed at Seventeen and 88/100 Cents (\$0.1788) on each One Hundred Dollars (\$100.00) of said assessment and valuation.

C. For the Bond Redemption Funds of said City, the rate is fixed at Sixteen and 13/100 Cents (\$0.1613) on each One Hundred Dollars (\$100.00) of said assessment and valuation.

SECTION 2. There is hereby levied on all Class B property in the City of Saint Charles, State of Missouri, made taxable by law for state purposes, on the assessment and valuation therefore heretofore made and established, taxes for the year Two Thousand and Twenty-Five at the rate of one-tenth (1/10) of the rates levied against Class A property.

SECTION 3. That there is hereby fixed and levied on all owners of real property within the Main Street Special Business District boundaries as set out in Section 610.010 of the Code of Ordinances of the City of Saint Charles, Missouri, excluding all properties used exclusively for residential purposes as defined in Section 610.020 of the Code of Ordinances of the City of Saint Charles, Missouri, on the assessment and valuation therefore heretofore made and established, Main Street Special Business District taxes for the year Two Thousand and Twenty-Five at the rate of Twenty-Eight Cents (\$0.28) on each One Hundred Dollars (\$100.00) of said assessment and valuation.

SECTION 4. That there is hereby fixed and levied on all owners of real property within the Frenchtown Special Business District boundaries as set out in Section 610.080 of the Code of Ordinances of the City of Saint Charles, Missouri, excluding all properties used exclusively for residential purposes as defined in Section 610.090 of the Code of Ordinances of the City of Saint Charles, Missouri, on the assessment and valuation therefore heretofore made and established, Frenchtown Special Business District taxes for the year Two Thousand and Twenty-Five at the rate of Twenty-Eight Cents (\$0.28) on each One Hundred Dollars (\$100.00) of said assessment and valuation, and with the amount of annual tax generated from the special business district property tax and business license tax for any one (1) business so taxed not to exceed Three Hundred Dollars (\$300.00) total annually.

SECTION 5. 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

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 8/28/2015
Holly Magdziarz, City Attorney

City Clerk



September 2, 2025

TO: Honorable Mayor and
Members of City Council

FROM: Jennifer O'Connor, Director of Finance

SUBJECT: Ordinance Setting 2025 Property Tax Levies

Before you for reading at the September 2nd Council Meeting is the Ordinance Setting Property Tax Levies for General Revenue, Park Maintenance, General Obligation Debt Service and the Special Business Districts for the 2025 tax year.

The final assessed valuations are certified by the County Assessor and these rates will determine the amount of revenue to be generated from real and personal property in the City of St. Charles for the 2025 tax year.

The following present a comparison of assessed valuations by class for the current and prior tax years:

Certified Assessed Valuation	Current Tax Year – 2025	Current Tax Year - 2024
Real Estate	\$2,052,977,170	\$1,909,885,777
Personal Property	\$317,194,212	\$310,874,861
Railroad and Utility	\$29,885,311	\$30,058,700
Totals	\$2,400,056,693	\$2,250,819,338

State law requires us to determine the authorized property tax rate based on changes in assessed value every year. The current year assessed valuations reflect a net increase of \$149,237,355 or 6.6% from the prior year.

The following table illustrates the amount of revenue that could be generated by imposing the proposed 2025 tax rate vs. the amount charged for the previous year's tax rate for the General Fund and the Park Maintenance Fund. Decreasing the tax rate for these funds will allow for collection of approximately the same amount of revenue generated in the prior year due to the increase in assessed valuation.

The debt service property tax revenue can only be used to extinguish the outstanding debt. We currently have sufficient funds available for the debt service payments; therefore the rate will remain unchanged from the prior year.



	2024 Certified Tax Rate	2024 Revenue at Certified Tax Rate	2025 Certified Tax Rate	2025 Revenue at Certified Tax Rate
General	0.4266	\$9,500,109	0.4148	\$9,756,326
Public Parks Maintenance	0.1839	\$4,095,335	0.1788	\$4,205,475
Debt Service	0.1613	\$3,592,048	0.1613	\$3,793,866
	0.7718	\$17,187,492	0.7549	\$17,755,667

Special Business District (1)	0.28	\$40,000	0.28	\$40,000
Special Business District (2)	0.28	\$20,400	0.28	\$20,400

¹This special property tax applies only to commercial real estate in the area generally known as the historic main street area.

²This special property tax applies only to commercial real estate in the area generally known as the Frenchtown area.

	General	Public Parks Maintenance	Debt Service
Increase in tax revenue due to increase in assessed value due to new construction and improvements, if proposed rate is adopted:	\$0.00	\$0.00	\$0.00
Increase in tax revenue as a result of reassessment, if proposed tax rate is adopted:	\$256,217	\$110,140	\$201,818
	2.70%	2.69%	5.62%

For the reasons stated above, I recommend the 2025 property tax rates be set at the rate of .4148 for General Fund and .1788 for Parks. The rate for debt service is suggested to stay consistent at .1613.

Jennifer O'Connor
Director of Finance

Cc: Parks and Recreation Director
Community Development Director
Special Business District Boards



Scott Fitzpatrick
Missouri State Auditor

MEMORANDUM

September 04, 2025

TO: 09-092-0005 City of St. Charles
RE: Setting of 2025 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2025 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page**.
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2025 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2024 calculation for this change. The revised 2024 tax rate ceiling is listed on the 2025 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2024 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Summary Page

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.4266
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4148
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4148
E. Maximum authorized levy the most recent voter approved rate 1.0000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4148
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, Mayor (Office) of City of St. Charles (Political Subdivision) levying a rate in St. Charles County (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Signature box with fields for Date, Signature, Print Name (Daniel J. Borgmeyer), and Telephone (636-949-3208)



Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Signature box with fields for Date, County Clerk's Signature, County, and Telephone





PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2025) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 2,079,453,130 (Real Estate) + (b) 320,603,563 (Personal Property) = 2,400,056,693 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 13,095,174 (Real Estate) + (b) 7,189,784 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero) = 20,284,958 (Total)

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 443,385 (Real Estate) + (b) 79,437 (Personal Property) = 522,822 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

2,379,248,913

5. (2024) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 1,936,314,359 (Real Estate) + (b) 314,504,979 (Personal Property) = 2,250,819,338 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 1,576,305 (Real Estate) + (b) 1,170,637 (Personal Property) = 2,746,942 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

2,248,072,396



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Rate. Rows include: 9. Percentage increase in adjusted valuation (5.8351%), 10. Increase in Consumer Price Index (CPI) (2.9000%), 11. Adjusted prior year assessed valuation (2,248,072,396), 12. (2024) Tax rate ceiling from prior year (0.4266), 13. Maximum prior year adjusted revenue (9,590,277), 14. Permitted reassessment revenue growth (2.9000%), 15. Additional revenue permitted (278,118), 16. Total revenue permitted in current year (9,868,395), 17. Adjusted current year assessed valuation (2,379,248,913), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.4148).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Summary Page

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles

09-092-0005

Parks & Recreation

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.1839
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1788
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1788
E. Maximum authorized levy the most recent voter approved rate 0.4000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1788
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, Mayor (Office) of City of St. Charles (Political Subdivision) levying a rate in St. Charles (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Signature: Daniel J. Borgmeyer, Telephone: 636-949-3208

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Signature line for County Clerk with fields for Date, County, and Telephone.





PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2025) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 2,079,453,130 (Real Estate) + (b) 320,603,563 (Personal Property) = 2,400,056,693 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 13,095,174 (Real Estate) + (b) 7,189,784 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)) = 20,284,958 (Total) If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 443,385 (Real Estate) + (b) 79,437 (Personal Property) = 522,822 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

2,379,248,913

5. (2024) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 1,936,314,359 (Real Estate) + (b) 314,504,979 (Personal Property) = 2,250,819,338 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 1,576,305 (Real Estate) + (b) 1,170,637 (Personal Property) = 2,746,942 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

2,248,072,396



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (5.8351%), 10. Increase in Consumer Price Index (CPI) (2.9000%), 11. Adjusted prior year assessed valuation (2,248,072,396), 12. (2024) Tax rate ceiling from prior year (0.1839), 13. Maximum prior year adjusted revenue (4,134,205), 14. Permitted reassessment revenue growth (2.9000%), 15. Additional revenue permitted (119,892), 16. Total revenue permitted in current year (4,254,097), 17. Adjusted current year assessed valuation (2,379,248,913), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1788).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED**

9/4/2025

Form C

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles	09-092-0005	Debt Service
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Debt Service Calculation for General Obligation Bonds Paid for with Property Taxes

The tax rate for debt service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

Since the property taxes are levied and collected on a calendar year basis (January - December), it is recommended that this levy be computed using calendar year data.

- 1. Total current year assessed valuation** obtained from the county clerk or county assessor (Form A, Line 1 total) 2,400,056,693
- 2. Amount required to pay debt service requirements during the next calendar year** (i.e. Assuming the current year is year 1, use January - December year 2 payments to complete the year 1 Form C) Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year. 7,703,273
- 3. Estimated costs of collection and anticipated delinquencies (i.e. collector fees & commissions & assessment fund withholdings)**
Experience in prior years is the best guide for estimating uncollectible taxes.
It is usually 2% to 10% of Line 2 above. 385,164
- 4. Reasonable reserve up to one year's payment** (i.e. Assuming the current year is year 1, use January - December year 3 payments to complete the year 1 Form C) It is important that the debt service fund have sufficient reserves to prevent any default on the bonds.
Include payments for the year following the next calendar year, accounted for on Line 2. 3,897,170
- 5. Total required for debt service** (Line 2 + Line 3 + Line 4) 11,985,607
- 6. Anticipated balance at end of current calendar year**
Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning due before December 31st). Do not add the anticipated collections of this tax into this amount. 1,733,835
- 7. Property tax revenue required for debt service** (Line 5 - Line 6)
Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for debt service purposes. 10,251,772
- 8. Computation of debt service tax rate** (Line 7 / Line 1 x 100)
Round a fraction to the nearest one/one hundredth of a cent. 0.4271
- 9. Less voluntary reduction by political subdivision** 0.2658
- 10. Actual rate to be levied for debt service purposes *** (Line 8 - Line 9)
Enter this rate on Line AA of the Summary Page. .1613

* The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Informational Data

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles	09-092-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.4577
B. Current year rate computed (Informational Form A, Line 18 below)	0.4450
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.4450
E. Maximum authorized levy most recent voter approved rate	1.0000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.4450

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	5.8351%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	2.9000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	2,248,072,396
12. (2024) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.4577
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	10,289,427
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	2.9000%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	298,393
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	10,587,820
17. Adjusted current year assessed valuation (Form A, Line 4)	2,379,248,913
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.4450

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Informational Data

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles	09-092-0005	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.2067
B. Current year rate computed (Informational Form A, Line 18 below)	0.2010
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.2010
E. Maximum authorized levy most recent voter approved rate	0.4000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.2010

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	5.8351%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	2.9000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	2,248,072,396
12. (2024) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.2067
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	4,646,766
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	2.9000%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	134,756
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	4,781,522
17. Adjusted current year assessed valuation (Form A, Line 4)	2,379,248,913
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.2010

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
September 2, 2025**

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, September 2, 2025, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. The following Councilmembers were in attendance: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Closed Session

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

The closed portion of the Council Work Session adjourned at 6:57 p.m.

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

Date Approved

Emily Galantowicz, Assistant City Clerk

Michael Galba, Presiding Officer



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, September 2, 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. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

File #49361

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

PRESENTATIONS/AWARDS/PROCLAMATIONS

Recognition of Sergeant Russell Hendricks Recent Promotion

Police Chief Ray Juengst introduced Sergeant Russell Hendricks and acknowledged his recent promotion. Sergeant Hendricks' wife pinned on his new badge.

PUBLIC COMMENT

Tim Kline of Kline Farms spoke relative to the Wellhead Protection District and the one year moratorium on data center development projects.

Olivia Cross, 3409 Hiram St., Apt 1A, St. Charles, MO, spoke relative to transparency, integrity and accountability in government.

Jessica DeVoto, 3826 Towers Rd., St. Charles MO, spoke relative to the proposed reorganization of the Convention and Visitors Bureau and Special Events and Communications Department.

Grayson Jostes, 73 Sugar Ridge Ct., spoke relative to the proposed reorganization of the Convention and Visitors Bureau and Special Events and Communications Department.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

Arnie C. A.C. “Honest Abe” Dienoff – City/County Public Advocate spoke relative to transparency, integrity and accountability in government, the one year moratorium on data center development projects, and State legislative matters.

REPORT OF THE MAYOR

There was no report of the Mayor.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Brian Gould invited Deputy Fire Chief Joe Gragnani to the podium to share the results of an initiative he spearheaded to purchase EMS equipment for staff vehicles. Councilmember Gould noted that the equipment had recently saved his life and thanked the department for its efforts.

PUBLIC HEARING

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

- A. Case No. CU-2025-17. (Life Couriers) An application for a Conditional Use Permit per §400.320(C)(1)(a) for the handling/storage of hazardous substances accessory to an office/warehouse establishment within the “I-2/WHP” Heavy Industrial District and within the Wellhead Protection District. The subject property is located at 3891 Fountain Lakes Parkway East. The subject properties will be located in Ward 8. ***(RCA Attached)***

- B. Case No. CU-2025-18. (Naked Spirits LLC – Brandon Eckardt) An application for Conditional Use Permit per §400.290(C)(2) for Liquor Sales and §400.290(C)(6) Craft Distillery use within the “FD/FPD” Frenchtown District within the Frenchtown Preservation District located at 1116 N 2nd Street. The subject property is located in Ward 1. ***(RCA Attached)***

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

- C. LL-2025-13 Approval of a Liquor License Application for Brandon Eckardt d/b/a Naked Spirits LLC located at 1116 North 2nd Street located in Ward 1. ***(RCA Attached)***
- D. Case No. CU-2025-19. (Naked Spirits LLC – Brandon Eckardt) An application for Conditional Use Permit per 400.290(C)(2) for Liquor Sales and §400.290(C)(6) Craft Distillery use within the “FD/FPD” Frenchtown District within the Frenchtown Preservation District located on the east side of N 2nd Street, approximately 740 feet north of the intersection of Clark and 2nd Street, also known as 691 N. Main Street. The subject property is located in Ward 1. ***(RCA Attached)***
- E. LL-2025-14 Approval of a Liquor License Application for Brandon Eckardt d/b/a Naked Spirits LLC located at 755 North Main Center located in Ward 1. ***(RCA Attached)***
- F. Case No. Z-2025-07. (Charles Gilbert) An application to rezone 12,600 square feet (more or less) tract of land, located at 975 Lindenwood Avenue, from “R-1E” Single Family Residential District to “R-2” Two Family Residential District to convert an existing structure into a duplex. The subject property is located in Ward 1. ***(Council Bill 14007)***
- G. Case No. Z-2025-08. (CRG Cumulus, LLC) An application to annex and establish the zoning for 1.26-acre (more or less) tract of land from St. Charles County “A” Agricultural District to the City of St. Charles “I-1/WHP” Light Industrial District and within the Wellhead Protection District. The subject property is generally located on the west side of Hayford Road and approximately 1,450 feet north of

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

Elm Point Road. The subject property will be located in Wards 6 upon annexation. (*Council Bill 14009*)

CONSENT AGENDA

A motion was made by MARK HOLLANDER 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. Special Council Work Session of August 12, 2025

File #49367

2. Council Work Session of August 12, 2025

File #49367

3. Regular City Council Meeting of August 19, 2025

File #49361

4. Public Hearing of August 19, 2025

File #49404

5. Special City Council Meeting of August 22, 2025

File #49361

B. Receipt of Reports from Boards, Commissions and Committees

1. Board of Adjustment Meeting of April 7, 2025

File #49391

2. Board of Adjustment Meeting of May 5, 2025

File #49391

3. Board of Adjustment Meeting of July 9, 2025

File #49391

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

-
4. The Housing Authority of the City of St. Charles Meeting of May 28, 2025

File #49384

5. The Housing Authority of the City of St. Charles Meeting of June 25, 2025

File #49384

6. Audit Committee Meeting of June 17, 2025

File #49399

7. Senior Citizen Advisory Committee Meeting of July 8, 2025

File #49373

8. Frenchtown Special Business District Advisory Board Meeting of July 10, 2025

File #49381

9. Landmarks Board Meeting of July 21, 2025

File #49377

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

E. Preliminary Plats

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
(Finance Department)

File #49365

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

There were no Resolutions.

BILLS FOR FINAL PASSAGE

There were no Bills for Final Passage.

BILLS FOR INTRODUCTION

BILL 14006

AN ORDINANCE FIXING AND ESTABLISHING THE RATE AND LEVYING THE TAXES FOR THE GENERAL REVENUE FUNDS AND FOR THE VARIOUS SPECIAL FUNDS OF AND FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE YEAR TWO THOUSAND AND TWENTY-FIVE. (*SPONSOR: MICHAEL GALBA*)

BILL 14007

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "R-2" TWO-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 12,600 SQUARE FOOT TRACT OF LAND LOCATED AT 975 LINDENWOOD AVENUE. (*SPONSOR: BILL OTTO*)

BILL 14008

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY CRG CUMULUS, LLC, APPROXIMATELY 1.26 ACRES OF LAND

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

GENERALLY LOCATED ON THE WEST SIDE OF HAYFORD ROAD AND APPROXIMATELY 1,450 FEET NORTH OF ELM POINT ROAD. (*SPONSOR: JUSTIN FOUST*)

BILL 14009

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “I-1/WHP” LIGHT INDUSTRIAL DISTRICT AND WITHIN THE WELLHEAD PROTECTION DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “A” AGRICULTURAL DISTRICT AN APPROXIMATE 1.26 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WEST SIDE OF HAYFORD ROAD AND APPROXIMATELY 1,450 FEET NORTH OF ELM POINT ROAD. (*SPONSOR: JUSTIN FOUST*)

BILL 14010

AN ORDINANCE AMENDING SECTION 135.050 OF THE CODE OF ORDINANCES PERTAINING TO THE POWERS AND DUTIES OF THE MUNICIPAL JUDGE AND, SPECIFICALLY, WITH RESPECT TO THE APPOINTMENT OF COUNSEL FOR AN INDIGENT DEFENDANT. (*SPONSOR: JUSTIN FOUST*)

Councilmember Denise Mitchell requested to add her name as sponsor to Council Bill 14010.

ITEMS FOR COUNCIL ACTION

Appointment to Board of Adjustment

A motion was made by MARK HOLLANDER to approve the appointment of Keith Whittemore to the Board of Adjustment to fill the unexpired term of John Morgan and whose term will expire January 2030. MARY WEST seconded the motion. A roll call vote was taken with the following results: “Aye”: West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, and Ratchford. “Nay”: None. Absent: None. Motion passed.

File #49405

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 2, 2025

At 8:41 p.m. MARY WEST made a motion to adjourn the Regular Council Meeting. MARK HOLLANDER seconded the motion. All voted in favor. Motion passed.

Date Approved

Emily Galantowicz, Assistant City Clerk

Michael Galba, Presiding Officer



MEETING MINUTES - May 22, 2025



THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

Mayor Dan Borgmeyer	Ms. Ashley Gaddy	Mr. Bill Willbrand
Council Liaison Mr. Mark Hollander	Mr. Dan Tripp	Ms. Trudy Pagano
Chairperson Mr. Scott Tate	Ms. April Moxley	
Ms. Marsha Adams	Ms. Lydia Crespo	

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Chair, Mr. Scott Tate. Other Commissioners present were: Mayor Dan Borgmeyer, Ms. April Moxley, Ms. Marsha Adams, Ms. Lydia Crespo and Ms. Trudy Pagano. Staff members present were: Director, Dan Krankeola, Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano. Also present: Marketing Manager, Ed Akers.

- 1. Approval of Minutes:** A motion was made by Ms. Marsha Adams to approve the April meeting minutes. The motion was seconded by Ms. April Moxley and was approved unanimously.
- 2. Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
 - STR
 - Convention Center
 - CVB Financial
- 3. CVB and Foundry updates:** Mr. Krankeola provided an informational presentation on the City's use of Placer.ai, the foot-traffic data Software Company. A brief discussion was held relative to Placer.ai and the analytics that allow us to analyze visitation patterns.

Ms. Joanie Ohlms provided the Sales Division update and shared April highlights with the Commission. Ms. Ohlms also added that the CVB's Destination Trolley Tour during May's National Travel and Tourism Week was a great success.

- 4. Public Comments:** None

5. Announcements | Updates:

- Mayor: Mayor Borgmeyer expressed his praise for the City's free, live, outdoor concerts, adding that the Beale Street, New Town, Frenchtown, and North Main Street concerts are well-attended and acclaimed.
- Council Liaison: None.

MEETING MINUTES - May 22, 2025

- Commissioners: Ms. Adams announced that Good News Frenchtown's June Happy Hour is scheduled for the 11th. Ms. Adams also reported that The Kingdom Brothers band will be featured as the live entertainment during June's la FETE du Midsummer event at The Foundry Art Centre.

6. Adjournment: A motion to adjourn was made by Ms. Lydia Crespo and seconded by Ms. April Moxley. The May meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:40pm.

Approved: _____



June 26, 2025

MEETING MINUTES - June 26, 2025



THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

Mayor Dan Borgmeyer	Ms. Ashley Gaddy	Mr. Bill Willbrand
Council Liaison Mr. Mark Hollander	Mr. Dan Tripp	Ms. Trudy Pagano
Chairperson Mr. Scott Tate	Ms. April Moxley	Alt. Council Liaison Mr. Justin Foust
Ms. Marsha Adams	Ms. Lydia Crespo	

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Assistant Director, Ms. Elizabeth Phelps. Commissioners present were: Mayor Dan Borgmeyer, Ms. April Moxley, Ms. Marsha Adams, Ms. Lydia Crespo, Mr. Dan Tripp, Mr. Bill Willbrand, and Ms. Trudy Pagano. Staff members present were: Director of Sales, Joanie Ohlms and Staff Liaison, Pamela Castellano. Also present: Communications Manager, Ed Akers and Assistant Director of Special Events and Communications, Erica Pospisil.

- 1. Approval of Minutes:** In the absence of Chair, Scott Tate, The approval of April's Convention & Visitors Commission Meeting Minutes was deferred until the July 24 Commission Meeting.
- 2. Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
 - STR
 - Convention Center
 - CVB Financial
- 3. CVB and Foundry updates:** Ms. Phelps announced that the CVB is currently in the edit phase of the next edition of Discover Saint Charles Magazine and in the design phase of the next edition of Bite Size. Ms. Phelps added that we are halfway through with The Foundry Art Centre's sold-out Summer Art Camp, and that The Foundry has just announced a Summer Baby Rave event to be held on August 22, 2025.

Ms. Joanie Ohlms provided the Sales Division update and shared May highlights with the Commission.

- 4. Public Comments:** None

5. Announcements | Updates:

- Mayor: Mayor Borgmeyer announced the June 26th Ground Breaking Ceremony celebrating the new Dierbergs Market coming to New Town Boulevard in the Fall of 2026. Mayor Borgmeyer also expressed the City's enthusiasm for September's annual Missouri Municipal League Conference,

MEETING MINUTES - June 26, 2025

hosted this year by the City of St. Charles. Finally, Mayor reported that the City's C3 Project is moving forward and on target.

- Council Liaison: None.
- Commissioners: Ms. Adams reported that the Frenchtown Heritage Museum's June 24th event, la FETE du Midsummer, at The Foundry Art Centre was a success.
Ms. Adams also announced that Good News Frenchtown's July Happy Hour is scheduled for the 9th and will feature, "Lauren" as musical guest.
Finally, Ms. Adams announced that The Frenchtown Heritage Museum's new "HISTORIC FRENCHTOWN" garden banners have arrived and are free for each Frenchtown address.

6. Adjournment: The June meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:43pm.

Approved: _____



July 24, 2025

MEETING MINUTES - July 24, 2025



230 South Main Street, St. Charles, Missouri

THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

Mayor Dan Borgmeyer	Ms. Ashley Gaddy	Mr. Bill Willbrand
Council Liaison Mr. Mark Hollander	Mr. Dan Tripp	Ms. Trudy Pagano
Chairperson Mr. Scott Tate	Ms. April Moxley	Alt. Council Liaison Justin Foust
Ms. Marsha Adams	Ms. Lydia Crespo	

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Assistant City Administrator and Acting Director of Tourism, Mr. Larry Perney. Commissioners present were: Mayor Dan Borgmeyer, Ms. April Moxley, Ms. Marsha Adams, Ms. Lydia Crespo, Mr. Bill Willbrand, Ms. Ashley Gaddy and Ms. Trudy Pagano. Staff members present were: Assistant Director, Elizabeth Phelps, Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano. Also present: Mr. Steve Powell.

- 1. Approval of Minutes:** A motion was made by Ms. Marsha Adams to approve the May 22, 2025 and June 26, 2025 Meeting Minutes. The motion was seconded by Ms. Trudy Pagano and was approved unanimously.
- 2. Selection of Vice-Chair:** Ms. April Moxley offered her services as Vice-Chair of the Greater Saint Charles Convention & Visitors Commission. A motion was made by Ms. Crespo to select Ms. April Moxley as Vice-Chair. The motion was seconded by Ms. Trudy Pagano and was approved unanimously.

At this time, Ms. Moxley assumed the Chairperson's responsibility of leading the meeting.

- 3. Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
 - STR
 - Convention Center
 - CVB Financial
- 4. CVB and Foundry updates:** Ms. Elizabeth Phelps referenced and offered an overview of the CVB and Foundry updates provided in this month's Tourism Commission packet.

Ms. Joanie Ohlms provided the Sales Division update and shared June highlights with the Commission.

- 5. Public Comments:** Mr. Steve Powell inquired about a replacement for the vacant Director of Tourism position and delivered an appeal to seek an experienced professional in the field.

MEETING MINUTES - July 24, 2025

6. Announcements | Updates:

- Mayor: Mayor Borgmeyer expressed his anticipation for The Missouri Municipal League's 2025 Annual Conference, hosted by the City of St. Charles. He also commended City Staff for the significant effort and comprehensive planning that will ensure our success as hosts.
- Council Liaison: None.
- Commissioners: Ms. Adams announced that Good News Frenchtown's August Happy Hour is scheduled for the 13th with music by Mark Perkins.
Ms. Moxley mentioned July's Music on Main event and the unfortunate hot, humid weather that has kept some regular guests at home.

6. Adjournment: A motion to adjourn was made by Ms. Marsha Adams and seconded by Ms. Lydia Crespo. The May meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:30pm.

Approved: _____



August 28, 2025

MINUTES
Senior Citizen Advisory Commission
Tuesday, August 12, 2025
St. Charles City Hall, Conference Room A
200 North Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT

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

MEMBERS ABSENT

Bridget Alderson

OTHERS PRESENT

Mary West – City Council Liaison
Carla Bray – City Staff Liaison
Mayor Borgmeyer
Jill Scott – First Bank

1. Call to Order

The meeting was called to order at 9:58 a.m. by Commission Chairperson Sheila Eckstein.

2. Pledge of Allegiance

All present stood and recited the Pledge of Allegiance.

3. Roll Call

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

4. Approval of July 8, 2025 meeting minutes

Shelly Roy made a motion to approve the July 8, 2025 minutes with noted corrections. Althea West made the second, all present were in favor, the motion passed.

5. Report of the Mayor

- Mayor provided an overview of the new Senior Center (after concept video shown).
 - City Hall will be built first
 - Two years to complete
 - Recreation/Senior Center will be next
 - Judy Rhodes asked about the YMCA running the Rec Center.
 - Councilmember Mary West to get more details.
 - Saw Tooth building will be last of the C3 Project
 - Food Court
 - Farmers Market
 - Connecting Main Street to 2nd Street
 - Bill Wallace offered a suggestion to name new streets or rooms after Lewis & Clark people.
 - Mayor is looking into opportunities for the Historical Society to be housed in another ACF building.
 - Foundry Art Centre is doing well.

- Mayor Borgmeyer requested the Commission upgrade senior learning.
 - Smart phones made simple
 - Basic computer skills
 - Introduction to AI for seniors
 - Online services and bill pay
 - Shelly Roy commented that Lindenwood has the WISE program which addresses some of these.
 - Sheila shared her experience with the WISE program.
 - 8 week course on the computer
 - Shelly and Sheila to talk to Dr. Annie Alameda at Lindenwood about partnership.
 - Jill Scott commented on an AI Summit by the EDC.
 - Tech Hub (Randy Schilling)
 - Develop and program?
 - Bill suggested a 2 – 3 hour seminar for seniors, perhaps in a side room at the Senior Resource Fair.
 - Need heavy advertising
- Mayor provided an update on the Arabia Steamboat and the Delta Queen
 - 150K people estimated per year
- Norm Fehl asked the Mayor if it was true about Drivers Licenses for seniors over 70 only good for one year.
 - Mayor to check with the lobbyist on validity of this.
- Working on 3 vacancies on the Commission, Ward 4, Ward 8 and Ward 10.
 - Currently reviewing two applications

6. Chairperson Report

None

7. Report from Council Liaison

None

8. Old Business

- Bill mentioned he did not see anything about “Senior Night at Wappelhorst” on the City website. He will reach out to Maralee at Parks and Recreation.
- Commission all agreed the Senior Activities Fair should now be called the Senior Resource Fair.
- Shelly provided an update on “Grandparents Day” at Wappelhorst Park.
 - “Old School Cool” is the theme
 - Dance contest
 - Elvis
 - Dress 50s
 - Costumes
 - Hula Hoop contest
 - Line dancing
 - Food and treats
 - Photo booth
 - Adjust hours? 11:30 am – 3:00 pm

- Ad in the September STCNow newsletter
- Ad in the weekly City digital newsletter out on Fridays

9. New Business

- Althea West provided an update on complimentary transportation in the area provided by ITN Gateway.
 - City Block grants are not available to help fund transportation in the City.
 - Volunteer drivers are needed for ITN. *Until Federal funding is received.*
 - 1,100 – 1,200 rides provided per month
 - Top Golf Fundraiser (Flier provided)
 - Theme is “Drive for Rides”
 - Sponsorships available
 - Carla will check with Mayor Borgmeyer whether funds from the Senior Activities Fair can be used to sponsor.
- Councilmember Mary West will look into funds/website for the senior survey.
- Councilmember West will also look into transportation in the City.
- Norm Fehl provided an update on the Hall of Fame.
 - Everything in storage currently
 - Mayor Borgmeyer to look into this
- Shelly recommended the Senior Citizen Advisory Commission participate in City Events.
 - Booth with a Commission representative along with the SCAC banner and educational information.
 - Carla to get a calendar of events from the Special Events Department.
 - Need to update marketing/educational material.
 - New banner? Carla to check with Mayor Borgmeyer.

10. Commission Member Announcements

None

11. Public Comment

- In response to the WISE Program discussion, Jill Scott commented on a “Coffee Session” her bank conducted for digital banking. She stated about 20 people attended and that it went very well.

12. Adjourn

Charlie Daniels made a motion to adjourn at 11:12 a.m., Bill Wallace provided the second, and all present were in favor, motion passed.

Prepared by Carla Bray

Shula Epstein

9-9-25

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 9/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended July 2025.

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

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

Summary:

Page 1-2, Financial Overview for July 2025.
Page 3-5, Presentation of monthly investment report for the month of July 2025.
Page 6, Pursuant to Ordinance #11-09; requests for Intra-Departmental Transfer of Appropriations > \$10,000 for July 2025.
Page 7, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of July 2025.

Due to the implementation of the new EERP, we were delayed in preparing reports for the monthly FITS report.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JS Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. JIT/ALS

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 07/31/2025

General Fund	Amended Budget 2024		Audited Actual 2024		Amended Budget 2025		Unaudited Actual 2025		Difference	Notes
	Budget	% of Budget	Actual	% of Budget	Budget	% of Budget	Actual	% of Budget		
Revenue:										
Property Taxes	\$10,109,066	101%	\$10,163,168	101%	\$10,595,886	44%	\$4,672,742	44%	(\$5,923,144)	
Utility Taxes	\$9,984,018	85%	\$8,505,387	85%	\$8,438,857	55%	\$4,673,005	55%	(\$3,765,852)	
Sales Taxes	\$12,668,921	97%	\$12,279,031	97%	\$13,175,678	54%	\$7,081,032	54%	(\$6,094,646)	
Use Tax	\$4,000,000	170%	\$6,785,124	170%	\$7,744,331	55%	\$4,265,404	55%	(\$3,478,927)	
Other Tax Revenue	\$1,059,232	70%	\$741,585	70%	\$980,875	42%	\$409,537	42%	(\$571,338)	
Gaming Tax	\$7,246,085	100%	\$7,246,086	100%	\$7,068,546	56%	\$3,962,344	56%	(\$3,106,203)	
Licenses and Permits	\$2,625,727	89%	\$2,328,705	89%	\$2,326,320	81%	\$1,881,370	81%	(\$444,950)	
Fines and Fees	\$3,712,140	74%	\$2,758,142	74%	\$2,951,689	61%	\$1,799,306	61%	(\$1,152,383)	
Charges for Services	\$11,219,890	98%	\$11,035,114	98%	\$12,474,454	56%	\$6,972,058	56%	(\$5,502,396)	
Miscellaneous Revenue	\$765,671	95%	\$726,620	95%	\$895,069	68%	\$606,805	68%	(\$288,264)	
Interest	\$180,000	1042%	\$1,876,273	1042%	\$380,000	285%	\$1,081,662	285%	\$701,662	
Transfers In From Other Funds	\$1,000	100%	\$1,000	100%	\$1,000	0%	\$0	0%	(\$1,000)	
Sales of Fixed Assets	\$100,000	0%	\$82	0%	\$100,000	0%	\$0	0%	(\$100,000)	
Grants	\$1,655,501	90%	\$1,483,198	90%	\$979,718	7%	\$65,935	7%	(\$913,783)	
Total Revenue	\$65,327,251		\$65,929,516		\$68,112,423		\$37,471,199		(\$30,641,224)	

Expenditures:	Amended Budget 2024		Audited Actual 2024		Amended Budget 2025		Unaudited Actual 2025		Difference	Notes
	Budget	% of Budget	Actual	% of Budget	Budget	% of Budget	Actual	% of Budget		
Personnel Services	\$46,459,307	99%	\$45,833,329	99%	\$51,316,712	57%	\$29,212,111	57%	(\$22,104,601)	
Professional/Purchased Services	\$11,981,342	91%	\$10,860,748	91%	\$13,460,830	54%	\$7,239,565	54%	(\$6,221,265)	
General/Operating Supplies	\$2,815,464	73%	\$2,060,438	73%	\$2,461,273	55%	\$1,364,064	55%	(\$1,097,209)	
Capital	\$4,476,000	47%	\$2,101,270	47%	\$2,552,500	63%	\$1,607,390	63%	(\$945,110)	
Transfers To Other Funds	\$0	0%	\$1,250,000	0%	\$0	0%	\$0	0%	\$0	
Total Expenditures	\$65,732,114		\$62,105,785		\$69,791,314		\$39,423,129		(\$30,368,185)	

Difference in Rev and Exp	(\$404,863)	\$3,823,731	(\$1,951,931)
Fund Balance - beginning		\$19,710,306	\$23,534,037
Fund Balance - ending		\$23,534,037	\$21,582,106

Street Maintenance			
Revenue	\$10,163,973	\$10,647,346	105%
Expenses	\$14,737,133	\$10,715,902	73%
Difference in Rev and Exp	(\$4,573,160)	(\$68,556)	
Fund Balance - beginning		\$5,270,318	
Fund Balance - ending		\$5,201,762	

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 07/31/2025

	Amended Budget 2024	Audited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Park								
Revenue	\$9,458,121	\$12,540,209	133%	\$8,879,641	\$4,980,318	56%	(\$3,899,323)	
Expenses	\$9,649,185	\$8,998,656	93%	\$11,083,514	\$5,393,934	49%	(\$5,689,580)	
Difference in Rev and Exp	(\$191,064)	\$3,541,553		(\$2,203,873)	(\$413,617)		\$1,790,257	
Fund Balance - beginning		\$2,874,773			\$6,416,326			
Fund Balance - ending		\$6,416,326			\$6,002,709			
Tourism								
Revenue	\$5,721,671	\$5,957,583	104%	\$6,303,019	\$3,712,717	59%	(\$2,590,302)	
Expenses	\$6,044,900	\$5,632,255	93%	\$7,358,522	\$3,797,905	52%	(\$3,560,616)	
Difference in Rev and Exp	(\$323,229)	\$325,328		(\$1,055,503)	(\$85,188)		\$970,315	
Fund Balance - beginning		\$4,157,036			\$4,482,364			
Fund Balance - ending		\$4,482,364			\$4,397,176			
Waterworks								
Revenue: Operating	\$13,061,879	\$14,736,751	113%	\$16,330,070	\$8,636,070	53%	(\$7,694,000)	
Expenses: Operating	\$13,083,400	\$13,057,371	100%	\$14,008,964	\$6,038,008	43%	(\$7,970,955)	
Difference in Rev and Exp	(\$21,521)	\$1,679,380		\$2,321,106	\$2,598,061		\$276,955	
Fund Balance - beginning - unrestricted		\$5,806,586			\$7,485,966			
Fund Balance - ending - unrestricted		\$7,485,966			\$10,084,027			
Sanitary Sewer								
Revenue	\$24,083,808	\$18,291,068	76%	\$18,356,000	\$11,013,206	60%	(\$7,342,794)	
Expenses	\$22,979,908	\$17,431,710	76%	\$15,757,272	\$5,612,964	36%	(\$10,144,307)	
Difference in Rev and Exp	\$1,103,900	\$859,358		\$2,598,728	\$5,400,241		\$2,801,513	
Fund Balance - beginning - unrestricted		\$7,209,554			\$8,068,912			
Fund Balance - ending - unrestricted		\$8,068,912			\$13,469,153			
Gaming Revenue - All Funds:								
			Allocation			Allocation		
General	\$7,246,085	\$7,247,086	67%	\$7,068,546	\$3,962,344	67%	(\$3,106,203)	
Redevelopment	\$0	\$0	0%	\$0	\$0	0%	\$0	
Street Construction	\$0	\$0	0%	\$0	\$0	0%	\$0	
Major Facilities	\$0	\$0	0%	\$0	\$0	0%	\$0	
Capital Improvement	\$3,261,450	\$2,758,207	31%	\$3,544,064	\$1,986,660	33%	(\$1,557,404)	
Total Gaming Revenue	\$10,507,535	\$10,005,293	95%	\$10,612,610	\$5,949,004	56%	(\$4,663,606)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
7/31/2025**

Investment	Purchase	Date of Maturity	Par Value	(a) Coupon	Price	Yield(b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net	
												Accr. Int. (d)	Curr. Mo. Paid Int.
Cash and Cash Equivalents													
FSTGD	12/01/2024	11/28/2025	1,000,000.00	2.2500%	96.15	0.183%	13,579,466.27	-	96.11	13,579,466.27	(434.82)	48,059.41	
USTB	10/03/2024	10/02/2025	1,000,000.00	1.2500%	96.11	0.181%	961,528.06	-	96.07	961,093.24	(421.09)	25,006.76	
USTB			\$ 2,000,000.00		\$ 96.13		\$ 15,502,105.44	\$ -	\$ 192.18	\$ 15,501,249.53	\$ (855.91)	\$ 105,066.15	
Fixed Income Investments													
USTN - 91282C-LY-5	12/01/2024	11/30/2026	1,000,000.00	1.4500%	99.94	1.450%	999,375.00	-	100.203000	1,002,030.00	2,655.00	7,199.45	
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1,000,000.00	1.4500%	99.57	1.450%	995,664.06	-	99.657000	996,570.00	905.94	3,369.56	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	1,000,000.00	1.4500%	89.81	1.450%	898,085.94	-	92.598000	925,980.00	27,894.06	2,540.98	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.450%	992,031.25	-	100.231000	1,002,310.00	10,278.75	5,136.61	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	99.00	1.450%	990,039.07	-	100.774000	1,007,740.00	17,700.93	6,987.70	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	1,000,000.00	1.3875%	97.39	1.390%	973,906.25	-	99.926000	999,260.00	25,353.75	6,564.20	
USTN - 91282C-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.875%	1,002,031.25	-	99.832000	998,320.00	(3,711.25)	6,564.20	
USTN - 91282C-HV-6	11/06/2023	08/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,640.63	-	100.038000	1,000,380.00	(1,260.63)	20,923.91	
USTN - 91282C-JE-2	11/06/2023	10/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,562.50	-	100.141000	1,001,410.00	(152.50)	12,635.86	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19	-	102.969000	1,029,690.00	14,572.81	12,319.97	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.460%	994,882.81	-	100.659000	1,006,590.00	11,707.19	9,802.98	
USTN - 91282C-JS-1	01/01/2024	12/31/2025	1,000,000.00	1.4250%	99.83	1.460%	998,281.25	-	99.971000	999,710.00	1,428.75	3,695.65	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.500%	960,468.75	-	99.356000	993,560.00	33,091.25	12,182.37	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.500%	976,601.56	-	100.741000	1,007,410.00	30,808.44	13,750.00	
USTN - 91282C-KH-3	04/01/2024	03/31/2026	1,000,000.00	1.5000%	99.14	1.500%	991,406.25	-	100.141000	1,001,410.00	10,003.75	15,122.95	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.500%	991,640.63	-	100.840000	1,008,400.00	16,759.37	13,278.68	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.600%	984,804.69	-	98.385000	983,850.00	(954.69)	11,762.29	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	1,000,000.00	3.5400%	99.20	3.540%	991,992.19	-	99.289000	992,890.00	897.81	11,762.29	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63	-	99.912000	999,120.00	(1,895.63)	11,434.42	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.900%	1,027,968.75	-	102.800000	1,021,760.00	(6,208.75)	15,543.03	
			\$ 20,000,000.00		\$ 98.94		\$ 19,788,515.65	\$ -	\$ 1,998.46	\$ 19,978,390.00	\$ 189,874.35	\$ 202,577.10	
REPOS	07/31/2025	08/01/2025	0.00	0.000%	100.000000	0.000%	0.00	0.00	100.000000	0.00	0.00	0.00	
OTHER (e)	07/01/2025	07/31/2025			100.000000							0.00	
Total			\$ 22,000,000.00				\$ 35,290,621.09	\$ -		\$ 35,479,639.53	\$ 189,018.44	\$ 307,643.25	\$ -

Notes:

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

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY
 7/31/2025**

<u>Investment Portfolio(Book Value):</u>	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
Diversification Summary:			
U.S. Treasury Obligations	15,502,105.44	44%	100%
U.S. Government Agency Securities	19,788,515.65	56%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>35,290,621.09</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	14,540,994.33	41%	
6 to 12 months	0.00	0%	
1 to 2 years	3,966,345.49	11%	
2 to 5 years	16,783,281.27	48%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	<u>35,290,621.09</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>15,502,105.44</u>	<u>44%</u>	min 5%

Interest Earnings Recap:

Interest Income:	<u>Current Year</u>	<u>Prior Year</u>
Earned - Year-to-Date	890,186.08	699,281.41
Realized - Year-to-Date	-	-
Total Outstanding Portfolio at: 07/31	<u>35,290,621.09</u>	<u>33,790,654.36</u>
Weighted Average Rate of Return:		
Current Month	<u>0.0000%</u>	<u>0.0000%</u>
Year-to-Date	<u>0.0000%</u>	<u>0.0000%</u>

Budget to Actual

	<u>Current Year</u>	<u>Prior Year</u>
Budgeted	300,000	100,000
Actual - Realized	-	-
Actual - Sweep 07/31	1,081,662	-
Projected	-	-
	<u>781,662</u>	<u>0</u>
Variance - Over (Under) Budget	<u>781,662</u>	<u>(100,000)</u>

Collateral Coverage:

Total Commerce Deposits		\$30,000,000.00	
FDIC Coverage		(250,000.00)	
Deposit Amount Requiring Collateralization		\$29,750,000.00	
Collateralization Ratio		1.10	
Collateral Required		\$32,725,000.00	
Market Value of Collateral at:	07/31	33,701,971.85	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral		33,951,971.85	
Excess of Collateral over Deposits - Aggregate		\$3,951,971.85	113%

Investment Activity for the Month:

<u>Investment</u>	<u>Date of:</u>		<u>Coupon</u>	<u>Yield</u>	<u>Par Value</u>	<u>Purch. Price</u>
	<u>Purchase</u>	<u>Sale/Mat.</u>				
<u>Purchases:</u>						
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1.4500%	1.450%	\$ 1,000,000.00	\$ 995,664.06

Maturities:

NONE

Sales/Calls:

NONE



To: Members of City Council

From: Finance

Date: September 16, 2025

Subject: July 2025 Over \$10K Transfers Report

The following budget transfers took place in July 2025:

- The Public Works Department transferred \$300,000.00 to Public Works Lime for Mississippi Lime invoice.
- The Public Works Department transferred \$125,000.00 to Public Works Chlorination Products for Hawkins invoice.
- The Public Works Department transferred \$30,000.00 to Public Works Vehicle Parts/Supplies for Napa Auto Parts invoice.
- The Public Works Department transferred \$18,000.00 to Public Works Other Supplies for Core & Main invoice.
- The Human Resources Department transferred \$50,000.00 to Other Professional Services - Secretarial for a contract employee.



To: Members of City Council

From: Finance

Date: September 16, 2025

Subject: July 2025 Surplus Report

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

<u>Department</u>	<u>Items</u>	<u>Reason</u>
City Clerk	Assorted binders (36), Monthly file guides (7) Pendaflex, CD Storage Box (1) Snap-N-Store, Monitor/Phone Shelf (1), 18X24 white boards (2), Adding machine w/ 3 rolls of tape (1) Sharp EL-119BL	No longer needed to perform the duties of the department. Sell at public auction, sell at online auction, and disposal with no remuneration to the City.
Fire	Structural Firefighting Pants (21) Honeywell LT062BGPB, Structural Firefighting Coats (21) Honeywell LT062BGTB, Structural Firefighting Helmets (18) Honeywell EV1TR00HB, Structural Firefighting Helmets (2) Bullard, Structural Firefighting Boots (15) Honeywell 5006SG, Structural Firefighting Boots (5) Globe 102400	No longer needed to perform the duties of the department. Obsolete and not compatible with newer equipment. Exceeds national consensus standards recommendations for use. Donate to Pike-Lincoln Technical School for use in their fire training program.



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Nick Galla/Grace Capritta
Vendor Name & NWS#:	EXCEL SIGNS & SERVICE LLC / 25010		
Description/Purpose:	Authorization to execute an agreement with Excel Signs & Service LLC for two (2) Historic Signs and one (1) EMC Board in an amount not to exceed \$111,535.00.		
Account #:	218-380-801-874199 \$81,535.00 (25ENGST004) 219-199-199-873199 \$30,000.00 (25MEDIA005)		
Project #:	25ENGST004		
Amount of this Routing:	\$ 111,535.00	Requisition #:	20250643
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	To Completion	Renewal Options:	N/A
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 111,535.00		

DS
MAG

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Dan Mann	Signature: <small>DocuSigned by:</small> Dan Mann	9/5/2025
--------------------------------------	--	----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> Paul Feldmann 9/5/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> Holly Magdziary 9/8/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> Jennifer O'Connor 9/8/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> Lawrence S. Dobrosky, Jr. 9/8/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

DS
MAG



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 09/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 1, 2

Sponsor(s): CONSENT AGENDA

Description:

Authorization to execute an agreement with Excel Signs & Service LLC for two (2) Historic Signs and one (1) EMC Board in an amount not to exceed \$111,535.00.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This contract will replace the existing "Historic Main Street" monument sign at the intersection of Fifth Street and Boones Lick Road with a new Electric Message Center (EMC) sign. The EMC sign will have an electronic lighted display where the messaging could change for events and other public announcements.

This contract will also replace the two (2) existing "Historic Main Street" signs located near intersection of Boones Lick Road and Main Street and near intersection of Clark Street and Main Street. The new signs will be similar in size and appearance as the existing signs.

The Main Street Special Business District Advisory Board (SBD) recommended approval to replace the existing signs and to allocate \$30,000.00 from the SBD reserve funds for three (3) entry signs at the April 3, 2025 meeting. The additional funds of \$81,535.00 were identified in the Streets CIP.

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

Fiscal Impact: 111,535.00 **Requisition #:** 20250643

Account #: 218-380-801-874199 \$81,535.00 (25ENGST004)
219-199-199-873199 \$30,000.00 (25MEDIA005)

Project #: 25ENGST004

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

CONTRACT AGREEMENT

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

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **Two (2) Historic District Signs & One (1) EMC Board**, as outlined in Contractor's response to RFP #4764, and invoices 150267 & 150268 a copy of which is attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed within 90 days of Notice to Proceed.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **One Hundred Eleven Thousand Five Hundred Thirty-Five Dollars (\$111,535.00)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

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

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

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

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

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

CONTRACT AGREEMENT

ARTICLE 6. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #31, must be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

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

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

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

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

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

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

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

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.

CONTRACT AGREEMENT

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

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

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

EXCEL SIGNS & SERVICE LLC:

CITY OF SAINT CHARLES, MISSOURI:

Kara G. Hrdlicka 6/19/25
Date

Daniel J. Borgmeyer Date
Mayor

Kara Hrdlicka owner
(Print Name & Title)

Corporate Attest (if applicable):

Attest:

By: Date

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 9/8/2025
C5FB3E8A40BE40D...
Director of Finance Date
Jennifer O'Connor

Daniel Mann

From: Kara Hrdlicka <kara@excelsignstl.com>
Sent: Thursday, August 21, 2025 3:05 PM
To: Daniel Mann
Cc: Matt Hrdlicka; Kara Neubauer; Beth Norviel; Nicholas Galla
Subject: Re: Excel Signs and Design follow up

Follow Up Flag: Follow up
Flag Status: Completed

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.

This is for the EMC at Historic Main Street.

The RFP was issued for 5 EMCs with a lit topper cabinet, a lit lower cabinet, and a brick base. The total amount in the RFP was \$309,500 or \$61,900 each, and noted that pricing was good for 5 EMC purchased at one time.

After we were awarded the RFP, the design was revised to a non-lit topper with a lit logo, a non-lit base with dimensional lettering, and a brick base. However, the first location (and only location picked to date) at the NE corner of 5th & Boone's Lick Rd already had a base. We were asked to quote the sign with no brick base for this location. We also needed to add in the cost of engineered drawings to install on the existing base. To compound the issue, there was a price increase on the EMC boards due to the unexpected addition of tariffs, and we lost our bulk discount pricing. So the best I can break it out is this:

RFP price: \$61,900

Invoice price: \$68,500

Change order: +6,900 due to price increase and design changes; -850 due to change in install type; +550 for engineered drawings for this specific location.

There was no change from the RFP pricing to Invoice for the 2 Historic District Signs.

Let me know if you need any more information on our end.

Thanks!
Kara

KARA HRDLICKA
DESIGNER + PROJECT MANAGER
[314.200.8097 x2](tel:314.200.8097)
kara@excelsignstl.com
design@excelsignstl.com
www.excelsignstl.com

EXCEL
SIGNS & DESIGN

Daniel Mann

From: Kara Hrdlicka <kara@excelsignstl.com>
Sent: Thursday, August 21, 2025 2:47 PM
To: Daniel Mann
Cc: Matt Hrdlicka; Kara Neubauer; Beth Norviel; Nicholas Galla
Subject: Re: Excel Signs and Design follow up
Attachments: Invoice 150262.pdf

Follow Up Flag: Follow up
Flag Status: Completed

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.

Attached is the most recent invoice for the double sided Map Directory Signs. This also had a change from the RFP.

RFP price: \$31,850

Invoice price: \$35,645

Change Order: original size of faces was for 8.5"x11" price of paper, Ed Akers gave us the standard Street Map & Directory produced twice a year which is 24 9/16" x 10 7/8" and asked us to requote a larger face to accommodate the map.

Thanks!

Kara

KARA HRDLICKA
DESIGNER + PROJECT MANAGER
[314.200.8097 x2](tel:314.200.8097)
kara@excelsignstl.com
design@excelsignstl.com
www.excelsignstl.com

EXCEL
SIGNS & DESIGN

On Wed, Aug 20, 2025 at 11:06 AM Daniel Mann <Daniel.Mann@stcharlescitemo.gov> wrote:

Matt – 10a does not work for us, but we can meet in the afternoon. Does 2p work?

Excel Signs & Service LLC
 9621 Sterling Pl
 St. Louis, MO 63123
 3142008097
 excelsignstl.com

Invoice



BILL TO
City of Saint Charles, Missouri

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
150262	06/09/2025	\$35,645.00	08/01/2025	

JOB DESCRIPTION

72" Map Directories - DOUBLE

TERMS

50% down, net 15

ITEM	DESCRIPTION	QTY	AMOUNT
Wayfinding Sign	(Map Directory Signs, Version 1) DOUBLE sided option for Map Directory Signs. Routed aluminum sign panels attached to fluted post with stainless steel screws. Historic logo to be laminated, digitally printed vinyl applied to aluminum oval, mounted to face of sign. Steel backer behind map area. Lockable acrylic box. Resin sign base. 72" tall	7	30,395.00T
Installation	Installation into sidewalk.	7	5,250.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00T

We accept credit card payments by phone! Credit card payments over \$1000 may be subject to a 3% processing fee. Unpaid invoices past 30 days may be subject to 1.5% interest charges each month past due.

Failure of this contractor to pay a person supplying material or services to complete this agreement can result in filing a Mechanic's Lien on the property, which is subject of this agreement pursuant to Chapter 429, RSMo. To avoid this result you may ask for work described in this agreement. Failure to secure Lien Waivers may result in you paying for Labor twice.

SUBTOTAL	35,645.00
TAX (0)	0.00
TOTAL	35,645.00
BALANCE DUE	\$35,645.00

Please remit payments to:
 Excel Signs & Design
 9621 Sterling Pl.
 St. Louis, MO 63123

PROPOSAL FORM
Signs for City Streets
for the City of St. Charles, Missouri

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals 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 Request for Proposal Number 4764 and to all the conditions imposed herein, the undersigned offers and agrees to provide consultant services for the City.

Proposal Form must be signed by authorized representative and attached to Firm's proposal.

Indicate form of proposer:

Sole Proprietor

Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)

Partnership

Corporation (Attach a Copy of Annual Registration Report with Proposal)

Other: S Corp

Full Legal Name of Proposer: Excel Signs & Service, LLC db/a Excel Signs & Design

Street Address: 9621 Sterling Pl.

City/State/Zip Code: St. Louis, MO 63123

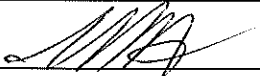
City of St. Charles business license number: _____
(if located within city)

Last 4 Digits of FEIN or SSN: 1829

Telephone: 314.200.8097

Name: Matt Hrdlicka

Title: owner

Signature: 

Date: 1/20/25

Email address: matt@exelsignstl.com



City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Attached please find our proposal for Fabrication & Installation of Signs for City Streets.

Since 2011, Excel Signs & Design has built a reputation as the St. Louis area's most creative and reliable signage design, creation, and installation company. Owners Matt and Kara Hrdlicka are directly involved in the day to day operations of the company including sales, project management, and design. In addition, Kara Neubauer, our Creative Director, would also directly oversee this project.

Excel Signs & Design is proud of the many partnerships it has earned over the years. We specialize in multi-site locations where carrying out consistent branding and image is key for our customers. Some notable clients are Total Access Urgent Care, Telle Tire & Auto Centers, and Bianco Properties. Please visit our website www.excelsignstl.com for testimonials and samples of our work.

References

Total Access Urgent Care

Joe Godfrey, Director of Corporate Services
jgodfrey@tauc.com
(317) 383-1340 (Cell)

Telle Tire & Auto Centers

Aaron Telle, President & CEO
aaron@telletire.com
(314) 594-1616

Bianco Properties

Lisa Sanders, Property Administration
lsanders@biancoproperties.com
314-744-2419



City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Our Proposal

We are providing a narrative for each of the five sign types requested (Over-the-Road Historic Main Street Signs, Boroughs Signs, Wayfinding Signs, EMC Signs, and Main Street Signs). Each narrative will provide an explanation of any details we want to point out or suggested changes we feel the alternative is worth exploring.

Across all signage, we aim to provide guidance that enhances the look and/or durability of the signs. For example, most of the signs have a sign base that is traditionally painted aluminum or iron. Over time, the paint can chip and the base can rust, depending on the metal. We are showing a product that is cast resin which is used in many municipal applications for its durability and ease of cleaning, and is rust-proof, urine proof and vandal proof. This material offers many advantages over cast iron or aluminum. The color is uniform throughout the product, so it is not a black paint that can chip off or fade. There are several models available, but we are showing the Delaware model for its historic look and availability in several sizes so there is consistency across signage.

We have provided timeline notes on each project assuming normal conditions. Weather delays are often the biggest issue with outdoor installations as wet or cold weather can postpone the install until more ideal conditions are met. This is especially the case with installs that require trucks to be parked in grassy locations. We would work with the City to arrive at mutually agreeable conditions to resume work that balances both the safety of our workers and preserving the ground around the sign area. When digging for sign footings, underground utilities and rock are also often unknown until the project begins. We will work with the City to relocate signs if utilities or rock are found to be in the way or offer potential solutions that may work such as hydrodigging. These services are not included in the base quotes provided in this RFP and would be billed in addition.

There are often several options available to install signs with posts, but where the sign is installed can greatly determine the price. Posts installed in dirt or grassy area are usually the least expensive. If a concrete pad or sidewalk exists, we can sometimes bolt the post to the concrete. The most expensive install will require the removal of concrete and use of an auger. Many of the sidewalks in the Historic District of Saint Charles are cobblestone, so the bolt down method is not available in those areas. If the cobblestones are removed and dirt is underneath, we can proceed with a "dirt" install. All digging will be pre-approved by DigRite.

Thank you for the opportunity to bid on this project. You may contact Matt Hrdlicka at matt@excelsignstl.com with any questions.



 matt@excelsignstl.com
 314.779.5352
 www.excelsignstl.com
 9621 Sterling Place | St. Louis, MO 63123

City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Over-The-Road Historic Main Street Signs

We have the lowest height of the arch at 16 feet from grade, complying with minimum MODOT clearance of 14 feet for bridges and 15 feet for some commercial zones. Adjustments can be made pending traffic review of delivery vehicles.

Trusses of this magnitude will require specialized engineered drawings typically in the \$4,000 -\$5,000 range and take about two weeks. We have shown a line item on the estimate for the City to consider this price into the cost of the signage. It would be a direct pass-through cost and Excel Signs would provide receipts along with the sealed and stamped drawings.

Estimate 4061 (Version 1: Main Street Arches)

The front lit channel letters on Version 1 are shown with the light yellow faces and white internally illuminated LEDs. In our previous discussions with the City, we presented the option available for programmable RGB LEDs which would allow for a more custom and creative look if desired. For example, the letters could be shown in alternating red and green during Christmas festivals. Pricing for this option is available upon request.

Estimate 4062 (Version 2: Main Street Arches)

We are showing the front lit logo cabinet as 2 separate cabinets instead of one. The "Downtown" cabinet would be mounted to the face of the oval logo cabinet, creating a more dimensional look.

The timeline on this project would be estimated at: eight weeks for production from the time engineered drawings are received. Site preparation would include: marking location of sign posts; determination of who would remove the cobblestone; footing dug out with an auger on a skidsteer according to depth and width of drawings; City to run electric to sign location; poles are set in concrete foundations and set up for 3 days; final installation of the trusses with a crane and boom trucks takes 1-2 days. Lane closures during footing work, road closure during final installation of trusses (<1 day each archway).

Per MODOT, minimum clearance is 14ft for bridges and 15ft in some commercial zones.



Suggested Base:

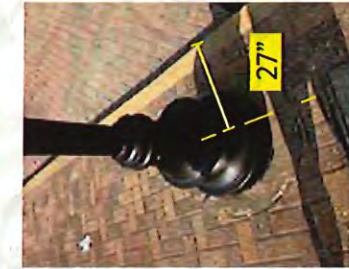
- Heavy Duty resin
- vandal resistant
- won't fade or peel
- won't corrode, rust or rot



shown: Delaware base model (models will vary based on pole size)

COLORS DETAILS | ■ Black ■ TBD

SPECIFICATIONS | (QTY 2) Single sided steel archway with front lit channel letters on one face. Sizes of steel truss and poles to be determined by engineered drawings. Custom light fixture on top of each pole.



Existing light poles in area are 27" center to curb. Customer to remove sidewalk brick prior to installation and re install brick.

Location #1 near N Main and Clark



EXCEL
SIGNS & DESIGN
9621 Sterling Place | St. Louis, MO 63123
314.200.8097 | www.excelsignstl.com



DATE OF PROOF
09/17/2024

DESIGNER
Kara Hrdlicka
kara@excelstl.com
314.200.8097 ext. 2

CONTACT
edward.akers@stcharlescitymo.gov

FILE NAME V1_Main Street Arches_City of Saint Charles_09.ai

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Approved By: _____ Date: _____



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 St. Louis, MO 63123
 314.200.8097
 excelsignstl.com

Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
4061	01/22/2025

JOB DESCRIPTION
 Main Street Arches V1

TERMS
 50% down, net 15

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Custom Sign	(Main Street Arches, Version 1) Single sided steel archway with front lit channel letters on one face. Sizes of steel truss and poles to be determined by engineered drawings. Custom light fixture on top of each pole.	2	99,500.00	199,000.00T
	Client assumes all responsibility for providing adequate working electric to signage at time of installation.			
Installation	Installation of 2 arches	1	17,500.00	17,500.00
Engineered Drawings	Sealed Engineered Drawings *Pricing for product and/or installation is subject to change pending drawing specifications. Final price for drawings will be updated with actual price.	1	5,000.00	5,000.00T
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requoted.

Credit Card payments over \$1000 may be subject to a 3% processing fee.

Failure of this contractor to pay a person supplying material or services to complete this agreement can result in filing a Mechanic's Lien on the property, which is subject of this agreement pursuant to Chapter 429, RSMo. To avoid this result you may ask for work described in this agreement. Failure to secure Lien Waivers may result in you paying for Labor twice.

SUBTOTAL	221,500.00
TAX (0)	0.00
TOTAL	\$221,500.00

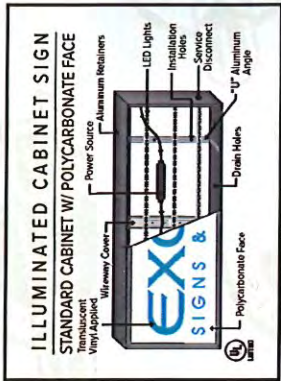
Accepted By

Accepted Date

~What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.

~What's Not: External elements (photosensors, wiring, etc) are not covered.

~What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.



Per MODOT, minimum clearance is 14ft for bridges and 15ft in some commercial zones.

Suggested Base:
 Heavy Duty resin
 -vandal resistant
 -won't fade or peel
 -won't corrode, rust or rot

shown: Delaware base model (models will vary based on pole size)

COLORS DETAILS | ■ Black ■ TBD

SPECIFICATIONS 1 (QTY 2) Single sided steel archway with front lit logo cabinet signs with laminated, digitally printed vinyl applied to polycarbonate panels. "Downtown" cabinet to be mounted in front of oval "Historic St Charles" cabinet. Sizes of steel truss and poles to be determined by engineered drawings.

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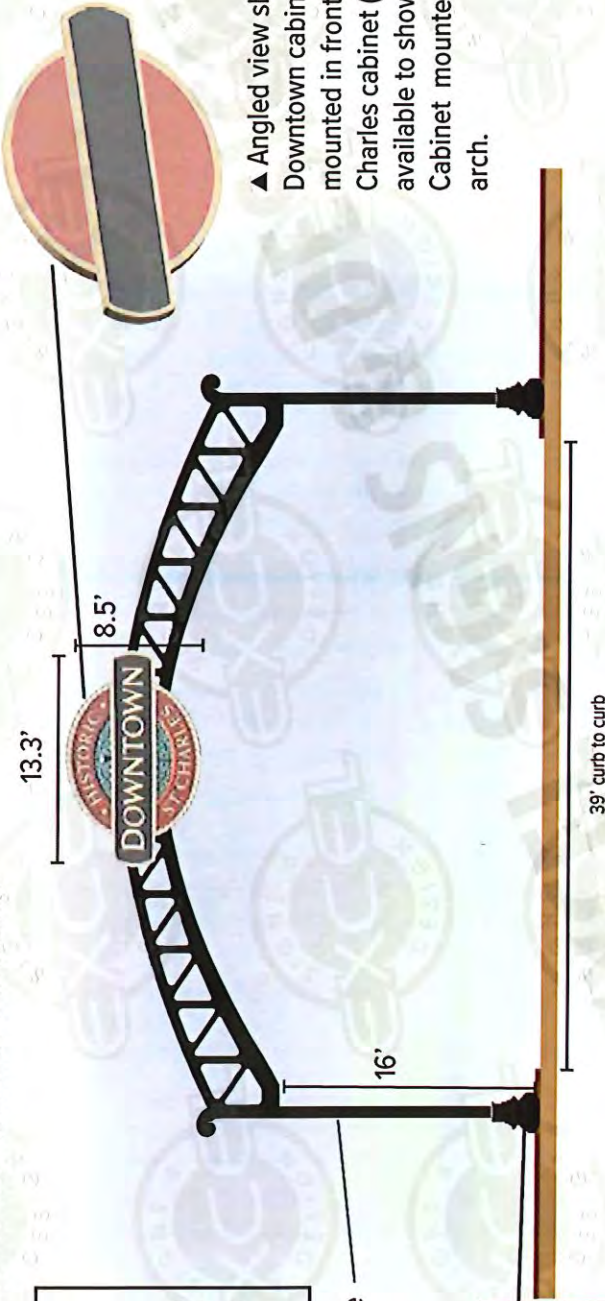


CONTACT
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 Kara Hrdlicka
 kara@excelstl.com
 314.200.8097 ext. 2
 DATE OF PROOF
01/22/2025
 DESIGNER
 Kara Hrdlicka
 kara@excelstl.com
 314.200.8097 ext. 2
 FILE NAME V2_Main Street Arches_City of Saint Charles_09.17.24.ai

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▲ Angled view showing how Downtown cabinet would be mounted in front of oval Historic St. Charles cabinet (vector art was not available to show). Cabinet mounted to one side of arch.

Location #1 near N Main and Clark

Existing light poles in area are 27" center to curb. Customer to remove sidewalk brick prior to installation and re install brick.





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Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
4062	01/22/2025

JOB DESCRIPTION
 Main Street Arches V2

TERMS
 50% down, net 15

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Custom Sign	(Main Street Arches, Version 2) Single sided steel archway with oval front lit channel letter on one face. Sizes of steel truss and poles to be determined by engineered drawings. Custom light fixture on top of each pole.	2	97,500.00	195,000.00T
Installation	Client assumes all responsibility for providing adequate working electric to signage at time of installation. Installation of 2 arches	1	17,500.00	17,500.00
Engineered Drawings	Sealed Engineered Drawings *Pricing for product and/or installation is subject to change pending drawing specifications	1	5,000.00	5,000.00T
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requested.

SUBTOTAL	217,500.00
TAX (0)	0.00
TOTAL	\$217,500.00

Credit Card payments over \$1000 may be subject to a 3% processing fee.

Failure of this contractor to pay a person supplying material or services to complete this agreement can result in filing a Mechanic's Lien on the property, which is subject of this agreement pursuant to Chapter 429, RSMo. To avoid this result you may ask for work described in this agreement. Failure to secure Lien Waivers may result in you paying for Labor twice.

Accepted By

Accepted Date

- What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.
- What's Not: External elements (photosensors, wiring, etc) are not covered.
- What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.



City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Boroughs Signs

We started working with Joe Karolczak on this project back in 2023, at which time we went through several design iterations and multiple discussions in order to land on a design that best suited the needs of Saint Charles City. The drawing that was included in this RFP was a layout that Joe put together during that process but was not what your team had determined was the best option at the time. Therefore, we are including two proposals for these signs in our submission. The first proposal (Estimate 3653 - Version 4) is for the design we priced for Joe Karolczak back in 2023 but has been updated to match the quantities requested in this RFP. The second proposal (Estimate 4054 - Version 6) is what was shown in the RFP that was sent out in 2025.

Estimate 3653 (Version 4)

This design is a higher-end, dimensional option. The sign itself is a custom fabricated aluminum cabinet that is four inches deep. The cabinet would be painted on all sides and has vinyl graphics and copy applied to both faces. During the design process with Joe, we changed the bottom section of the cabinet from white to navy blue so that the Saint Charles logo could be larger, however this change could be reversed if desired. The sign would slip over the painted three inch pole and would be welded securely. We are proposing to use the Delaware style decorative resin base to match all new signage, as detailed in the cover narrative.

Estimate 4054 (Version 6)

This design is a more cost effective option but is still a durable solution. There would be two sign faces sandwiching the three inch pole. Each face is made from a six millimeter thick sheet of aluminum that is routed to the custom shape. The front of each sign face would be fully covered with printed and laminated vinyl. The back side of the sign would be white. The sign faces would be attached to the pole using stainless steel fasteners through the face. All screw heads would be painted to blend in with the sign face but they would still be visible. We are proposing to use the Delaware style decorative resin base to match all new signage, as detailed in the cover narrative.

Both proposed designs are great options that would be durable and aesthetically pleasing. Choosing one over the other is simply a matter of preference. Regardless of the chosen design, each sign will need a concrete footing. For this installation, we would use an auger to drill the hole before setting the pole and pouring concrete. After the pole is secure in the footing, we would install the sign and decorative base.



City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Boroughs Signs (continued)

Each estimate includes the price for twelve of the signs complete with a new pole and resin base. They show two installation line items. Each option gives a price for a single sign installed in either grass/dirt or concrete. In the instance of a concrete location, there is an additional step of cutting the existing concrete to allow space for the auger to dig the hole. Since we do not know the locations of these signs, we priced each scenario out separately so that you could multiply each amount by the applicable quantity. Depending on final locations, road and/or sidewalk closures may be required.

The timeline for this project would depend on the style chosen. Version 4 (Estimate 3653) would be estimated at 4-5 weeks for production and an additional 3-5 days for installation. Version 6 (Estimate 4054) would be estimated at 8 weeks for production and an additional 3-5 days for installation. Site preparation would include marking the sign locations and calling Dig-Rite before starting any work.



COLORS DETAILS | PMS 771 ■ PMS 654 □ White ■ PMS 6120 ■ Black

SPECIFICATIONS | (Qty 12 TOTAL) Double-sided, non-lit post sign (details above); Installed on 3" round pole; Heavy Duty Resin Post Base

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 314-660-7400
 joseph.karolczak@stcharlescitymo.org

DATE OF PROOF
 01/20/2025

DESIGNER
 Kara Neubauer
 kara.n@exceldesignstl.com
 314.200.8097 ext. 3

FILE NAME V4 Boroughs of Riverwalk Signage_09.25.24.ai

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City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Wayfinding Signs (continued)

white and have vinyl graphics/copy applied to the front faces. The signs will include three changeable directional panels that are attached to the existing pole and additional support rods with stainless steel fasteners. These panels are flat aluminum that are painted and will have kiss-cut white vinyl copy applied. We are proposing to use the Delaware style decorative resin base to match all new signage, as detailed in the cover narrative. The corresponding design sheet provided in this RFP shows an angle view and a site photo example. If you chose to reuse the existing posts, we must go with this design. For any new locations, we would suggest still using the same fabrication design for consistency. The estimate provided splits up the fabrication costs into two line items since we are only needing eight new poles in this scenario. The first line shows the cost of the fifteen new signs and decorative bases. The second line shows the cost of eight new poles that are needed. If you look at the total estimate cost, you will see this option saves a total of \$12,341.00.

Both designs proposed are high-end, durable options. However, the overall cost is substantially less if you were to reuse seven of the existing poles as proposed in Estimate 3939 (Version 1: ReUse Post Option). If a new pole is being set, we would use an auger to drill the hole before setting the pole and pouring concrete. After the pole is secure in the footing, we would install the sign and decorative base. If we are reusing an existing pole, we would first remove the existing sign and repaint the pole, if needed. We then would install the new sign and decorative base over the existing pole. Depending on final locations, road and/or sidewalk closures may be required.

Regardless of the chosen design, the timeline for this project would be estimated at 8 weeks for production and an additional 3-5 days for installation. Site preparation would include marking the sign locations and calling Dig-Rite before starting any work.

City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Exhibit A

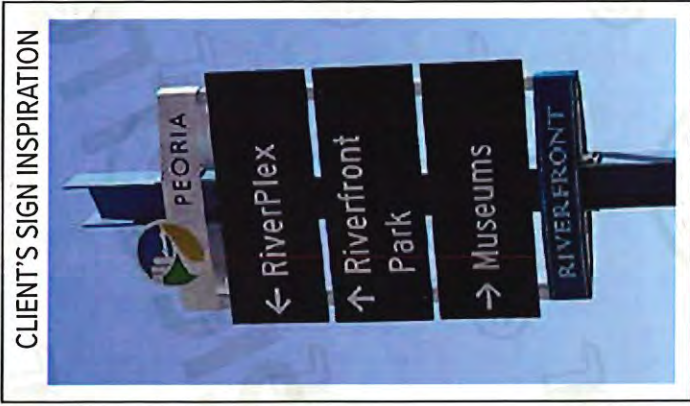
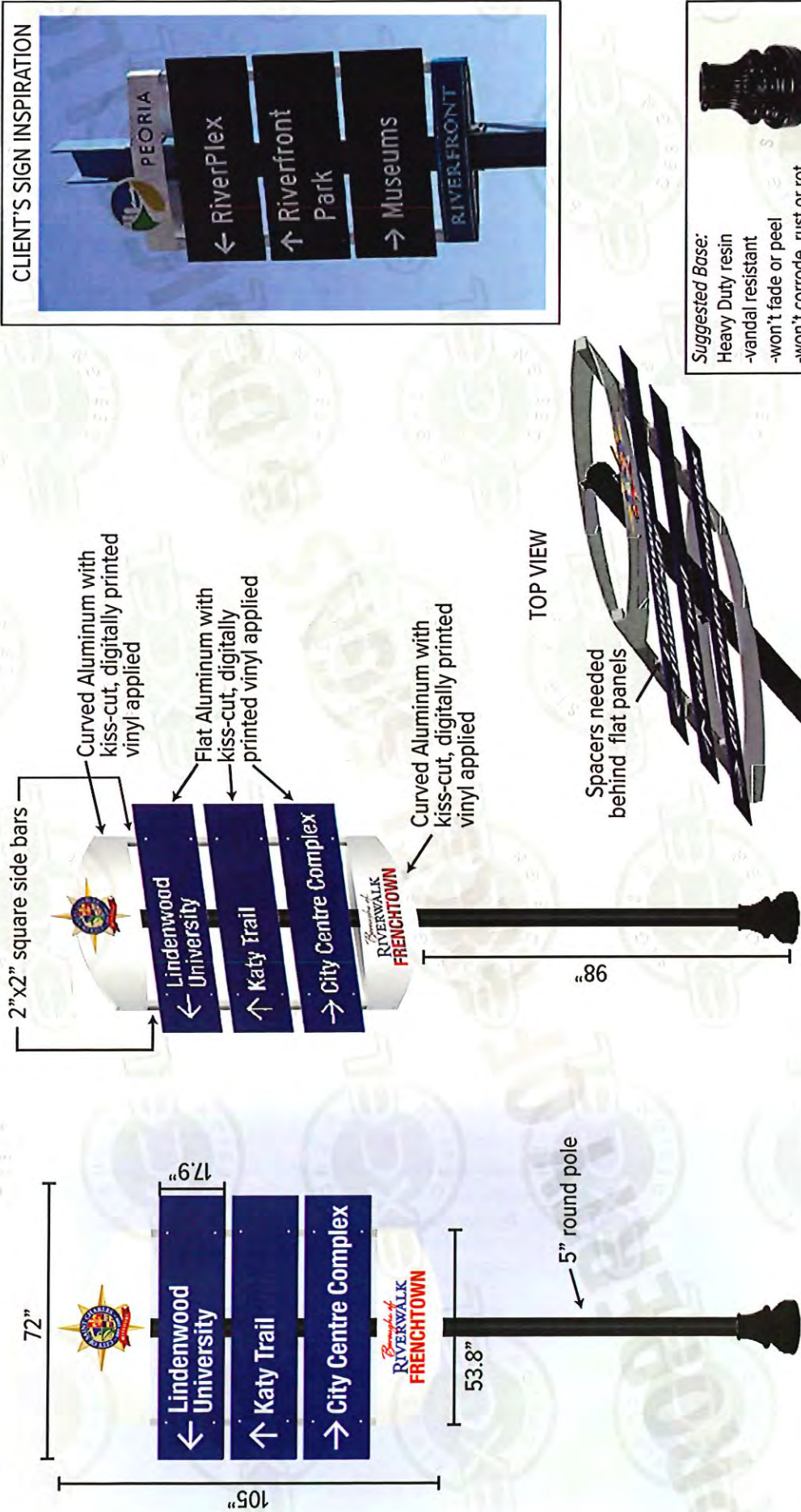
A total of ten existing wayfinding signs were found during a site survey. Below are photo examples of the two different styles found:



QTY 7 (pole could be reused)



QTY 3 (pole could not be reused)



Suggested Base:
 Heavy Duty resin
 -vandal resistant
 -won't fade or peel
 -won't corrode, rust or rot
 shown: Delaware base model (models will vary based on pole size)

COLORS DETAILS | ■ PMS 771 ■ PMS 654 □ White ■ Black

SPECIFICATIONS | (Qty 15) Single-sided, custom wayfinding signs; Installed on 5" round post; Heavy duty resin post base.

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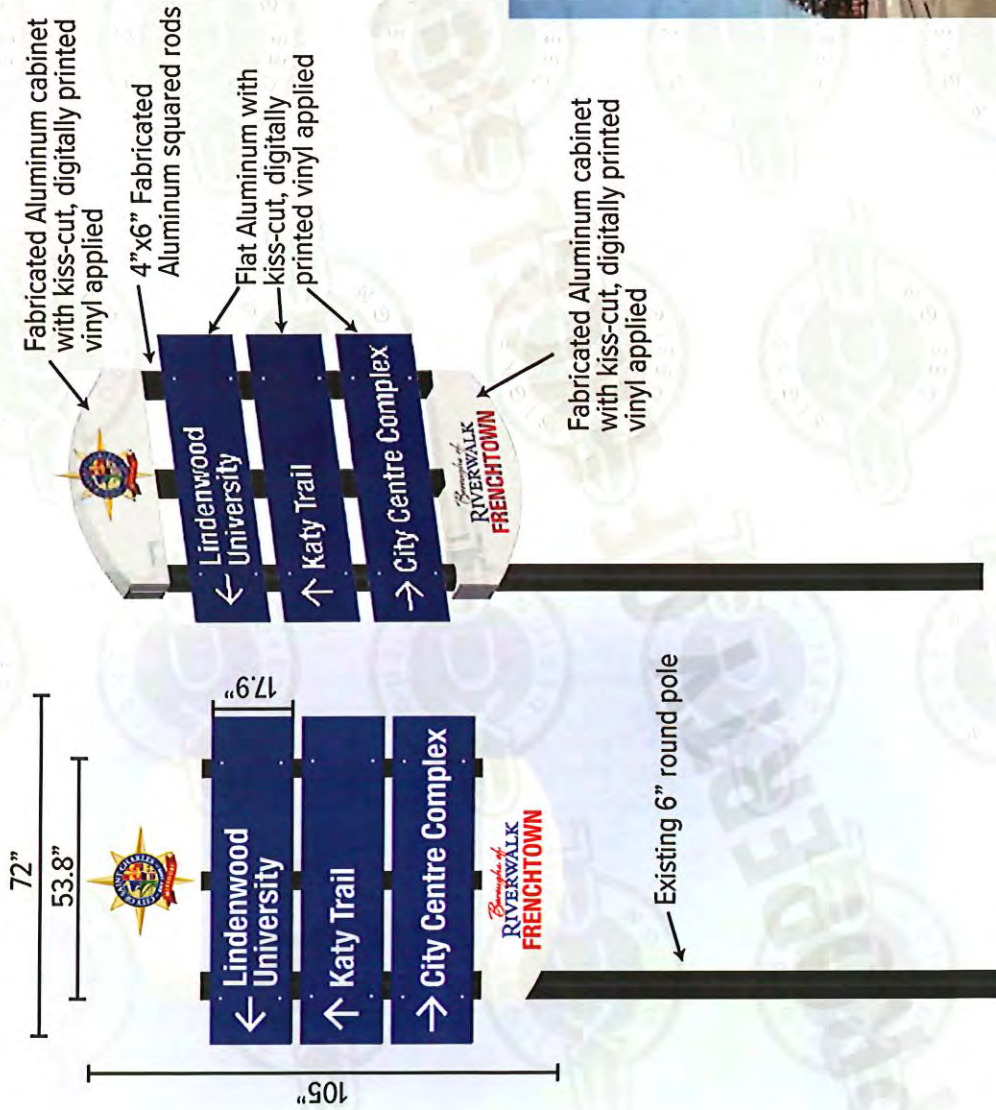
DATE OF PROOF
 01/20/2025
DESIGNER
 Kara Neubauer
 kara.n@excelstl.com
 314.200.8097 ext. 3

FILE NAME V1 Wayfinding New Pole_City of Saint Charles_01.20.24.ai

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WHY USE THE OFFSET DESIGN?

If we used the center pole design on your existing poles, like the one shown to the right, the sign itself would stick out in the roadway.



↑ Proposed Sign

Existing Sign ↑

COLORS DETAILS | ■ PMS 771 ■ PMS 654 White

SPECIFICATIONS | Single-sided, custom wayfinding signs to be mounted on existing pole

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314.200.8097 | www.excelstl.com



Eward Akers
edward.akers@stcharlescymmo.gov

DATE OF PROOF
01/20/2025
DESIGNER
Kara Neubauer
kara.n@excelstl.com
314.200.8097 ext. 3

FILE NAME V1 Wayfinding ReUse Pole_City of Saint Charles_09.16.24.ai

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 excelsignstl.com

Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
3939	01/20/2025

JOB DESCRIPTION **TERMS** **DEPOSIT DUE**
 V1 Wayfinding Signs: ReUse Pole 50% down - Balance Net 15 \$53,982.00

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Wayfinding Sign	Single-sided Custom Wayfinding Sign; Sign face overall size: 72" x 105"; Fabricated aluminum cabinet top and bottom sections with kiss-cut, digitally printed vinyl applied; (3) Flat aluminum removable sign panels with kiss-cut, digitally printed vinyl applied; Includes heavy duty resin post base to fit a 6" pole. *Pricing is good for quantity of 15 signs. If quantity is less than 15, pricing may change.	15	5,904.00	88,560.00T
Pole	6" round pole, painted black (for signs locations that do not have an existing post)	8	1,413.00	11,304.00T
Installation	Installation of new sign on existing post; Includes removal of existing sign face.	7	300.00	2,100.00
Installation	Installation of new pole in grass or dirt; Auger foundation with concrete footing.	8	750.00	6,000.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requested.

Credit Card payments over \$1000 may be subject to a 3% processing fee.

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SUBTOTAL	107,964.00
TAX (0)	0.00
TOTAL	\$107,964.00

Accepted By

Accepted Date

~What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.

~What's Not: External elements (photosensors, wiring, etc) are not covered.

~What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.



City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Electronic Message Center (EMC) Signs

Estimate 4059 (Version 1: EMC Monuments)

The design proposed in the RFP has a front-lit cabinet atop an EMC along with a lower front-lit cabinet. The issue we see with this design is that the EMC message will constantly be competing visually with bright white cabinets. This may make it difficult for your messages to be seen easily, especially at night where the white cabinets may wash out the EMC. The solution would be to darken one of the cabinets. In Version 1, we show that you can simply reverse the colors of the lower cabinet to a dark blue background with white lettering. There is no cost difference for this alternative look.

Estimate 4060 (Version 1.2: EMC Monuments)

If you prefer to tone down the top cabinet instead, Version 1.2 shows how we would make the top cabinet a white painted aluminum cabinet with the City logo as a front lit channel letter mounted to the cabinet. This would allow the logo to be visible even at night but would not compete with the EMC as much.

We are quoting an EMC size of 60"x120." The product we are quoting, NextLED, comes in 12"x24" modules that are stacked together. The measurements of the cabinets and base have been adjusted accordingly to line up.

NextLED modules are sealed to withstand heat, cold, wind, and humidity. They do not require any fan or ventilation. The internal cellular routers mean that there is no dedicated computer needed to operate the EMC. The cloud-based programming allows users to access the boards through any computer or cell phone, as well as allowing service technicians to diagnose and often fix software issues remotely. The cellular data is for the lifetime of the display, so there are no additional data charges. NextLED partners with Project Content to help you design and edit professional templates specifically made for EMCs. The company is located in Wichita, Kansas so parts and assistance are quickly available. Our quote comes with a seven (7) year parts, labor, and color brightness warranty because we are so confident in this product.

The installation price is inclusive of the brick base, footings, pole and installation of the cabinets and EMCs.

The timeline on this project would be estimated at: 4-5 weeks for production of cabinets and assembly of EMC framing; brick bases take 5-7 days each; poles are set in footing and allowed to cure 3-5 days; signs are installed with crane and take 3-5 days to install all 5 signs.

7 YEARS
NO
WORRIES



PARTS



LABOR



BRIGHTNESS



LICENSED DISTRIBUTOR FOR



EMC / LED BOARDS

EMC Boards (or as most people refer to them, LED Boards) are proven for getting your business' information out quickly and are a **very effective marketing tool**. Changing your message keeps your audience engaged, giving EMC Boards a major advantage over static signage. Day or night, your sign gets noticed.

MODULAR DESIGN



The unique modular design allows sign companies to quickly and easily assemble a high definition digital display supported by a rigid frame and optional aesthetic back panels.

HIGH RESOLUTION HIGH BRIGHTNESS



STAX™ Modules feature 9.5mm SMD resolution. Amazing display clarity perfect for nearly every commercial application. And at 8,500 NITS brightness, you can be sure that STAX™ outshines the sun for years.



CLOUD-BASED SOFTWARE

Using cellular data, NextLED signs utilize a cloud-based software. Control your STAX™ Display from anywhere, on any device. No software to download. Simply log on and put your sign to work! NextLED even takes care of all data service charges for the lifetime of the display!



LIFETIME SUPPORT

NextLED provides an elevated level of support. After your sign is installed, you've got nothing to worry about. NextLED handles software training, account support, trouble shooting, and often re-training for sign owners and operators.

HANDS DOWN, THE BEST MARKETING INVESTMENT YOU CAN MAKE IN YOUR BUSINESS OR ORGANIZATION. FOR A FRACTION OF WHAT YOU'LL SPEND IN OTHER MEDIA, AN LED DISPLAY LETS YOU DYNAMICALLY MARKET YOUR PRODUCTS AND SERVICES TO THE PEOPLE RIGHT IN FRONT OF YOUR DOOR.

PROMOTE SPECIAL EVENTS
ADVERTISE DAILY SPECIALS
CONNECT WITH YOUR COMMUNITY
RECOGNIZE EMPLOYEES
HIGHLIGHT SEASONAL PRODUCTS
GRAB ATTENTION



FIND OUR EMC BOARDS



9.5MM • 3FT X 8FT EMC • 2023
High Mount School
1721 Boul Ave
Swansea, IL 62226



9.5MM • 6FT X 12FT EMC • 2022
Genuine Appliance
639 N Creek Drive
Festus, MO 63028



9.5MM • 4FT X 8FT EMC • 2023
West Central Church of Christ
4662 Delmar Blvd
Saint Louis, MO 63108



9.5MM • 3FT X 8FT EMC • 2023
Crestview Middle School
16025 Clayton Rd,
Manchester, MO 63011



10MM • 200in X 75in EMC • 2021
Concord Plaza
129 Concord Plaza Shopping Center
Saint Louis, MO 63128



10MM • 75in X 37.5in EMC • 2019
Saint Simon The Apostle Church
11011 Mueller Road
Saint Louis, MO 63123



9.5MM • 3FT X 8FT EMC • 2023
Saint Johns United Church of Christ
11333 St. John's Church Road
Green Park, MO 63123



9.5MM • 9FT X 14FT EMC • 2021
City of Pacific
300 Hoven Drive
Pacific, MO 63069



10MM • 54in X 104in EMC • 2014
Immaculate Conception Church
2300 Church Road
Arnold, MO 63010



City of Saint Charles, Missouri
RFP#4764 Signs for City Streets

Historic District Signs

Estimate 4063 (Version 1: Historic District Signs)

Our proposal for the (2) Historic District Signs are shown to the dimensions provided. The large green sign is quoted in HDU (High Density Urethane) which is a strong waterproof material that accepts routing and paint. These signs would have a wood grain texture. Two single sided panels would be mounted to horizontal supports as shown in the diagram. The historic logo would be a raised panel with digitally printed vinyl mounted to the face of the sign. The lettering and yellow trim are also raised and painted.

The arched topper with custom scrollwork has an added railing to the top lettering for support.

We are showing this project with the suggested resin sign base.

The timeline on this project would be estimated at: Production time of signage 6 weeks; removal of old signs and new holes possibly dug with auger; new poles set in new concrete footing, installation of both signs 2-3 days total. Some lane and/or sidewalk closures.

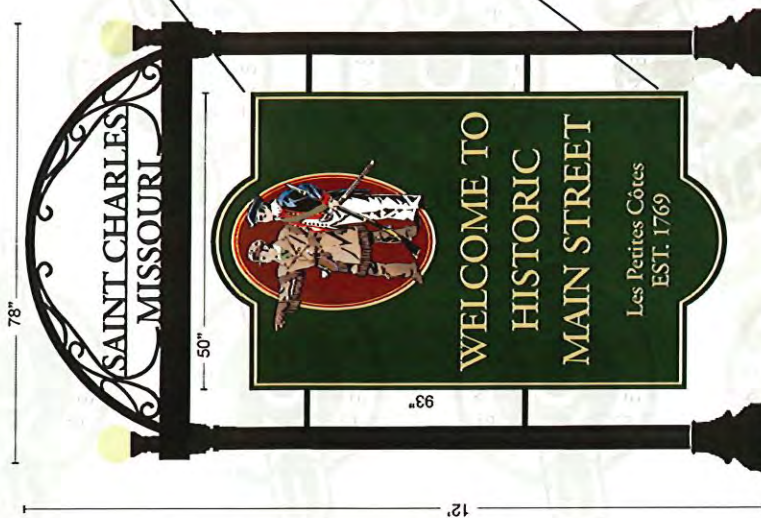
Map Directory Signs

Estimate 4057/4058 (Version 1: Map Directory Signs)

This custom sign has the poles quoted as 4" fluted per the RFP, however we suggest a 2" diameter pole for this application. The size of the map directory signs can be decided upon, we are suggesting approximately 12"x24" to be to scale of the drawing. While there are prefabricated signs similar in look to this sign, it has many custom components like the added steel plate and custom lockable acrylic box.

We are also suggesting the resin base in the same model as the other signage.

The timeline on this project would be estimated at: Production time of 4-5 weeks; site prep would include marking location of sign posts; determination of who would remove the cobblestone; footing dug out (assumes dirt below cobblestones); new posts set in new concrete footing; installation of all signs to take 2-3 days. Lane and sidewalk closures.



Suggested: Resin base
(Delaware model shown)

COLORS DETAILS | ■ PMS 1815 ■ PMS 155 ■ PMS 350

SPECIFICATIONS | (Qty 2 signs) Each sign to have two single sided HDU signs with CNC routed wood grain look on panels with raised lettering. Arched top to have 1/2" thick custom aluminum scrolling, CNC aluminum cut letters mounted to rail. Light fixtures mounted to top of each cast aluminum pole. Illustration to be laminated digital print applied to face of sign. Panels are mounted back-to-back with support structure in between. Installed into ground with concrete footing.

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DATE OF PROOF
01/22/2025
DESIGNER
Kara Hrdlicka
kara@excelsignstl.com
314.200.8097 ext. 2
FILE NAME V1_Historic District Signs_City of Saint Charles_09.16.24a1a1

sign insert to have faux wood grain texture on green background



Standard Wood Grain #2 shown



▲▼existing signs to be replaced



▲ Angled view



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If satisfied with the layout/design please sign, date and email to your designer

Approved By: _____ Date: _____



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 St. Louis, MO 63123
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Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
4063	01/22/2025

JOB DESCRIPTION
 Historic District Signs

TERMS
 50% down, net 15

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Custom Sign	(Historic District Signs) Each sign to have two single sided HDU signs with CNC wood grain look on panels with raised lettering. Illustration to be laminated, digitally printed vinyl applied to face of sign. Panels are mounted back-to-back with support structure in between. Arched top to have custom scrolling, CNC cut letters mounted to aluminum rail. Cast aluminum poles, custom lights at top of poles.	2	19,495.00	38,990.00T
Installation	Installation of 2 signs	1	3,095.00	3,095.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T
Sign Removal	Removal of existing signs	1	950.00	950.00

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requoted.

Credit Card payments over \$1000 may be subject to a 3% processing fee.

Failure of this contractor to pay a person supplying material or services to complete this agreement can result in filing a Mechanic's Lien on the property, which is subject of this agreement pursuant to Chapter 429, RSMo. To avoid this result you may ask for work described in this agreement. Failure to secure Lien Waivers may result in you paying for Labor twice.

SUBTOTAL	43,035.00
TAX (0)	0.00
TOTAL	\$43,035.00

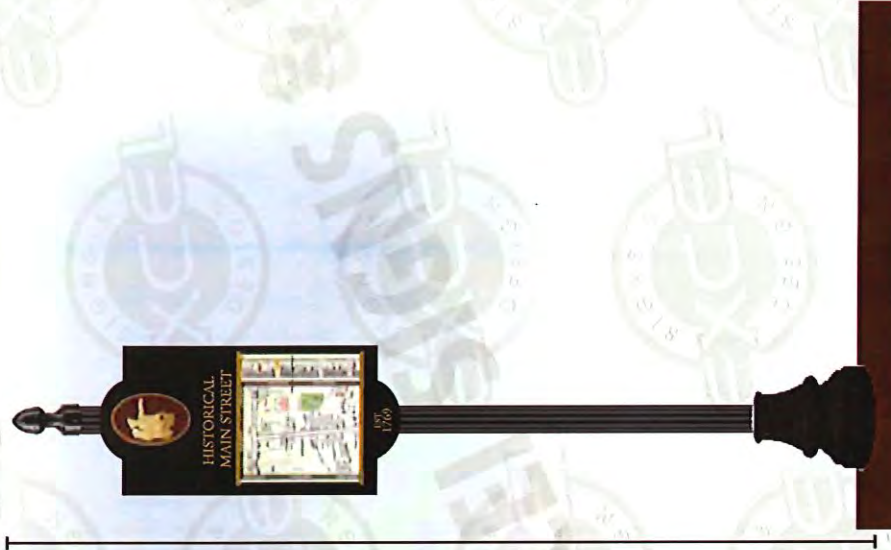
Accepted By

Accepted Date

~What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.

~What's Not: External elements (photosensors, wiring, etc) are not covered.

~What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.



63" per email response

COLORS DETAILS | ■ Black

SPECIFICATIONS | (Qty 7 signs) Routed aluminum sign panel fastened to fluted post with stainless steel screws. Decorative finial topper. Historic logo to be laminated, digitally printed vinyl applied to routed aluminum oval, fastened to sign face. Steel plate backer behind map area. Lockable acrylic case. Resin sign base. Installed into sidewalk.

EXCEL
SIGNS & DESIGN
 9621 Sterling Place | St. Louis, MO 63123
 314.200.8097 | www.excelstl.com



CONTACT
 Ed Akers
 636-949-3394
 edward.akers@stcharlescitemo.gov

DATE OF PROOF
 01/22/2025

DESIGNER
 Kara Hrdlicka
 kara@excelstl.com
 314.200.8097 ext. 2

FILE NAME V01_Dictionary Map Signs_City of Saint Charles_01.17.25.ai

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If satisfied with the layout/design please sign, date and email to your designer
 Approved By: _____ Date: _____



Excel Signs & Design
 9621 Sterling Pl
 St. Louis, MO 63123
 314.200.8097
 excelsignstl.com

Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
4057	01/21/2025

JOB DESCRIPTION
 Map Directories - SINGLE SIDED

TERMS
 50% down, net 15

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Wayfinding Sign	(Map Directory Signs, Version 1) SINGLE sided option for Map Directory Signs. Routed aluminum sign panel attached to fluted post with stainless steel screws. Decorative finial topper. Historic logo to be laminated, digitally printed vinyl applied to aluminum oval, mounted to face of sign. Steel backer behind map area. Lockable acrylic box. Resin sign base.	7	2,928.5714286	20,500.00T
Installation	Installation into sidewalk.	7	750.00	5,250.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requoted.

Credit Card payments over \$1000 may be subject to a 3% processing fee.

Failure of this contractor to pay a person supplying material or services to complete this agreement can result in filing a Mechanic's Lien on the property, which is subject of this agreement pursuant to Chapter 429, RSMo. To avoid this result you may ask for work described in this agreement. Failure to secure Lien Waivers may result in you paying for Labor twice.

SUBTOTAL	25,750.00
TAX (0)	0.00
TOTAL	\$25,750.00

Accepted By

Accepted Date

-What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.

-What's Not: External elements (photosensors, wiring, etc) are not covered.

-What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.



Excel Signs & Design
 9621 Sterling Pl
 St. Louis, MO 63123
 314.200.8097
 excelsignstl.com

Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
4058	01/21/2025

JOB DESCRIPTION
 Map Directories - DOUBLE SIDED

TERMS
 50% down, net 15

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Wayfinding Sign	(Map Directory Signs, Version 1) DOUBLE sided option for Map Directory Signs. Routed aluminum sign panels attached to fluted post with stainless steel screws. Decorative finial topper. Historic logo to be laminated, digitally printed vinyl applied to aluminum oval, mounted to face of sign. Steel backer behind map area. Lockable acrylic box. Resin sign base.	7	3,800.00	26,600.00T
Installation	Installation into sidewalk.	7	750.00	5,250.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requoted.

Credit Card payments over \$1000 may be subject to a 3% processing fee.

Failure of this contractor to pay a person supplying material or services to complete this agreement can result in filing a Mechanic's Lien on the property, which is subject of this agreement pursuant to Chapter 429, RSMo. To avoid this result you may ask for work described in this agreement. Failure to secure Lien Waivers may result in you paying for Labor twice.

SUBTOTAL	31,850.00
TAX (0)	0.00
TOTAL	\$31,850.00

Accepted By

Accepted Date

~What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.

~What's Not: External elements (photosensors, wiring, etc) are not covered.

~What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.



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 St. Louis, MO 63123
 314.200.8097
 excelsignstl.com

Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
4059	01/21/2025

JOB DESCRIPTION
 EMC Monuments V1

TERMS
 50% down, net 15

ITEM	DESCRIPTION	QTY	RATE	TOTAL
EMC board	(EMC Monuments Version 1) Double sided monument sign with 9.5 MM Electrical Message Center board. Top and bottom cabinets to be internally illuminated cabinet sign with digitally printed translucent vinyl. Fabricated aluminum capstones. Seven year warranty on parts, labor & brightness/color uniformity; controller, software and training included. **Client assumes all responsibility for providing adequate working electric to signage at time of installation.	5	56,400.00	282,000.00T
Installation	Installation of Monuments Signs into caisson foundations. Includes new Schedule 40 pole. Brick base to match City Centre.	1	27,500.00	27,500.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T
Note	Pricing shown good for Quantity 5 signs.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requested.

SUBTOTAL	309,500.00
TAX (0)	0.00
TOTAL	\$309,500.00

Credit Card payments over \$1000 may be subject to a 3% processing fee.

Failure of this contractor to pay a person supplying material or services to complete this agreement can result in filing a Mechanic's Lien on the property, which is subject of this agreement pursuant to Chapter 429, RSMo. To avoid this result you may ask for work described in this agreement. Failure to secure Lien Waivers may result in you paying for Labor twice.

Accepted By

Accepted Date

~What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.

~What's Not: External elements (photosensors, wiring, etc) are not covered.

~What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.

Certificate Of Completion

Envelope Id: 33F56117-8E82-4C09-B1F1-2CBD923B7724

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing_EXCEL Signs

Source Envelope:

Document Pages: 41

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

9/5/2025 9:56:20 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.168.248

Signed using mobile

Timestamp

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Viewed: 9/5/2025 10:12:48 AM

Signed: 9/5/2025 10:12:55 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

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Signed: 9/5/2025 10:17:55 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:

CA2B397B773142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 9/5/2025 10:17:58 AM

Viewed: 9/5/2025 10:39:51 AM

Signed: 9/5/2025 10:39:59 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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Viewed: 9/5/2025 11:42:42 AM

Signed: 9/5/2025 11:42:59 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

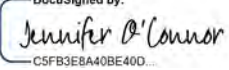
Holly Magdziarz
 holly.magdziarz@stcharlescitymo.gov
 City Attorney
 City of Saint Charles, MO
 Signing Group: LEGAL REVIEW
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

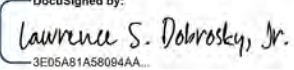
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 Viewed: 9/8/2025 8:40:38 AM
 Signed: 9/8/2025 8:40:59 AM

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

DocuSigned by:

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

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 Viewed: 9/8/2025 8:42:13 AM
 Signed: 9/8/2025 8:42:33 AM

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

DocuSigned by:

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

Sent: 9/8/2025 8:42:38 AM
 Viewed: 9/8/2025 9:34:06 AM
 Signed: 9/8/2025 9:34:48 AM

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

Sent: 9/8/2025 9:34:51 AM
 Viewed: 9/8/2025 9:36:12 AM

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

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

City Clerk - Assign Contract #

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

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

COPIED

Sent: 9/8/2025 8:42:37 AM
Viewed: 9/8/2025 9:00:55 AM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/5/2025 10:09:44 AM
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Payment Events	Status	Timestamps
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Excel Signs & Design
 9621 Sterling Pl
 St. Louis, MO 63123
 314.200.8097
 excelsignstl.com

Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
3653	01/20/2025

JOB DESCRIPTION V4 Boroughs of Riverwalk Signs	TERMS 50% down - Balance Net 15	DEPOSIT DUE TBD after locations are known
--	---	---

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Custom Sign	Double-sided, non-lit post sign; Painted aluminum cabinet; Copy and river graphics to be kiss-cut, laminated, digitally printed vinyl; 3" round black pole with heavy duty resin post base; Overall cabinet size 42" x 42" with post 13ft above grade. *Pricing is good for quantity of 12 signs. If quantity is less than 12, pricing may change.	12	3,687.50	44,250.00T
Installation	Option 1: Installation in grass or dirt; Auger foundation with concrete footing. *Pricing is per sign. Final quantity to be determined once locations are specified.	1	750.00	750.00
Installation	Option 2: Installation in concrete; Cut concrete, auger foundation with concrete footing. *Pricing is per sign. Final quantity to be determined once locations are specified.	1	1,775.00	1,775.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be quoted.

Credit Card payments over \$1000 may be subject to a 3% processing fee.

SUBTOTAL	46,775.00
TAX (0)	0.00
TOTAL	\$46,775.00

Accepted By

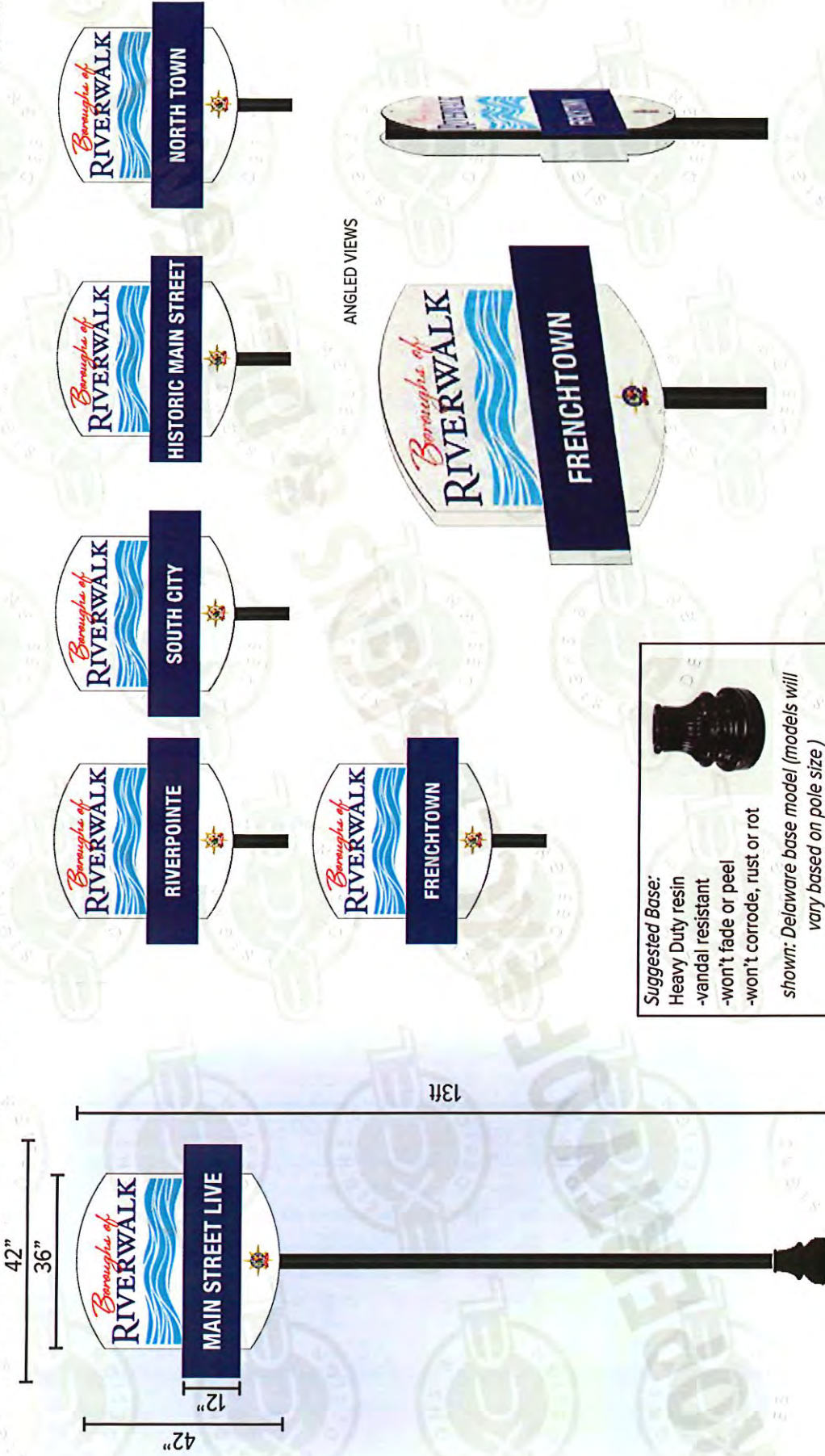
Accepted Date

~What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.

~What's Not: External elements (photosensors, wiring, etc) are not covered.

~What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.

CITY OF SAINT CHARLES | BOROUGHES OF RIVERWALK SIGNAGE | VERSION 6



Suggested Base:
 Heavy Duty resin
 -vandal resistant
 -won't fade or peel
 -won't corrode, rust or rot

shown: Delaware base model (models will vary based on pole size)

COLORS DETAILS | ■ PMS 771 ■ PMS 654 ■ PMS 6120 ■ Black

SPECIFICATIONS | (Qty 12 TOTAL - Qty of each Borough TBD) Double-sided, non-ill post sign; (2) 6mm aluminum substrates with full coverage, digitally printed, laminated vinyl graphics applied to one side, reverse side to be white; Installed on 3" round pole using fasteners through each face; Heavy Duty Resin Post Base

EXCEL SIGNS & DESIGN
 9621 Sterling Place | St. Louis, MO 63123
 314.200.8097 | www.excelstl.com

CONTACT
 Joe Karolczak 314-660-7400
 joseph.karolczak@stcharlescitymo.org

DATE OF PROOF
 01/20/2025

DESIGNER
 Kara Neubauer
 kara.n@excelstl.com
 314.200.8097 ext. 3

FILE NAME V6 Boroughs of Riverwalk Signage_City of Saint Charles_01.20.25.ai

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If satisfied with the layout/design please sign, date and email to your designer

Approved By: _____ Date: _____





Excel Signs & Design
 9621 Sterling Pl
 St. Louis, MO 63123
 314.200.8097
 excelsignstl.com

Estimate

ADDRESS
City of Saint Charles, Missouri

ESTIMATE #	DATE
4054	01/20/2025

JOB DESCRIPTION V6 Boroughs of Riverwalk Signs	TERMS 50% down - Balance Net 15	DEPOSIT DUE TBD after locations are known
--	---	---

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Custom Sign	Double-sided, non-lit post sign; (2) 6mm thick aluminum substrate with laminated, digitally printed vinyl, routed to custom shape; Substrates to sandwich 3" round black pole; Heavy duty resin decorative base; Overall sign face size 42" x 42" with post 13ft above grade. *Pricing is good for quantity of 12 signs. If quantity is less than 12, pricing may change.	12	2,787.50	33,450.00T
Installation	Option 1: Installation in grass or dirt; Auger foundation with concrete footing. *Pricing is per sign. Final quantity to be determined once locations are specified.	1	750.00	750.00
Installation	Option 2: Installation in concrete; Cut concrete, auger foundation with concrete footing. *Pricing is per sign. Final quantity to be determined once locations are specified.	1	1,775.00	1,775.00
Rock Clause	Excel Signs & Designs is not responsible for an unforeseen obstructions below surface. If we cannot continue to drill/dig as planned or that we must remove or detour around, we will need to address the situation with the customer and it could include extra cost not included in this estimate.	1	0.00	0.00T

DUE TO RECENT MARKET CHANGES, deposit must be received within 30 days of estimate or project may be requested.
 Credit Card payments over \$1000 may be subject to a 3% processing fee.

SUBTOTAL	35,975.00
TAX (0)	0.00
TOTAL	\$35,975.00

Accepted By

Accepted Date

-What's Covered: Excel Signs & Design warranties our signage and all internal elements for a period of one year from installation, excluding acts of God.
 -What's Not: External elements (photosensors, wiring, etc) are not covered.
 -What Else: For lit signs, client assumes all responsibility for providing working electric to signage at time of installation.



City of Saint Charles, Missouri

RFP#4764 Signs for City Streets

Wayfinding Signs

We are including two proposals for the wayfinding signage. The first proposal (Estimate 3938 - Version 1: New Post Option) is for the signs as requested in the RFP. When we first learned about this aspect of the project, our team drove through the area to look at all existing wayfinding signage. While surveying the area, we thought of an option that could save Saint Charles a significant amount if we were to re-use the existing wayfinding sign poles - our team found seven signs with poles that could be reused. The second proposal (Estimate 3939 - Version 1: ReUse Post Option) details our suggestions and design changes that are needed in order to reuse the existing seven poles.

Estimate 3938 (Version 1: New Post Option)

This design is as shown in the RFP. It follows the sign inspiration shown in the photograph of the Peoria Illinois Riverfront signage. Unlike the Peoria sign example that uses an I-Beam, we are proposing a round pole to go through the center which will be more cohesive with the other signage within the RFP and allows for the use of the same decorative base. The top and bottom portions of the sign are a custom shaped, curved aluminum that sit on either side of the center pole and wrap around the two inch square side bars. These sections would be painted white and have vinyl graphics and copy applied to the front faces. The signs will include three changeable directional panels that are attached to the side bars with stainless steel fasteners. These panels are flat aluminum that are painted and will have kiss-cut white vinyl copy applied. The corresponding design sheet provided in this RFP shows various angle views and gives specific details for each component. We are proposing to use the Delaware style decorative resin base to match all new signage, as detailed in the cover narrative. The estimate provided also includes the cost to remove the existing signs that were found during our site survey (see Exhibit A on the third page of this narrative for photo examples). If moving forward with this option, we have concerns on the locations. If your team intends to put these along Fifth Street where the existing signs are located, there are some instances where sidewalks may need to be re-routed to allow the sign to sit far enough off the road so that the sign does not project into the roadway.

Estimate 3939 (Version 1: ReUse Post Option)

This design has been altered to accommodate the use of the seven existing poles that are along Fifth Street. Like the existing wayfinding signs, we would need the sign to offset the pole so that the sign does not project into the roadway. Since the existing six inch pole would be positioned to the far left, the top and bottom sections would not be able to have the curve that is proposed in the new post option. The top and bottom sections on this sign would be fabricated cabinets (like those shown with the Boroughs Signs Version 4) that will slip over the existing pole and be welded securely. These cabinets would be painted

RCA FORM (OFFICE USE ONLY)

Bill # 14006

MEETING/DATE: 9/2/2025

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): MICHAEL GALBA

Description:

AN ORDINANCE FIXING AND ESTABLISHING THE RATE AND LEVYING THE TAXES FOR THE GENERAL REVENUE FUNDS AND FOR THE VARIOUS SPECIAL FUNDS OF AND FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE YEAR TWO THOUSAND AND TWENTY-FIVE.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Establishment of annual property tax rate as follows:

General	.4148
Public Park Maintenance	.1788
Debt Service	<u>.1613</u>
	<u>.7549</u>
Special Business District (1)	.2800
Special Business District (2)	.2800

Please see attached documentation for additional information.

Proforma for Mayor signature and Clerk certification with County Assessor will be forwarded once received from State Auditor.

State Law requires certification of tax rate to be delivered to County no later than Oct. 1.

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

Fiscal Impact: N/A

Account #: various

Project #: N/A

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

Bill No. 14006

Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE FIXING AND ESTABLISHING THE RATE AND LEVYING THE TAXES FOR THE GENERAL REVENUE FUNDS AND FOR THE VARIOUS SPECIAL FUNDS OF AND FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE YEAR TWO THOUSAND AND TWENTY-FIVE.

WHEREAS, the City Council for the City of Saint Charles, Missouri, conducted a public hearing on September 16, 2025 on the proposed tax rate for the year 2025 in accordance with Sections 67.110 and 137.073 of the Revised Statutes of the State of Missouri; and

WHEREAS, in the year 2024 the tax rate for the General Fund was set and fixed at the rate of Forty-Two and 66/100 Cents (\$0.4266) on each One Hundred Dollars (\$100.00) of said assessment and valuation; the tax rate for the Public Park Fund was set and fixed at the rate of Eighteen and 39/100 Cents (\$0.1839) on each One Hundred Dollars (\$100.00) of said assessment and valuation; and the tax rate for the Bond Redemption Fund was set and fixed at the rate of Sixteen and 13/100 Cents (\$0.1613) on each One Hundred Dollars (\$100.00) of said assessment and valuation; and

WHEREAS, for the year 2025, the assessed valuation of property within the City has increased by approximately 6.6% and the City Council of the City of St. Charles, Missouri desires to set its tax rates for the General, Public Park and Bond Redemption Funds so as to produce approximately the same amount of taxes as produced in 2024; and

WHEREAS, the proposed 2025 tax rate for the General Fund is at the tax rate of Forty-One and 48/100 Cents (\$0.4148) and the proposed rate for the Public Park Fund is at the tax rate of Seventeen and 88/100 Cents (\$0.1788); and

Now, Therefore, Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. That there is hereby levied on all Class A property in the City of Saint Charles, State of Missouri, made taxable by law for state purposes, on the assessment and valuation therefore heretofore made and established, taxes for the year Two Thousand and Twenty-Five at the rates respectively, to and for the various funds and purposes, as follows, to-wit:

- A. For the General Revenue Fund of said City being for ordinary purposes, the rate is fixed at Forty-One and 48/100 Cents (\$0.4148) on each One Hundred Dollars (\$100.00) of said assessment and valuation.
- B. For the Public Park Fund of said City, the rate is fixed at Seventeen and 88/100 Cents (\$0.1788) on each One Hundred Dollars (\$100.00) of said assessment and valuation.

C. For the Bond Redemption Funds of said City, the rate is fixed at Sixteen and 13/100 Cents (\$0.1613) on each One Hundred Dollars (\$100.00) of said assessment and valuation.

SECTION 2. There is hereby levied on all Class B property in the City of Saint Charles, State of Missouri, made taxable by law for state purposes, on the assessment and valuation therefore heretofore made and established, taxes for the year Two Thousand and Twenty-Five at the rate of one-tenth (1/10) of the rates levied against Class A property.

SECTION 3. That there is hereby fixed and levied on all owners of real property within the Main Street Special Business District boundaries as set out in Section 610.010 of the Code of Ordinances of the City of Saint Charles, Missouri, excluding all properties used exclusively for residential purposes as defined in Section 610.020 of the Code of Ordinances of the City of Saint Charles, Missouri, on the assessment and valuation therefore heretofore made and established, Main Street Special Business District taxes for the year Two Thousand and Twenty-Five at the rate of Twenty-Eight Cents (\$0.28) on each One Hundred Dollars (\$100.00) of said assessment and valuation.

SECTION 4. That there is hereby fixed and levied on all owners of real property within the Frenchtown Special Business District boundaries as set out in Section 610.080 of the Code of Ordinances of the City of Saint Charles, Missouri, excluding all properties used exclusively for residential purposes as defined in Section 610.090 of the Code of Ordinances of the City of Saint Charles, Missouri, on the assessment and valuation therefore heretofore made and established, Frenchtown Special Business District taxes for the year Two Thousand and Twenty-Five at the rate of Twenty-Eight Cents (\$0.28) on each One Hundred Dollars (\$100.00) of said assessment and valuation, and with the amount of annual tax generated from the special business district property tax and business license tax for any one (1) business so taxed not to exceed Three Hundred Dollars (\$300.00) total annually.

SECTION 5. 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

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 8/28/2015
Holly Magdziarz, City Attorney

City Clerk



September 2, 2025

TO: Honorable Mayor and
Members of City Council

FROM: Jennifer O'Connor, Director of Finance

SUBJECT: Ordinance Setting 2025 Property Tax Levies

Before you for reading at the September 2nd Council Meeting is the Ordinance Setting Property Tax Levies for General Revenue, Park Maintenance, General Obligation Debt Service and the Special Business Districts for the 2025 tax year.

The final assessed valuations are certified by the County Assessor and these rates will determine the amount of revenue to be generated from real and personal property in the City of St. Charles for the 2025 tax year.

The following present a comparison of assessed valuations by class for the current and prior tax years:

Certified Assessed Valuation	Current Tax Year – 2025	Current Tax Year - 2024
Real Estate	\$2,052,977,170	\$1,909,885,777
Personal Property	\$317,194,212	\$310,874,861
Railroad and Utility	\$29,885,311	\$30,058,700
Totals	\$2,400,056,693	\$2,250,819,338

State law requires us to determine the authorized property tax rate based on changes in assessed value every year. The current year assessed valuations reflect a net increase of \$149,237,355 or 6.6% from the prior year.

The following table illustrates the amount of revenue that could be generated by imposing the proposed 2025 tax rate vs. the amount charged for the previous year's tax rate for the General Fund and the Park Maintenance Fund. Decreasing the tax rate for these funds will allow for collection of approximately the same amount of revenue generated in the prior year due to the increase in assessed valuation.

The debt service property tax revenue can only be used to extinguish the outstanding debt. We currently have sufficient funds available for the debt service payments; therefore the rate will remain unchanged from the prior year.



	2024 Certified Tax Rate	2024 Revenue at Certified Tax Rate	2025 Certified Tax Rate	2025 Revenue at Certified Tax Rate
General	0.4266	\$9,500,109	0.4148	\$9,756,326
Public Parks Maintenance	0.1839	\$4,095,335	0.1788	\$4,205,475
Debt Service	0.1613	\$3,592,048	0.1613	\$3,793,866
	0.7718	\$17,187,492	0.7549	\$17,755,667

Special Business District (1)	0.28	\$40,000	0.28	\$40,000
Special Business District (2)	0.28	\$20,400	0.28	\$20,400

¹This special property tax applies only to commercial real estate in the area generally known as the historic main street area.

²This special property tax applies only to commercial real estate in the area generally known as the Frenchtown area.

	General	Public Parks Maintenance	Debt Service
Increase in tax revenue due to increase in assessed value due to new construction and improvements, if proposed rate is adopted:	\$0.00	\$0.00	\$0.00
Increase in tax revenue as a result of reassessment, if proposed tax rate is adopted:	\$256,217	\$110,140	\$201,818
	2.70%	2.69%	5.62%

For the reasons stated above, I recommend the 2025 property tax rates be set at the rate of .4148 for General Fund and .1788 for Parks. The rate for debt service is suggested to stay consistent at .1613.

Jennifer O'Connor
Director of Finance

Cc: Parks and Recreation Director
Community Development Director
Special Business District Boards



Scott Fitzpatrick
Missouri State Auditor

MEMORANDUM

September 04, 2025

TO: 09-092-0005 City of St. Charles
RE: Setting of 2025 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2025 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page**.
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2025 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2024 calculation for this change. The revised 2024 tax rate ceiling is listed on the 2025 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2024 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Summary Page

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.4266
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4148
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4148
E. Maximum authorized levy the most recent voter approved rate 1.0000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4148
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, Mayor (Office) of City of St. Charles (Political Subdivision) levying a rate in St. Charles County (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Signature box with fields for Date, Signature, Print Name (Daniel J. Borgmeyer), and Telephone (636-949-3208)



Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Signature box with fields for Date, County Clerk's Signature, County, and Telephone





PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2025) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 2,079,453,130 (Real Estate) + (b) 320,603,563 (Personal Property) = 2,400,056,693 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 13,095,174 (Real Estate) + (b) 7,189,784 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero) = 20,284,958 (Total)

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 443,385 (Real Estate) + (b) 79,437 (Personal Property) = 522,822 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

2,379,248,913

5. (2024) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 1,936,314,359 (Real Estate) + (b) 314,504,979 (Personal Property) = 2,250,819,338 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 1,576,305 (Real Estate) + (b) 1,170,637 (Personal Property) = 2,746,942 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

2,248,072,396



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Rate. Rows include: 9. Percentage increase in adjusted valuation (5.8351%), 10. Increase in Consumer Price Index (CPI) (2.9000%), 11. Adjusted prior year assessed valuation (2,248,072,396), 12. (2024) Tax rate ceiling from prior year (0.4266), 13. Maximum prior year adjusted revenue (9,590,277), 14. Permitted reassessment revenue growth (2.9000%), 15. Additional revenue permitted (278,118), 16. Total revenue permitted in current year (9,868,395), 17. Adjusted current year assessed valuation (2,379,248,913), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.4148).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Summary Page

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles

09-092-0005

Parks & Recreation

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.1839
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1788
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1788
E. Maximum authorized levy the most recent voter approved rate 0.4000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1788
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, Mayor (Office) of City of St. Charles (Political Subdivision) levying a rate in St. Charles (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Signature: Daniel J. Borgmeyer, Telephone: 636-949-3208

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Signature line for County Clerk





PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2025) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 2,079,453,130 (Real Estate) + (b) 320,603,563 (Personal Property) = 2,400,056,693 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 13,095,174 (Real Estate) + (b) 7,189,784 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)) = 20,284,958 (Total) If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 443,385 (Real Estate) + (b) 79,437 (Personal Property) = 522,822 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

2,379,248,913

5. (2024) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 1,936,314,359 (Real Estate) + (b) 314,504,979 (Personal Property) = 2,250,819,338 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 1,576,305 (Real Estate) + (b) 1,170,637 (Personal Property) = 2,746,942 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

2,248,072,396



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form A

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (5.8351%), 10. Increase in Consumer Price Index (CPI) (2.9000%), 11. Adjusted prior year assessed valuation (2,248,072,396), 12. (2024) Tax rate ceiling from prior year (0.1839), 13. Maximum prior year adjusted revenue (4,134,205), 14. Permitted reassessment revenue growth (2.9000%), 15. Additional revenue permitted (119,892), 16. Total revenue permitted in current year (4,254,097), 17. Adjusted current year assessed valuation (2,379,248,913), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1788).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Form C

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles 09-092-0005 Debt Service
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Debt Service Calculation for General Obligation Bonds Paid for with Property Taxes

The tax rate for debt service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

Since the property taxes are levied and collected on a calendar year basis (January - December), it is recommended that this levy be computed using calendar year data.

- 1. Total current year assessed valuation obtained from the county clerk or county assessor (Form A, Line 1 total) 2,400,056,693
2. Amount required to pay debt service requirements during the next calendar year (i.e. Assuming the current year is year 1, use January - December year 2 payments to complete the year 1 Form C) Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year. 7,703,273
3. Estimated costs of collection and anticipated delinquencies (i.e. collector fees & commissions & assessment fund withholdings) Experience in prior years is the best guide for estimating uncollectible taxes. It is usually 2% to 10% of Line 2 above. 385,164
4. Reasonable reserve up to one year's payment (i.e. Assuming the current year is year 1, use January - December year 3 payments to complete the year 1 Form C) It is important that the debt service fund have sufficient reserves to prevent any default on the bonds. Include payments for the year following the next calendar year, accounted for on Line 2. 3,897,170
5. Total required for debt service (Line 2 + Line 3 + Line 4) 11,985,607
6. Anticipated balance at end of current calendar year Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning due before December 31st). Do not add the anticipated collections of this tax into this amount. 1,733,835
7. Property tax revenue required for debt service (Line 5 - Line 6) Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for debt service purposes. 10,251,772
8. Computation of debt service tax rate (Line 7 / Line 1 x 100) Round a fraction to the nearest one/one hundredth of a cent. 0.4271
9. Less voluntary reduction by political subdivision 0.2658
10. Actual rate to be levied for debt service purposes * (Line 8 - Line 9) Enter this rate on Line AA of the Summary Page. .1613

* The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Informational Data

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles	09-092-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.4577
B. Current year rate computed (Informational Form A, Line 18 below)	0.4450
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.4450
E. Maximum authorized levy most recent voter approved rate	1.0000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.4450

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	5.8351%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	2.9000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	2,248,072,396
12. (2024) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.4577
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	10,289,427
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	2.9000%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	298,393
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	10,587,820
17. Adjusted current year assessed valuation (Form A, Line 4)	2,379,248,913
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.4450

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/4/2025

Informational Data

(2025)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of St. Charles	09-092-0005	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.2067
B. Current year rate computed (Informational Form A, Line 18 below)	0.2010
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.2010
E. Maximum authorized levy most recent voter approved rate	0.4000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.2010

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	5.8351%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	2.9000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	2,248,072,396
12. (2024) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.2067
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	4,646,766
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	2.9000%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	134,756
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	4,781,522
17. Adjusted current year assessed valuation (Form A, Line 4)	2,379,248,913
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.2010

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

RCA FORM (OFFICE USE ONLY)

Bill # 14007

MEETING/DATE: 9/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 1

Sponsor(s): Bill Otto

Description:

Case No. Z-2025-07. (Charles Gilbert) An application to rezone 12,600 square feet (more or less) tract of land, located at 975 Lindenwood Avenue, from "R-1E" Single Family Residential District to "R-2" Two Family Residential District to convert an existing structure into a duplex. The subject property is located in Ward 1.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received a rezoning application from the property owner of 975 Lindenwood Avenue, Charles and Anna Gilbert, to rezone an approx. 12,600 square foot parcel from R-1E Single-Family Residential District to R-2 Two-Family Residential District, with the intent to convert the layout and use of the existing structure into a duplex (two-family dwelling).

The Planning and Zoning Commission held a public hearing on this item at their August 11, 2025 meeting where the applicant addressed the Commission and there was two (2) speakers from the public on this application. Generally, the speakers were in favor of the application. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed, 1 abstention).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #7

**STAFF REPORT
REZONING CASE NO. Z-2025-07
975 LINDENWOOD AVENUE**

**AUGUST 11, 2025
BY LARA BERRY**

APPLICANT: Charles Gilbert
23 Eau Claire Drive
St. Charles, MO 63301

OWNER: Charles & Anna Gilbert
23 Eau Claire Drive
St. Charles, MO 63301

ADDRESS/LOCATION: 975 Lindenwood Avenue
Ward 1

LOT SIZE: 12,600 square feet

EXISTING ZONING: R-1E Single-Family Residential District

REQUESTED ZONING: R-2 Two-Family Residential District

SURROUNDING ZONING:

Direction	Zoning	Use
North	R-1E	Single-Family Residence
South	R-1E	Single-Family Residence
East	R-1E	Single-Family Residence
West	R-1E	Non-Conforming Use/Structure

SUMMARY / ANALYSIS

The City has received a rezoning application from the property owner of 975 Lindenwood Avenue, Charles and Anna Gilbert, to rezone a parcel from R-1E Single-Family Residential District to R-2 Two-Family Residential District. According to the County Assessor, there are two separate parcels associated with the address of 975 Lindenwood Avenue. One parcel is approximately 1.7 acres, while the other is approximately 12,600 square feet. The applicant is requesting to rezone only the smaller of the two parcels with the intent to convert the layout and use of the existing structure into a duplex (two-family dwelling).

Based on staff's review of limited City records, in 1953, this property was issued a Certificate of Occupancy for a Non-Conforming Use, because according to the 1954 Zoning District Map, the property was zoned "First Dwelling" which is equivalent to the current Single-Family Residential Districts (Figure 1, below). The use of the property at that time was for a hatchery, poultry dressing plant, feed sales, and poultry equipment sales in connection with poultry or live stock.

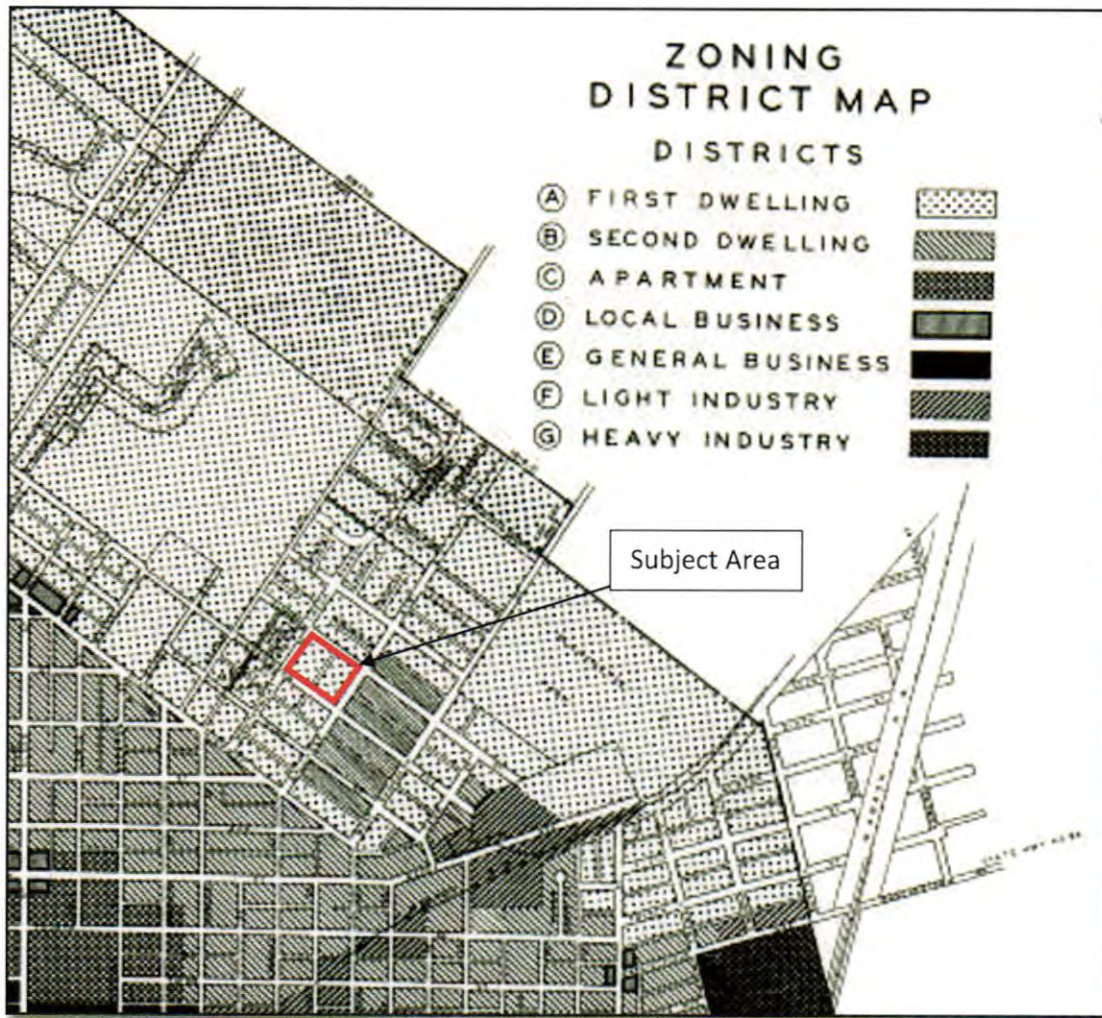


Figure 1: 1954 Zoning District Map

Most recently, the structure on the subject site was used as another non-conforming use, a commercial office for Res-Com Contractors LLC. This commercial use was also considered a non-conforming use under the existing R-1E zoning. However, as the business has not operated at this location for well over one year, the non-conforming status has lapsed, and the structure must now comply with the permitted uses of the R-1E District, more specifically in connection to this request, single-family residential use.

Although previously used as a business office, the building is residential in appearance (Figure 2, on the next page) and while records indicate the subject structure was used as an office (not a dwelling) under the most recent use, it is inconclusive whether this structure was previously used as a dwelling. However, based on the time period of the records mentioned above and architecture

of the structure, one could conclude that this was once used as a single-family residence at some point tied to the original non-conforming use (farm). The current property owners, who purchased the site in February 2024, wish to convert the existing structure into a two-family dwelling and maintain it as a rental property. Because the R-1E District does not allow duplexes, a rezoning to R-2 is necessary to accommodate the proposed use. It should be noted that the structure can be used as a rental unit; however, only as a single dwelling unit via the R-1E zoning standards (not the intended two unit dwelling).

Per the Zoning Code, “it is the intention that non-conforming uses and non-conforming structures will eventually be eliminated”. In this case, the previous non-conforming commercial use on the property has lapsed. Rather than move toward zoning conformity, the proposed rezoning would introduce a new, higher-density use that does not align with the surrounding lower-density residential zoning.



Figure 2: Street view of the Subject Property

Area Land Uses

Figure 3, below, illustrates the surrounding zoning of the subject parcel. Although the broader area includes some R-2 Two-Family and R-3A Multiple-Family Residential zoning districts and uses, the subject property and its immediately adjacent parcels remain zoned R-1E and have consistently been maintained for single-family residential dwelling uses.

There is one notable exception across the street from the subject site, 950–960 Lindenwood Avenue, that is currently used as a six (6) unit residential building, despite being zoned R-1E (also indicated on Figure 3). This structure is also considered non-conforming and is a remnant of former military housing, pre-dating zoning (which was enacted in 1947). Though it is platted as attached single-family or condominium-style units, it is treated functionally as multi-family under land use standards.

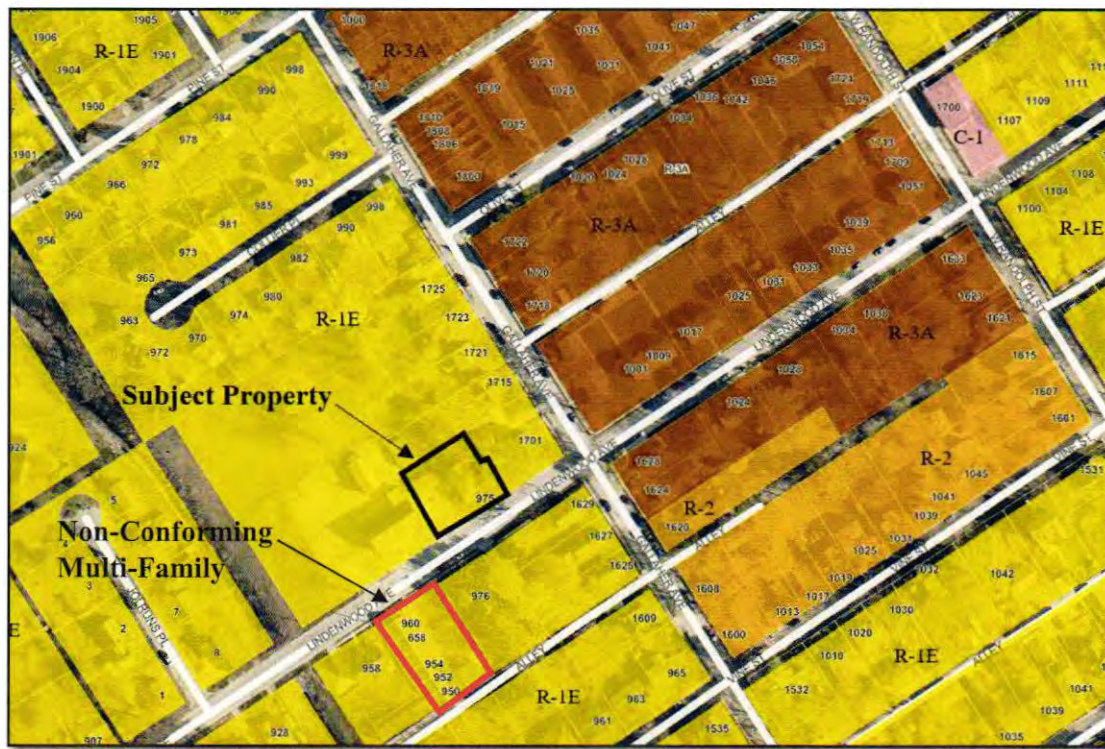


Figure 3: Area Zoning of the Subject Property

East of Gallaher Avenue, between Pine Street and Lindenwood Avenue, there is a large pocket of multi-family and two-family residential development. As the built environment moves south from Lindenwood Avenue, the zoning transitions gradually from R-3A to R-1E at Vine Street, with a continuous band of R-2 serving as a buffer between higher- and lower-density districts. This creates a logical and orderly progression in zoning intensity which is generally strived and encouraged in the City’s Comprehensive Plan. In contrast, the proposed rezoning west of this pocket of multi-family zoning would introduce a small pocket of R-2 west of Gallaher Avenue, where the area has remained consistently single-family. This would result in a fragmented pattern, moving west from Gallaher (R-3A to R-1E, then to R-2 per the proposal, and back again to R-1E),

disrupting the expected pattern of gradual, contiguous transitions in residential density. Furthermore, Gallaher Avenue itself has historically served in this area as a clear dividing line between higher-density residential uses to the east and single-family residential uses in this area.

It is staff's belief that the R-3A zoning on the east side of Gallaher is largely a product of initial zoning assignments that corresponded to existing buildings at the time zoning was first established in St. Charles and has remained so since that time. Many of the multi-family structures in that pocket were constructed around the same time the City adopted its first zoning regulations, and the zoning likely followed the built environment rather than signaling a long-range plan to expand higher-density residential further west.

In support of the rezoning request, the applicant submitted seven (7) letters or statements from area property owners, which are included in the staff report packet for reference. Of these, only two (2) are from properties that could be considered directly adjacent to the subject parcel (the smaller parcel), both located across the Lindenwood Avenue (see Figure 4, page 7 below).

While staff appreciates the applicant's efforts to gather support, it's important to note that neighborhood support alone should not determine the outcome of a rezoning request, especially when other planning considerations point in a different direction. Again, rezoning decisions must take into account the long-term goals for the area, consistency with the Comprehensive Plan, and how well the request fits within the existing zoning pattern.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan, adopted in 2002 and updated in 2012, recommends that land use decisions be guided by compatibility with surrounding development and proximity to designated Activity Centers. These centers are intended to support higher-density development, with intensity gradually decreasing as distance from the center increases.

The subject property lies approximately 1,000 feet southeast of Activity Center #2 (Blanchette Park). While proximity to an Activity Center can justify increased residential density in certain cases, the Comprehensive Plan notes that not all Activity Centers serve the same function. Unlike the Historic Downtown Activity Center, is centered within commercial activity and designed for walkable, mixed-use development. Blanchette Park functions as a neighborhood-serving amenity within a stable majority single-family area. The existing land use pattern surrounding the park reflects a desire to preserve lower-density character, not intensify it.

Although there are some examples of higher-density or non-conforming uses in the broader area, the subject parcel lacks direct zoning continuity with any other R-2 districts. Without a clear, contiguous connection to similar zoning, the proposed change does not appear to support the Comprehensive Plan's goals for coordinated land use transitions and cohesive neighborhood development.

STAFF RECOMMENDATION

After careful review of the rezoning request, applicable zoning regulations, the Comprehensive Plan, and surrounding development patterns, staff finds that this proposal raises concerns related to land use consistency, zoning contiguity, and long-term planning direction. While the applicant's intent to reuse the structure in a way that may support housing needs is understandable and while the applicant has submitted some documents of support from area property owners, staff must consider the broader policy implications of introducing a higher-density zoning district in the middle of an established single-family neighborhood.

As previously mentioned, Gallaher Avenue has historically served as a clear transition point between multi-family and single-family residential uses, and the surrounding area west of Gallaher has remained relatively unchanged over time. The requested R-2 zoning would represent a break in the established zoning pattern, lacks direct adjacency to other two-family/multi-family zoning districts, and may encourage a pattern of intensification in an area which has remained traditionally single-family (minus the multi-family pocket to the east).

Staff also notes that the Zoning Code supports the eventual elimination of non-conforming uses and encourages transitions that are gradual, contiguous, and consistent with neighborhood character.

For these reasons, staff hesitates to provide a favorable recommendation for the rezoning request. Although the proposed use may not appear incompatible with the area on the surface, the lack of zoning continuity, the potential for intensification of zoning, and the absence of clear support from the Comprehensive Plan lead staff to recommend against the application.

Recommended Motions:

Motion to forward application Z-2025-07, to the City Council with a favorable recommendation as submitted.

*(Note: Staff **does not** recommend this application be approved; however, the motion must be made in the form of a positive.)*



Figure 4: Aerial Photo of the Subject Property. Green stars indicate properties that are supportive of this request.

Property Owner(s) Larry Smith

Property Address 1628 Gallaher Ave.

I/We, the undersigned have no objection to the rezoning of 975 Lindenwood Avenue, St. Charles, MO 63301 and consent to the property becoming a multi-family/duplex.

Additional Comments: _____

Larry Smith
Property Owner Signature

Telephone Number: 3144774917

Dated: 8/5/25

Property Owner Signature

Telephone Number: _____

Dated: _____

Property Owner(s) Kevin & Tessa Beasley

Property Address 974 Collier Pl, St. Charles, MO 63301

I/We, the undersigned have no objection to the rezoning of 975 Lindenwood Avenue, St. Charles, MO 63301 and consent to the property becoming a multi-family/duplex.

Additional Comments: No objections!

Kevin Beasley
Property Owner Signature
Telephone Number: 731-363-4325
Dated: 8-5-2025

Tessa Beasley
Property Owner Signature
Telephone Number: 608-434-1278
Dated: 8-5-2025

Property Owner(s) Keith Robben MD and David Kullberg

Property Address 1429 Gallacher Ave St. Charles MO 63301

I/We, the undersigned have no objection to the rezoning of 975 Lindenwood Avenue, St. Charles, MO 63301 and consent to the property becoming a multi-family/duplex.

Additional Comments: _____

Dr. Keith Robben

Property Owner Signature

Telephone Number: 314-808-6511

Dated: 8/5/2025

David Kullberg

Property Owner Signature

Telephone Number: 314-461-3023

Dated: 8-5-25

Property Owner(s) Samuel Crosby

Property Address 998 Collier Pl. St. Charles, MO 63301

I/We, the undersigned have no objection to the rezoning of 975 Lindenwood Avenue, St. Charles, MO 63301 and consent to the property becoming a multi-family/duplex.

Additional Comments: _____

Sam Crosby
Property Owner Signature

Telephone Number: 636-317-8947

Dated: 8-5-25

Property Owner Signature

Telephone Number: _____

Dated: _____

Property Owner(s) ROSE HARRELL

Property Address 976 LINDENWOOD AVE.

I/We, the undersigned have no objection to the rezoning of 975 Lindenwood Avenue, St. Charles, MO 63301 and consent to the property becoming a multi-family/duplex.

Additional Comments: NO OBJECTION

Rose Harrell
Property Owner Signature
Telephone Number: 636-219-3184
Dated: 8/5/2025

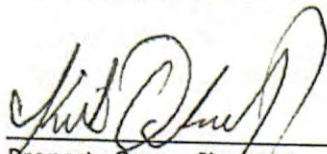
Property Owner Signature
Telephone Number: _____
Dated: _____

Property Owner(s) Kirk & Lisa Clenduff

Property Address 980 Collier Pl 63301

I/We, the undersigned have no objection to the rezoning of 975 Lindenwood Avenue, St. Charles, MO 63301 and consent to the property becoming a multi-family/duplex.

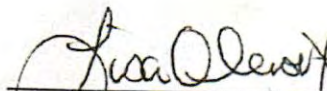
Additional Comments: NO Objections!



Property Owner Signature

Telephone Number: 636-288-7715

Dated: 8/5/25



Property Owner Signature

Telephone Number: 314-650-3291

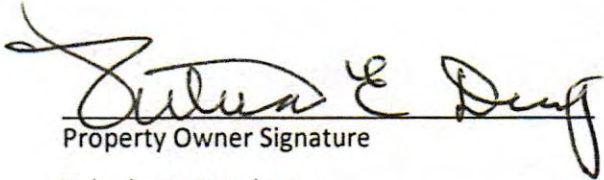
Dated: 8/5/25

Property Owner(s) Victoria Day

Property Address 1810 Gallaher

I/We, the undersigned have no objection to the rezoning of 975 Lindenwood Avenue, St. Charles, MO 63301 and consent to the property becoming a multi-family/duplex.

Additional Comments: No objection



Property Owner Signature

Telephone Number: _____

Dated: 8/5/25

Property Owner Signature

Telephone Number: _____

Dated: _____

APPLICATION FOR CERTIFICATE OF OCCUPANCY FOR A NON-CONFORMING
USE IN COMPLIANCE WITH SECTION 25 OF ORDINANCE

NO. 2529

(To be completed by owner or occupant.)

No. 30-A

Date August 24th, 1954

TO THE BUILDING COMMISSIONER
OF THE CITY OF ST. CHARLES, MISSOURI

1. We the undersigned owners of the premises hereinafter described, do hereby make application for a certificate of occupancy for a non-conforming use.

2. LOCATION OF PREMISES:-

(a) Street address: 975 Lindenwood Ave.
1 to 6 incl.

(b) Lot.No. Block No. 6 Subdivision Mason F. Atkins
Parts of lots 7 to 12 incl.

(c) Legal description (including dimensions) of lot:

All of block 6 of Mason F. Atkins Addition to the City of St. Charles, Mo., as same is located, designated and described on the Plat of said Addition recorded in Plat Book No. 3, at page 6, of the Recorder's Office of St. Charles County, Missouri, except all or portions of lots 7 to 12 inclusive that have since been deeded to Henry C. Vogt, Francis W. Vogt, Ignatius Vogt & Mrs. Sophia Vogt or Della Dieckherber.

Lots 1 and 6 are shown on plat as 60 x 210'

Lots 7 and 12 are shown on plat as 60 x 200 ft.

Lots 2 to 5 inclusive are shown as 50 x 210'

Lots 8 to 11 inclusive are shown as 50 x 200'

3. Said premises are located within District A, as established by Ordinance No. 2529.

4. On December 22nd., 1953, said premises were being used as:

a Hatchery, poultry dressing plant, feed sales, poultry equipment sales and miscellaneous equipment in connection with poultry or live stock.

5. Said premises were non-conforming within the provisions of said Ordinance, as of December 22, 1953, and remain non-conforming as of this date, because of the following reasons, to-wit:

for reasons as above stated under item No. 4

6. Said non-conforming use was not established in violation of Ordinance No. 2529.

Henry C. Vogt
Francis W. Vogt
Sophia Vogt
(signatures of applicants)

State of Missouri }
County of _____ } ss.

_____ being
first duly sworn state upon _____ oath that the facts set forth in the foregoing application for certificate of occupancy are true and correct.

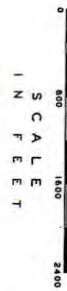
Henry C. Vogt
Francis W. Vogt
Sophia Vogt

Subscribed and sworn to before me this 3 day of Aug, 1954

Paul D. Dierker
Notary Public

My Commission expires Sept 11 '57.





CITY PLAN

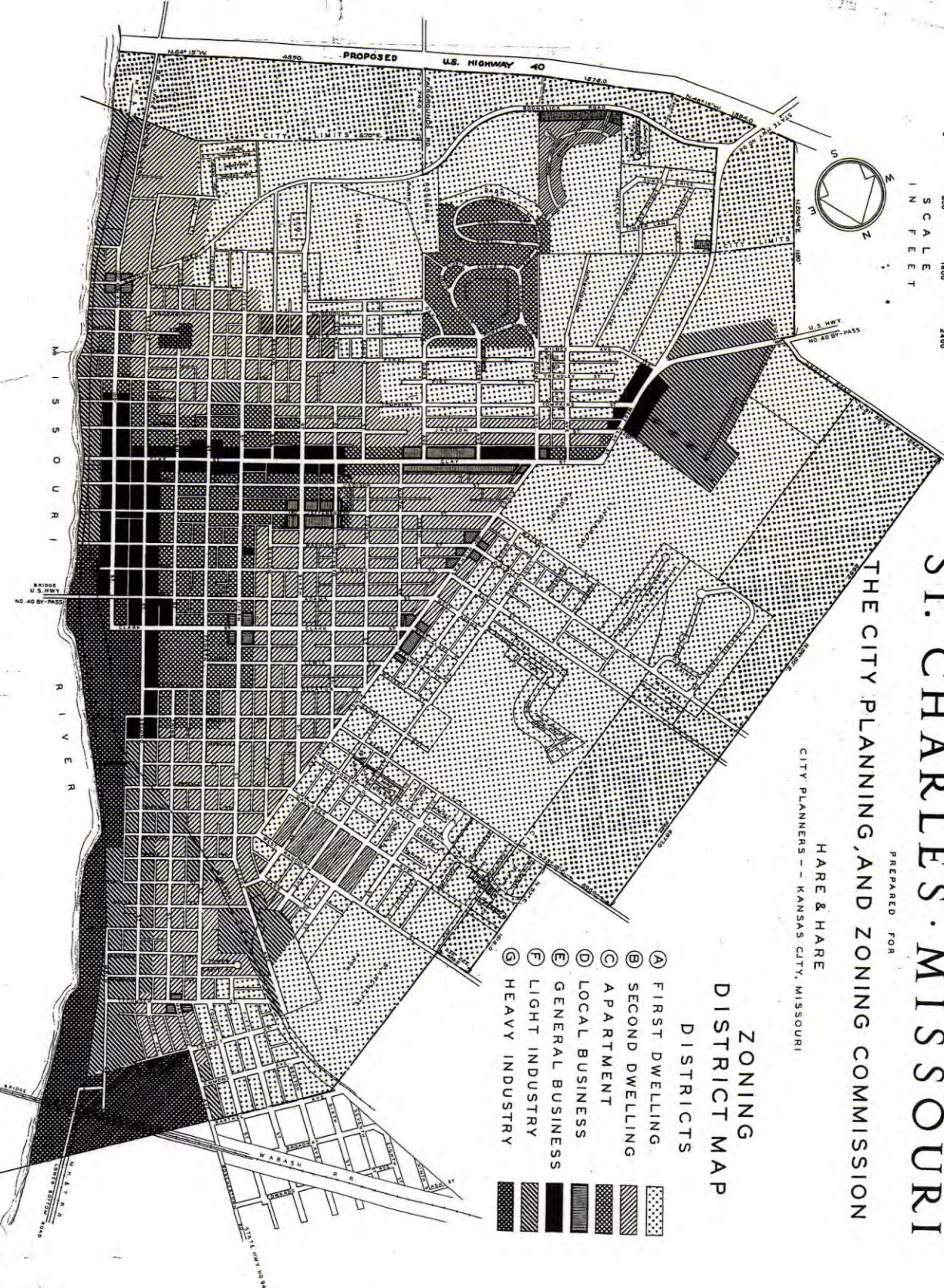
ST. CHARLES · MISSOURI

THE CITY PLANNING, AND ZONING COMMISSION

PREPARED FOR
 HARE & HARE
 CITY PLANNERS - KANSAS CITY, MISSOURI

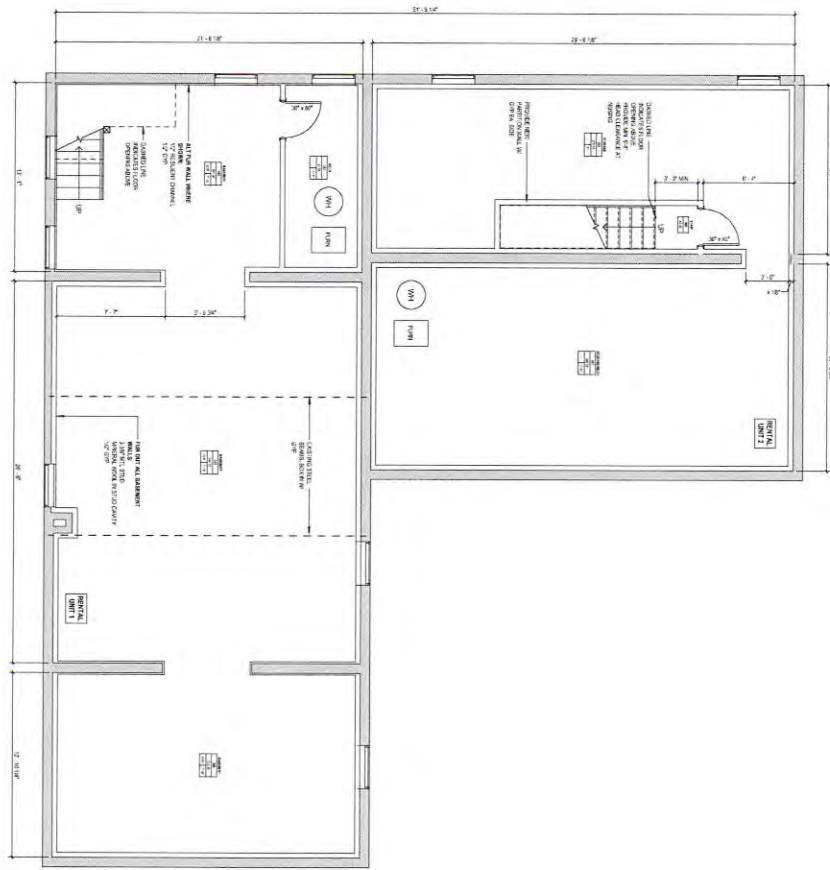
ZONING DISTRICT MAP

- ZONING DISTRICTS**
- (A) FIRST DWELLING
 - (B) SECOND DWELLING
 - (C) APARTMENT
 - (D) LOCAL BUSINESS
 - (E) GENERAL BUSINESS
 - (F) LIGHT INDUSTRY
 - (G) HEAVY INDUSTRY



OFFICE CITY ENGINEER
 ST. CHARLES MO
 NOV 1934
 Dug 4-15

1 LOWER LEVEL FLOOR PLAN



Aug 5, 2025

To whom it may concern,
Case # Z-2025-07

We do not see a problem with rezoning 975 Lindenwood Ave from a single family residential district into a two family residential district.

The Gilberts have been conscientious property owners of other properties they have in both upkeep and tenants.

Thank you for your time.

Allen & Angela Gibbs
1609 Gallacher Ave.

Lara Berry

From: Anna Gilbert <anag12002@yahoo.com>
Sent: Monday, August 11, 2025 1:29 PM
To: Dan Borgmeyer; Michael Galba; Bill Otto; Laura Lynn Whitehead; Lara Berry
Subject: Re: Agenda Item 7. Case No. Z-2025-07 (Charles Gilbert)
Attachments: Lindenwood Permits.pdf; Lara Berry Email.pdf

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.

Dear Mayor Dan, Councilmember Galba and Councilmember Otto:

In regard to the rezoning application of 975 Lindenwood, we wanted to provide the following response to Staff's Recommendation prior to this evening's meeting and kindly ask that you review same.

- The subject property lies approximately 1,000 feet southeast of Activity Center #2 (Blanchette Park).
- The Comprehensive Plan states "Use the fifteen (15) activity centers identified in Section II as the foundation of a plan that evaluates proposed new land uses on the basis of their proximity to an activity center, rather than on a site-specific map"
- Staff states that the proximity to an Activity Center can justify increased residential density however staff suggests Blanchette Park does not function as other Activity Centers. The Comprehensive Plan however states that "Blanchette Park and Wapelhorst Park are both key components of the City of St. Charles parks system. Blanchette Park's Bum's Hollow area has become a destination for summertime outdoor concerts and Memorial Hall continues to host a variety of events." In addition, the Plan states Blanchette Park and Wapelhorst Park "provides a unique set of amenities and they are among the most frequented parks in the City"
- The Comprehensive Plan states the goal is to "Adopt a land use philosophy that recognizes the activity centers as points of greatest density and/or most intense use, with land uses that are less dense and intense located in proportion to their distance from the nearest activity center. "
- That the "Zoning Code encourages transitions that are gradual, contiguous, and consistent with neighborhood character"
- In regard to the R-3A zoning on the east side of Gallaher, many government housing/HUD/Section 8 complexes are located within that zone. And although those properties are not directly adjacent to 975 Lindenwood, they are directly adjacent to 1701 Gallaher, which is the home next to the subject property, located at the corner of Lindenwood and Gallaher.
- That the proposed use is compatible with the area.
- The proposed use is not to construct a new building but rather to use the existing structure to contain a one bedroom unit and a 2 bedroom unit.
- That, as evidenced by the attached, permits were issued by the City to establish new electrical service in Ste. A and Ste. B of the subject property. The permit for Ste. A was completed January 17, 2025 and the

permit for Ste. B was completed June 9, 2025. The City issued these permits with the knowledge that the subject property is zoned as R-1E and cannot contain multiple units.

- Also attached is the email received from Lara Berry which sets forth the required steps to convert the property into a two-family dwelling. Other than paving the driveway/parking spots, all were completed.

In addition, I have included Lara Berry in this email and request that she forward this email and attachments to the entire commission.

We are aware that you are extremely busy so we appreciate you taking the time to review the above. If you have any questions, feel free to call or email.

Regards,
Anna Gilbert
636-443-3782

On Friday, August 8, 2025 at 11:36:55 AM CDT, Laura Lynn Whitehead <lauralwhitehead7@gmail.com> wrote:

mo-stcharles2.civicplus.com

Good morning Mayor Dan, Councilmember Galba and Councilmember Otto.

The above case is listed on next Monday's P&Z agenda for the Commission's consideration. I have been contacted by the applicants, who are dear friends of mine, asking for guidance on the public hearing process at the meeting next Monday. Upon reviewing their application and staff's recommendation with the Gilberts, we discovered that staff is recommending to deny this rezoning request.

Therefore, I am kindly asking that you please review their application and consider supporting their request.

I have copied Mrs. Anna Gilbert on this email who can answer any questions you may have. I've also copied Mr. Otto who has communicated to Charlie Gilbert that he is in favor of the rezoning application.

Thank you for your time and I will see you on Monday night!

Sincerely,
Laura

<https://mo-stcharles2.civicplus.com/AgendaCenter/ViewFile/Agenda/08112025-1731>

Sent from my iPhone

Meters at 975 Lindenwood

From: T & R Electric (tandrelectric@sbcglobal.net)

To: anag12002@yahoo.com

Cc: tandrelectric@sbcglobal.net

Date: Monday, August 11, 2025 at 10:21 AM CDT

T & R Electric
1720 Scherer Pkwy
St Charles, MO 63385
636-946-1022 - office
tandrelectric@sbcglobal.net

Meter A and Meter B were issued separate permits by the city of St Charles. Meter B was removing and upgrading the current power to the house. Meter A was installed to separate the 2 interior spaces of the property. The first permit was 2025-00000191 Meter B. The 2nd permit was issued 2025-00000248 Meter A. Both permits were inspected and passed and completed.

Jim Podhorsky
President

636-946-1022 office
314-280-6863 cell
tandrelectric@sbcglobal.net



PermitDetailsmeterA.pdf
144.9 KB



PermitDetailsmeterB.pdf
146.6 KB



975 Lindenwood.jpg
238.7 KB

City of Saint Charles Permits

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Welcome, tandrelectric [Logout](#)

Permit Summary

Permit Type Electrical Charge - CD
Permit # 2025-00000248
Application #
Status Permit Completed on
06/09/2025
Issued To Contractor

Payment Summary

Total Charges \$50.00
Amount Collected \$50.00
Total Due \$0.00
Paid On 01/15/2025

Location

Primary Owner GILBERT CHARLES & GILBERT ANNA
Address 975 LINDENWOOD AVE STE A SAINT CHARLES MO, 63301
Parcel 6-006D-8222-00-0
Location Description
Lot Number 11
Subdivision Atkins

Permit Details

Description
 new service part a premise #739-031-101

Email tandrelectric@sbcglobal.net

Phone Number (314) 280-6863

EXT.

Current Property Value \$0.00

Est. Improvement Value \$0.00
Improvement Sq. Ft. 0
Printed
Master Permit
Comments
E-PERMIT APPLICATION INFORMATION
 * **Inspection Request - Weekday** Wednesday ▾
 * **Inspection Request - Day** 22 ▾
 * **Inspection Request - AM/PM** AM ▾
 * **Owner Address** 975 lindenwood ave
 * **On-Site Contact - Name/Number** jim podhorsky
 314-280-6863
SUBCONTRACTORS
ELECTRICAL ▾
GENERAL PERMIT INFORMATION
FLOOD ZONE ▾

Inspections

Date	Inspection Type	Request Inspection Comment	Status	Pass/Fail	Inspector Comment
01/17/2025	<u>225 - ELECTRICAL, FINAL</u>	<u>Add Comment</u>	Completed	Pass	REQUEST

Conditions
 There are no conditions available for this Permit

CheckLists

Completed	Sequence Number	Activity	Checklist Type	Reviewed By
	1	BUILDING	DEPARTMENT	

Notes
 There are no notes available for this Permit.

Documents (0)

Filename	Created Date
Select Files To Upload Download Selected Files	

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City of Saint Charles Permits

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Permit Summary

Permit Type Electrical Charge - CD
Permit # 2025-00000191
Application #
Status Permit Completed on **01/17/2025**
Issued To Contractor

Payment Summary

Total Charges \$50.00
Amount Collected \$50.00
Total Due \$0.00
Paid On 01/14/2025

Location

Primary Owner GILBERT CHARLES & GILBERT ANNA
Address 975 LINDENWOOD AVE STE B SAINT CHARLES MO, 63301
Parcel 6-006D-8222-00-0
Location Description suite B new service
Lot Number 11
Subdivision Atkins

Permit Details

Description
 add 200 amp meter and panel

Email tandrelectric@sbcglobal.net
Phone Number (314) 280-6863
EXT.

Current Property Value	\$0.00
Est. Improvement Value	\$0.00
Improvement Sq. Ft.	0
Printed	
Master Permit	
Comments	contact jim podhorsky 3142806863 with any questions

E-PERMIT APPLICATION INFORMATION

* **Inspection Request - Weekday** Wednesday ▾

* **Inspection Request - Day** 22 ▾

* **Inspection Request - AM/PM** AM ▾

* **Owner Address** 975 lindenwood ave

* **On-Site Contact - Name/Number** jim podhorsky
314-280-6863

SUBCONTRACTORS

ELECTRICAL ▾

GENERAL PERMIT INFORMATION

FLOOD ZONE ▾

Inspections

Date	Inspection Type	Request Inspection Comment	Status	Pass/Fail	Inspector Comment
01/17/2025	225 - ELECTRICAL, FINAL	Add Comment	Completed	Pass	

Conditions

There are no conditions available for this Permit

CheckLists

Completed	Sequence Number	Activity	Checklist Type	Reviewed By
<input checked="" type="checkbox"/>	1	BUILDING	DEPARTMENT	

Notes

There are no notes available for this Permit.

Documents (0)

Filename	Created Date
----------	--------------

Select Files To Upload Download Selected Files

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Fwd: 975 Lindenwood Meeting

From: Charlie Gilbert (gilbertcharlie19@gmail.com)
To: anag12002@yahoo.com
Date: Sunday, July 13, 2025 at 04:51 PM CDT

----- Forwarded message -----
From: **Lara Berry** <Lara.Berry@stcharlescitymo.gov>
Date: Fri, Jul 11, 2025, 4:12 PM
Subject: RE: 975 Lindenwood Meeting
To: Charlie Gilbert <gilbertcharlie19@gmail.com>

Charlie,

Please see the attached Digital Submittal Directions, as discussed.

Thanks,



Lara Berry
Planner
Department of Community Development
City of Saint Charles

200 North Second Street
St. Charles, MO 63301
Phone 636.949.3230

From: Lara Berry
Sent: Thursday, June 26, 2025 4:39 PM
To: 'Charlie Gilbert' <gilbertcharlie19@gmail.com>
Subject: 975 Lindenwood Meeting

Charlie,

Following up on our Tuesday meeting, the following steps would be required to convert the former office structure into a two-family dwelling unit:

Rezone the property to R-2 Two-Family Residential

- Link to the rezoning application: <https://www.stcharlescitemo.gov/DocumentCenter/View/10966/Rezoning-Application>
- Link to the schedule of meeting dates and deadlines for the Planning & Zoning Commission: <https://www.stcharlescitemo.gov/DocumentCenter/View/13368>
 - o The next available deadline is July 14th for the August 11th Commission meeting. At the Planning & Zoning Commission meeting, the Commission only provides a recommendation (does not approve or deny the application) to City Council. Following the P&Z meeting, there would be two (2) City Council meetings. Given this meeting schedule, the property could potentially be approved for the rezoning by September 16th (the 2nd Council meeting date).
- As discussed, this process takes roughly 60 days from the submittal deadline to potential approval. Since this is a public hearing, staff recommends speaking with the neighboring properties and the Councilmember for that ward. Staff typically asks the Councilmember whose ward the property is located in if they are willing to sponsor the rezoning bill. Here is a link to Ward 1's Councilmember, Mr. Otto: <https://www.stcharlescitemo.gov/1292/Ward-1>

Additionally, here are some items to keep in mind for the request:

- Paved driveway/parking (2 spaces per dwelling) and making the property look more residential than commercial.
- Support from the neighbors (in person and/or letters)
- Remove all trailer, RV, etc. storage before the application deadline (July 14th). Using the property for this purpose violates the Zoning Code for R-1E Single-Family Residential.

Please let me know if you'd like to meet again or have any additional questions about this property.



Lara Berry

Planner

Department of Community Development

City of Saint Charles

200 North Second Street

St. Charles, MO 63301

Phone 636.949.3230



image001.jpg
966.1 KB



PZ Digital Submittal Directions.pdf
105.6 KB



image002.jpg
3.9 KB



image005.jpg
3.9 KB

Bill No. 14007

Ordinance No. _____

Sponsor: Bill Otto

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-2” TWO-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT “R-1E” SINGLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 12,600 SQUARE FOOT TRACT OF LAND LOCATED AT 975 LINDENWOOD AVENUE.

Whereas, an application for rezoning property was received from the owners of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its August 11, 2025 meeting and made a favorable recommendation (9 in favor, 0 opposed, 1 abstention) to the City Council; and

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

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

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

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

An approximate 12,600 square foot tract of land located at 975 Lindenwood Avenue is rezoned from St. Charles City Zoning District “R-1E” Single-Family Residential District to St. Charles City Zoning District “R-2” Two-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14007

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 8/21/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT A

Adjusted Lot 11 of Mason F. Atkins Subdivision Boundary Adjustment Plat of Lots 11 and 12, Block 6 as recorded in Plat Book 36 page 26 in the St. Charles County, Missouri Recorder's Office.

Subject to building lines, conditions, easements, restrictions of record, and any zoning laws or ordinances affecting this property, if any.

Parcel ID: 6-006D-8222-00-0011.0000000

Supplemental RCA

RCA FORM (OFFICE USE ONLY)

Bill # 14008

MEETING/DATE: 9/16/2025
Regular Special Work Session
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

Ward(s): 6 upon annex Sponsor(s): N/A

Description:

Approve an ordinance to annex a 1.26-acre (more or less) tract of land from St. Charles County to the City of St. Charles.

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

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

Summary:

This application 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]

Zachary Tusinger

From: Drew Weber <dweber@hamiltonweber.com>
Sent: Wednesday, September 10, 2025 12:57 PM
To: John Boyer
Cc: Zachary Tusinger; Chris McKee; Natasha Das
Subject: Case No. Z-2025-08--Withdrawal

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.

John,

On behalf of CRG Cumulus, the applicant for the Annexation and Rezoning of a certain 1.26 acre parcel south of Hwy 370 and west of Hayford Road (Case No. Z-2025-08), the applications for such Annexation and Rezoning are hereby withdrawn and revoked. No further action will be taken on those applications.

Please let me know if you need anything else to accomplish this withdrawal.

Drew



DREW WEBER
200 N. 3rd Street | St. Charles, MO 63301
DD: 636.493.8493 | FAX: 636.947.1743
dweber@hamiltonweber.com
www.hamiltonweber.com



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RCA FORM (OFFICE USE ONLY)

Bill # 14008

MEETING/DATE: 9/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6 upon annex

Sponsor(s): Justin Foust

Description:

Approve an ordinance to annex a 1.26-acre (more or less) tract of land from St. Charles County to the City of St. Charles.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application involves a 1.26-acre (more or less) tract of land, which is currently under the jurisdiction of Unincorporated St. Charles County. Application Z-2025-08 (also on the Sept. 2, 2025 City Council agenda) would establish zoning for the subject parcel, should it be annexed.

The Planning and Zoning Commission held a public hearing on this item at their August 11, 2025 meeting where a representative of the applicant addressed the Commission and there was seven (7) speakers from the public. Generally, the speakers' comments pertained to a now WITHDRAWN application (CU-2025-10), not applicable to the annexation request. The annexation request was forwarded with a recommendation for approval (8 in favor, 2 opposed). Also included with this packet are six (6) public comment letters.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Lara Berry

From: Zachary Tusinger
Sent: Friday, August 8, 2025 7:58 AM
To: 'Aaron Groff'
Cc: Lara Berry; John Boyer
Subject: RE: Cumulus Project

Aaron, thank you for the email. We will pass it along to Planning & Zoning.

Zach

Zach Tusinger, JD AICP
Director of Community Development
200 North Second Street, Room 303
St. Charles, MO 63301
Office Phone 636.940.4605
zachary.tusinger@stcharlescitymo.gov

-----Original Message-----

From: Aaron Groff <info@sucrosebakerystl.com>
Sent: Thursday, August 7, 2025 10:42 PM
To: Zachary Tusinger <Zachary.Tusinger@stcharlescitymo.gov>
Subject: Cumulus Project

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,

As a concerned business owner and resident of the city I urge you to put on hold, table or pause any approval requested for August 11th's meeting. The lack of information available to the citizen about this project suggests more time is needed. As stated in the recent news letter the mayor admits the lack of utilities available currently available to its residents. If we already have a contaminated water field not producing for our own needs I shudder to think what demands and damage the proposed data center would cause. Please do the right thing and at the least pause this project to gather and share more information.

Thanks,
Aaron Groff

Lara Berry

From: Karen Maresca <hrim@att.net>
Sent: Thursday, August 7, 2025 12:55 PM
To: St Charles Planning and Zoning Commission
Subject: Concerns for our drinking water

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.

Hello.

I am reaching out to voice my objections and concerns over:

Case No. Z-2025-08

Case No. CU 2025-17

I ask that you deny these applications as both projects present huge risks to our well field

Thank You

Karen Maresca
2975 Zumbahl Rd

Lara Berry

From: Cynthia HENDERSON <cynthiahenderson946@gmail.com>
Sent: Thursday, August 7, 2025 2:58 PM
To: St Charles Planning and Zoning Commission
Subject: Case No Z-2025-08 CRG Cumulus LLC

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.

As a resident of this district, I strongly oppose the approval of the below application to annex and establish the zoning of the 1.26 acres from St. Charles Co. Agriculture District to the City of St. Charles I-1/WHP light industrial district and within the wellhead protection district.

This would help pave the way for Cumulus to build. These Data Centers create high noise pollution, drain and contaminate water, create air pollution, and have huge hvac systems that continuously run. This land is on top of the Wellhead Protection District.

Furthermore, Cumulus has not been transparent with answering the citizens of St Charles' questions and should be outright denied or the very least until the townhall for the residents' questions to be answered on Aug 14. It's no doubt this P & Z hearing was planned on purpose ahead of that meeting. Anyone who cares remotely about this city should give its people an opportunity to speak up before something like this is built.

Other cities have been devastated by data centers and you have an opportunity to make the right call for the people who live here.

An application to annex and establish the zoning for 1.26-acre (more or less) tract of land from St. Charles County "A" Agricultural District to the City of St. Charles "I-1/WHP" Light Industrial District and within the Wellhead Protection District. The subject property is generally located on the west side of Hayford Road and approximately 1,450 feet north of Elm Point Road. The subject property will be located in Wards 6 upon annexation.

Thank you,
Cynthia Henderson
Ward 6 Resident

Lara Berry

From: David Riazi <riazid@yahoo.com>
Sent: Friday, August 8, 2025 10:43 AM
To: St Charles Planning and Zoning Commission
Subject: Concerns

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.

Hello-

I am writing to express my health, environmental and safety concerns regarding the proposed Project Cumulus activities and plans for development in St. Charles. I reside in the city, where my family has lived for decades, and I have read about the site plans. I have objections to this moving forward. Nothing similar should ever be considered acceptable, as well. I am requesting denial of all permissions and permits and approvals from the city and it's relevant commissions, including the currently considered CUP.

Thank you,

David Riazi

[Yahoo Mail: Search, Organize, Conquer](#)

Lara Berry

From: John Boyer
Sent: Friday, August 8, 2025 11:18 AM
To: Lara Berry; Zachary Tusinger
Subject: FW: Data Center

FYI

John Boyer, CFM
Assistant Dir. Community Development/Planning Manager
Community Development Department
City of St. Charles, Missouri
200 N. Second Street
St. Charles, MO 63301
PH: 636-949-3221

From: Olivia Cross <oecross@gmail.com>
Sent: Friday, August 8, 2025 10:47 AM
To: John Boyer <John.Boyer@stcharlescitemo.gov>
Subject: Data Center

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.

Hello,

I'm reaching out to voice my concerns over the proposed data center being built near Elm Point Road. This project should not be fully approved or voted on until citizens have had more time to voice their opinions and concerns. This project is beginning to receive more local coverage, and this coverage is not going to stop. I, and many other folks who live in New Town, are strongly opposed to this project.

The Monday, August 11 meeting for annexation, hazardous materials, and site plan for "Cumulus" should be put on hold until the city has heard from concerned citizens and has offered more insights into what exactly will be built and how any hazardous materials will be handled. We want assurances that our air, water, noise levels, and utility bills will be unaffected by this project. We also want to know who will ultimately be occupying the space - currently, no one has made this public.

Please consider postponing a vote on this subject until the people who will have to live near this project have had a chance to make their thoughts known.

I will be attending the 8/14 open house.

Thank you,
Olivia Cross
314-915-6398

Lara Berry

From: Heather Bee <heatherbee826@gmail.com>
Sent: Friday, August 8, 2025 2:05 PM
To: St Charles Planning and Zoning Commission
Subject: Cumulus Project

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.

Dear Planning & Zoning Commission -

I am writing as a deeply concerned St. Charles City resident. The Cumulus Project is a concern to the few residents who are made aware of this project. There are too many unanswered questions and not enough solutions. Please consider this in any future decisions regarding this project. Communities in other parts of the country are already feeling negative ramifications of similar projects. It would not be in the resident's best interest to pursue this project.

Thank you,

Heather Hinnah

Sponsor: Justin Foust

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY CRG CUMULUS, LLC, APPROXIMATELY 1.26 ACRES OF LAND GENERALLY LOCATED ON THE WEST SIDE OF HAYFORD ROAD AND APPROXIMATELY 1,450 FEET NORTH OF ELM POINT ROAD.

WHEREAS, a certain verified petition signed by the owner of the land hereinafter described requesting annexation of said land into the City of Saint Charles, Missouri, was filed with the City Clerk; and

WHEREAS, said land as hereinafter described is adjacent and contiguous to the present municipal boundaries of the City of Saint Charles, Missouri; and

WHEREAS, the City Council of the City of Saint Charles, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW THEREFORE, Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Pursuant to the Revised Statutes of Missouri Section 71.014, the land, as more particularly described in the attached Exhibit A, which is incorporated herein by this reference, is annexed into the City of Saint Charles, Missouri.

SECTION 2. The boundaries of the City of Saint Charles, Missouri are altered so as to encompass the above described land lying adjacent and contiguous to the present municipal boundaries of the City.

SECTION 3. The City Clerk is directed to file three certified copies of this Ordinance with the County of St. Charles, Missouri.

SECTION 4. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, entity or political subdivision shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, or if any judgment shall find that a particular tract of land is not contiguous to the City of Saint Charles, said judgment shall not affect, impair or invalidate the remainder of this ordinance in the application of such

provision to other person, entities or political subdivision, and shall be confined in its operation to the provision, clause, sentence, paragraph, section or a part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, entity or political subdivision involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional, invalid provision or non-contiguous tract of land, clause, sentence, paragraph, section or part thereof not been included.

SECTION 5. The land annexed by this ordinance is designated as part of Ward Six of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 8/21/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF HAYFORD ROAD 50 FEET WIDE (SAID POINT BEING THE NORTHEAST CORNER OF U. S. SURVEY 291); THENCE LEAVING THE CENTER LINE OF SAID ROAD AND RUNNING THENCE SOUTH 67 DEGREES 29 MINUTES WEST 223.13 FEET TO A POINT; THENCE NORTH 22 DEGREES 31 MINUTES WEST 567.48 FEET TO A POINT IN THE CENTERLINE OF HAYFORD ROAD 50 FEET WIDE; THENCE ALONG THE CENTER LINE OF SAID ROAD SOUTH 38 DEGREES 9 MINUTES EAST 178.61 FEET TO A POINT; THENCE CONTINUING ALONG THE CENTER LINE OF SAID ROAD SOUTH 46 DEGREES 23 MINUTES EAST 432.45 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY ST. CHARLES COUNTY ENGINEERING & SURVEYING, INC., ON JULY 24, 1961.



LEGEND

- SURVEY PARCEL LINES
- ORG. OLIVIAUS PROPERTY



HWY 370 & HARRY S TRUMAN BLVD. DEVELOPMENT	A&R EXHIBIT	AREA PROJECT DATE DRAWN AS SHOWN DRAWN BY: JSH CHECKED BY: JSH DESIGNED BY: JSH	Kimley»Horn <small>800 FORTSALVAM AVENUE, SUITE 100, DALLAS, TEXAS 75241 WWW.KIMLEY-HORN.COM</small>	SHEET NUMBER EX-1
		STATE: TX COUNTY: DALLAS CITY: DALLAS	SHEET NUMBER TOTAL SHEETS: 10	

Supplemental RCA

RCA FORM (OFFICE USE ONLY)

Bill # 14009

MEETING/DATE: 9/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6 upon annex

Sponsor(s): N/A

Description:

Case No. Z-2025-08. (CRG Cumulus, LLC) An application to annex and establish the zoning for 1.26-acre (more or less) tract of land from St. Charles County "A" Agricultural District to the City of St. Charles "I-1/WHP" Light Industrial District and within the Wellhead Protection District. The subject property is generally located on the west side of Hayford Road and approximately 1,450 feet north of Elm Point Road.

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]

Zachary Tusinger

From: Drew Weber <dweber@hamiltonweber.com>
Sent: Wednesday, September 10, 2025 12:57 PM
To: John Boyer
Cc: Zachary Tusinger; Chris McKee; Natasha Das
Subject: Case No. Z-2025-08--Withdrawal

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.

John,

On behalf of CRG Cumulus, the applicant for the Annexation and Rezoning of a certain 1.26 acre parcel south of Hwy 370 and west of Hayford Road (Case No. Z-2025-08), the applications for such Annexation and Rezoning are hereby withdrawn and revoked. No further action will be taken on those applications.

Please let me know if you need anything else to accomplish this withdrawal.

Drew



DREW WEBER
200 N. 3rd Street | St. Charles, MO 63301
DD: 636.493.8493 | FAX: 636.947.1743
dweber@hamiltonweber.com
www.hamiltonweber.com



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RCA FORM (OFFICE USE ONLY)

Bill # 14009

MEETING/DATE: 9/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6 upon annex

Sponsor(s): Justin Foust

Description:

Case No. Z-2025-08. (CRG Cumulus, LLC) An application to annex and establish the zoning for 1.26-acre (more or less) tract of land from St. Charles County "A" Agricultural District to the City of St. Charles "I-1/WHP" Light Industrial District and within the Wellhead Protection District. The subject property is generally located on the west side of Hayford Road and approximately 1,450 feet north of Elm Point Road.

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

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

Summary:

The City has received an application to establish zoning for a 1.26 acre (more or less), upon annexation from St. Charles County "A" Agricultural District to the City of St. Charles "I-1/WHP" Light Industrial District, within the Wellhead Protection District. This annexation closes a gap in the municipal boundaries as well as brings the subject property under consistent zoning with adjoining properties, including the City's Wellhead Protection District (WHP) boundary. Under St. Charles County's jurisdiction, the subject property is located outside of their WHP District boundary.

The Planning and Zoning Commission held a public hearing on this item at their August 11, 2025 meeting where representatives of the applicant addressed the Commission and there was seven (7) speaker from the public. Generally, the speakers' comments pertained to a now WITHDRAWN application (CU-2025-10), not applicable to the zoning request. The zoning establishment request was forwarded with a recommendation for approval (8 in favor, 2 opposed). Also included with this packet are six (6) public comment letters.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

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

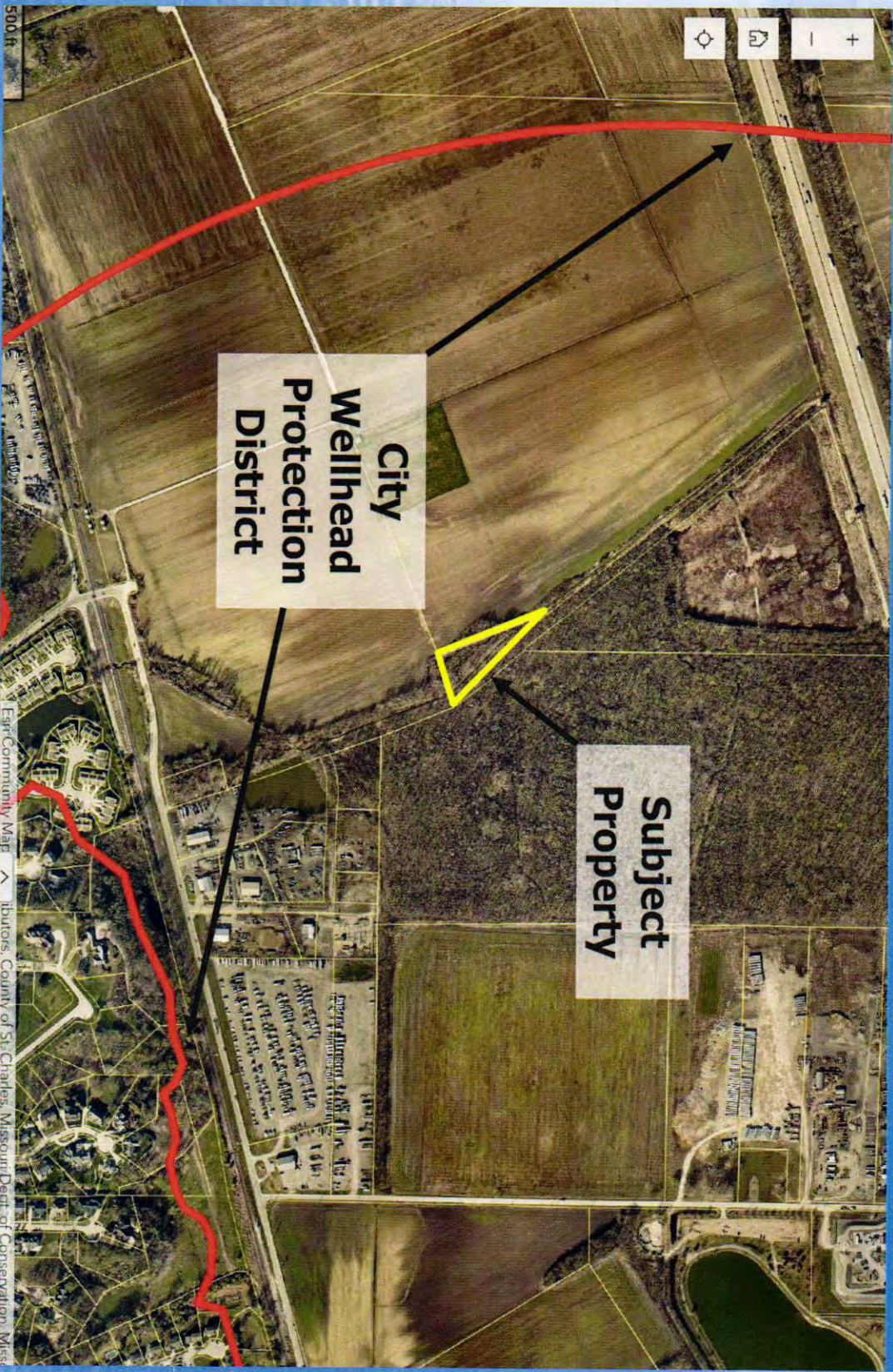


**Subject
Property**

**County
Wellhead
Protection
District**



Show Me Saint Charles



**City
Wellhead
Protection
District**

**Subject
Property**

500 ft
Esp. Community Map | Contributors, County of St. Charles, Missouri, Dept. of Conservation, Miss



AGENDA ITEM #4

**STAFF REPORT
CASE NO. Z-2025-08
ANNEXATION & ESTABLISHMENT OF ZONING
1.26 ACRES - HAYFORD ROAD**

**AUGUST 11, 2025
BY LARA BERRY**

APPLICANT/OWNER: CRG Cumulus, LLC
8640 Evans Avenue
St. Louis, Missouri 63134

ADDRESS/LOCATION: Hayford Road
(Generally located on the west side of Hayford Road and approximately 1,450 feet north of Elm Point Road.)
Wards 6 upon annexation

LOT SIZE: 1.26 acres (more or less)

EXISTING ZONING: St. Charles County “A” Agricultural District

REQUESTED ZONING: “I-1/WHP” Light Industrial District and within the Wellhead Protection District

SURROUNDING ZONING:

<i>Direction</i>	<i>Zoning</i>	<i>Use</i>
North	I-1/WHP	Vacant/Undeveloped
South	I-1/WHP	Vacant/Undeveloped
West	I-1/WHP	Vacant/Undeveloped
East	I-1/WHP	Vacant/Undeveloped

REQUEST

The applicant, CRG Cumulus, LLC, is requesting annexation and establishment of zoning for a 1.26-acre parcel currently located in unincorporated St. Charles County. The request proposes that the subject property be zoned I-1/WHP Light Industrial and within the City’s Wellhead Protection District upon annexation. The WHP overlay would be a required overlay/superimposed zoning attached to any base zoning as this subject property is located with the boundaries of the Wellhead Protection District.

This parcel directly adjoins properties included in the previously approved Case No. Z-2025-04. That case, which was unanimously recommended by the Planning & Zoning Commission (May 12, 2025) and unanimously approved by the City Council (June 17, 2025) earlier this year, involved the annexation and zoning of approximately 144 acres of adjacent land to the same I-

I/WHP classification. The subject parcel under consideration was not included in the prior request due to timing constraints, as the applicant was still in the process of purchasing the property. With the acquisition now complete, the applicant is moving forward with this annexation request. As a result, this annexation represents a continuation for the City to close a gap in the municipal boundaries as well as bringing the subject property under consistent zoning with adjoining properties.

SUMMARY/ANALYSIS

This annexation and establishment of a zoning district request is consistent with the City's established pattern of zoning in the area, which reflects the broader industrial development character of the 370 Corridor – West (Comprehensive Plan Activity Center #15). The parcel is one of the few remaining unincorporated "pockets" in this area, and its annexation would result in a more consistent jurisdictional control. Figure 1, below, illustrates the zoning designations in and around the subject area.

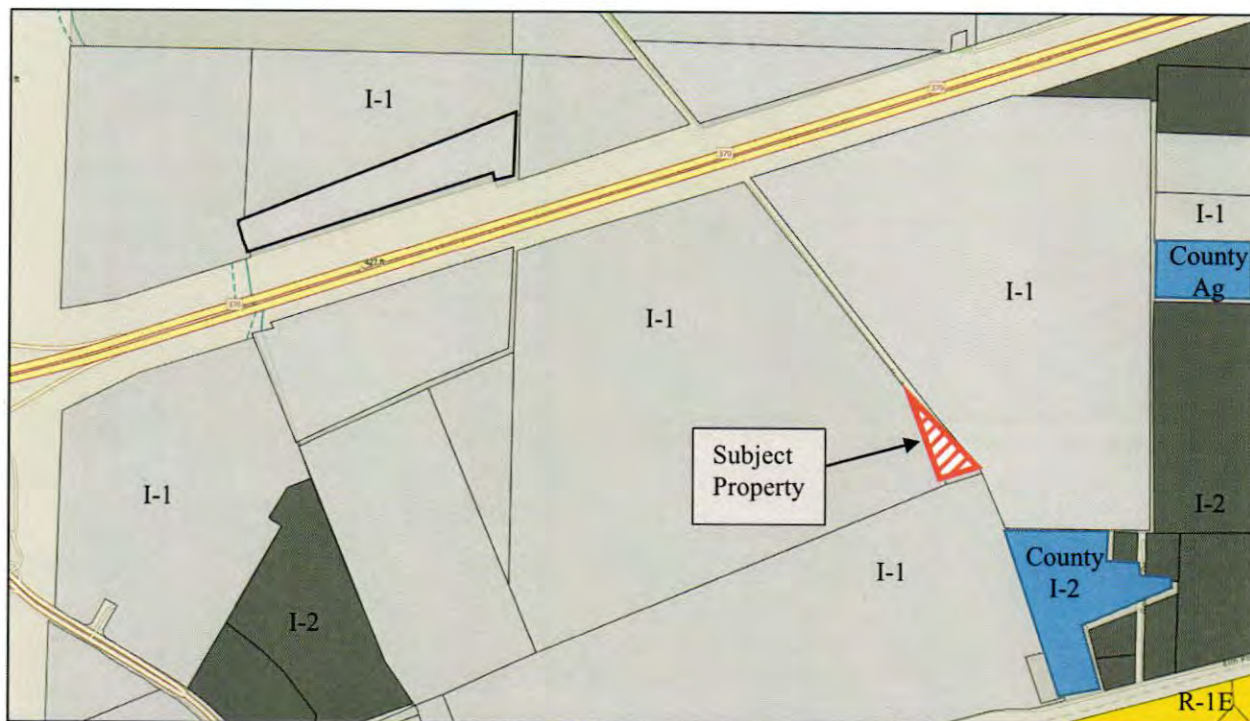


Figure 1: Area Zoning of the Subject Properties.

Along this corridor of Highway 370, the predominant zoning classifications are I-1 Light Industrial and I-2 Heavy Industrial. This reflects the corridor's continued evolution toward industrial-based uses near major transportation infrastructure. Residential uses begin to appear south of Elm Point Industrial Road and the railroad tracks which create a natural buffer between uses.

As with the previous case (Z-2025-04), the establishment of I-1 Light Industrial classification is consistent with the surrounding land use patterns and the City's long-range vision for the 370 Corridor – West, which can support higher-intensity development in this location. Additionally, this request is consistent with existing development patterns. Furthermore, from a planning perspective, it is in the City's interest to bring this tract into the municipal boundary, especially considering its location within the Wellhead Protection Area, where the City enforces heightened

standards for land use compatibility and environmental safety over that of St. Charles County as County wellhead district boundaries do not extend as far as the City's (City's wellhead boundaries are 1 mile from the wells versus a much shorter distance for the County).

It is important to clarify that this request is strictly for annexation and the establishment of zoning. While a related development proposal (CU-2025-10) that includes adjacent parcels which has already been reviewed by the Planning & Zoning Commission and is scheduled for City Council consideration on August 19, 2025, **the approved site plan does not show any use on this parcel that would trigger additional review under the City's Wellhead Protection Ordinance. As a result, a Conditional Use Permit is not required for the subject parcel at this time.** If uses or development proposal changes, additional review by the City would be required.

Although the broader project has generated public interest, this request should be considered based upon the appropriateness of the zoning request. The proposed I-1/WHP zoning is completely consistent with prior City actions and that of the surrounding development patterns. **The focus of this request should remain on whether the annexation and zoning are appropriate for this location based on land use compatibility and long-range planning goals NOT a review of the proposed development via previous requests.**

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The City of St. Charles Comprehensive Plan, originally adopted in 2002 and updated in 2012, emphasizes that land use decisions should be guided by a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council and developed in collaboration with residents, elected officials, and City staff.

The Plan identifies fifteen (15) activity centers throughout the city; areas defined by higher levels of development intensity, visibility, and activity. These centers are intended to support the City's most prominent and active land uses, while surrounding areas should reflect a gradual reduction in density, traffic, and activity levels. Establishment of zoning and rezoning requests should be evaluated based on their proximity to these centers, how well they integrate with adjacent uses, and whether they support the goal of transitioning intensity away from activity nodes.

As previously mentioned, the subject property is located nearest to Activity Center #15 – 370 Corridor (West), a location designated for higher-intensity development, especially those suited for regional access and highway visibility. In this context, the proposed I-1 Light Industrial zoning is consistent with the Comprehensive Plan's guidance. The applicant's intent to align zoning with adjacent industrial properties supports the long-term land use vision for the corridor and reflects the area's evolving development pattern.

STAFF RECOMMENDATION

Approval of this request would extend the City's land use policies consistently across an area and would give the City jurisdictional oversight in a sensitive environmental area where no equivalent oversight is provided by Unincorporated St. Charles County. Establishing the I-1/WHP zoning for this parcel maintains consistency with the City's long-range land use vision, closes a remaining unincorporated gap in this corridor, and is consistent with past zoning approvals in this area.

After review of the proposed annexation and establishment of zoning request, anticipated land uses permitted under the City's Zoning Ordinance, applicable sections of the Comprehensive Plan, and surrounding development patterns and zoning designations, staff finds the request to be appropriate. Therefore, the Department of Community Development recommends that the application be forwarded to the City Council with a **favorable** recommendation, as submitted.

Recommended Motions:

- 1) *Motion to forward a recommendation of approval to the City Council for annexation of the subject property.*
- 2) *Motion to forward a recommendation of approval to the City Council for the establishment of zoning for the subject property, via Z-2025-08.*



Figure 2: Aerial Image of the Subject Property.

This document, together with the concepts and design presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- SAMPLE PARCEL LINES
- CIRCUIT CENTER PROPERTY

HWY 370 & HARRY S TRUMAN BLVD. DEVELOPMENT

A&R EXHIBIT

KHA PROJECT
DATE 07/08/2025
SCALE AS SHOWN
DESIGNED BY JGH
DRAWN BY JGH
CHECKED BY AWG

Kimley»Horn
 805 PENNSYLVANIA AVE., SUITE 150 KANSAS CITY, MO 64105
 PHONE: 816-852-0350
 WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY

SHEET NUMBER
EX-1

Lara Berry

From: Zachary Tusinger
Sent: Friday, August 8, 2025 7:58 AM
To: 'Aaron Groff'
Cc: Lara Berry; John Boyer
Subject: RE: Cumulus Project

Aaron, thank you for the email. We will pass it along to Planning & Zoning.

Zach

Zach Tusinger, JD AICP
Director of Community Development
200 North Second Street, Room 303
St. Charles, MO 63301
Office Phone 636.940.4605
zachary.tusinger@stcharlescitymo.gov

-----Original Message-----

From: Aaron Groff <info@sucrosebakerystl.com>
Sent: Thursday, August 7, 2025 10:42 PM
To: Zachary Tusinger <Zachary.Tusinger@stcharlescitymo.gov>
Subject: Cumulus Project

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,

As a concerned business owner and resident of the city I urge you to put on hold, table or pause any approval requested for August 11th's meeting. The lack of information available to the citizen about this project suggests more time is needed. As stated in the recent news letter the mayor admits the lack of utilities available currently available to its residents. If we already have a contaminated water field not producing for our own needs I shudder to think what demands and damage the proposed data center would cause. Please do the right thing and at the least pause this project to gather and share more information.

Thanks,
Aaron Groff

Lara Berry

From: Karen Maresca <hrim@att.net>
Sent: Thursday, August 7, 2025 12:55 PM
To: St Charles Planning and Zoning Commission
Subject: Concerns for our drinking water

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.

Hello.

I am reaching out to voice my objections and concerns over:

Case No. Z-2025-08

Case No. CU 2025-17

I ask that you deny these applications as both projects present huge risks to our well field

Thank You

Karen Maresca
2975 Zumbahl Rd

Lara Berry

From: Cynthia HENDERSON <cynthiahenderson946@gmail.com>
Sent: Thursday, August 7, 2025 2:58 PM
To: St Charles Planning and Zoning Commission
Subject: Case No Z-2025-08 CRG Cumulus LLC

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.

As a resident of this district, I strongly oppose the approval of the below application to annex and establish the zoning of the 1.26 acres from St.Charles Co. Agriculture District o the City of St. Charles I-1/WHP light industrial district and within the wellhead protection district.

This would help pave the way for Cumulus to build. These Data Centers create high noise pollution, drain and contaminate water, create air pollution, and have huge hvac systems that continuously run. This land is on top of the Wellhead Protection District.

Furthermore, Cumulus has not been transparent with answering the citizens of St Charles' questions and should be out right denied or the very least until the townhall for the residents questions to be answered on Aug 14. It's no doubt this P & Z hearing was planned on purpose ahead of that meeting. Anyone who cares remotely about this city should give its people an opportunity to speak up before something like this is built.

Other cities have been devastated by data centers and you have an opportunity to make the right call for the people who live here.

An application to annex and establish the zoning for 1.26-acre (more or less) tract of land from St. Charles County "A" Agricultural District to the City of St. Charles "I-1/WHP" Light Industrial District and within the Wellhead Protection District. The subject property is generally located on the west side of Hayford Road and approximately 1,450 feet north of Elm Point Road. The subject property will be located in Wards 6 upon annexation.

Thank you,
Cynthia Henderson
Ward 6 Resident

Lara Berry

From: David Riazi <riazid@yahoo.com>
Sent: Friday, August 8, 2025 10:43 AM
To: St Charles Planning and Zoning Commission
Subject: Concerns

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.

Hello-

I am writing to express my health, environmental and safety concerns regarding the proposed Project Cumulus activities and plans for development in St. Charles. I reside in the city, where my family has lived for decades, and I have read about the site plans. I have objections to this moving forward. Nothing similar should ever be considered acceptable, as well. I am requesting denial of all permissions and permits and approvals from the city and it's relevant commissions, including the currently considered CUP.

Thank you,

David Riazi

[Yahoo Mail: Search, Organize, Conquer](#)

Lara Berry

From: John Boyer
Sent: Friday, August 8, 2025 11:18 AM
To: Lara Berry; Zachary Tusinger
Subject: FW: Data Center

FYI

John Boyer, CFM

Assistant Dir. Community Development/Planning Manager
Community Development Department
City of St. Charles, Missouri
200 N. Second Street
St. Charles, MO 63301
PH: 636-949-3221

From: Olivia Cross <oecross@gmail.com>
Sent: Friday, August 8, 2025 10:47 AM
To: John Boyer <John.Boyer@stcharlescitemo.gov>
Subject: Data Center

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.

Hello,

I'm reaching out to voice my concerns over the proposed data center being built near Elm Point Road. This project should not be fully approved or voted on until citizens have had more time to voice their opinions and concerns. This project is beginning to receive more local coverage, and this coverage is not going to stop. I, and many other folks who live in New Town, are strongly opposed to this project.

The Monday, August 11 meeting for annexation, hazardous materials, and site plan for "Cumulus" should be put on hold until the city has heard from concerned citizens and has offered more insights into what exactly will be built and how any hazardous materials will be handled. We want assurances that our air, water, noise levels, and utility bills will be unaffected by this project. We also want to know who will ultimately be occupying the space - currently, no one has made this public.

Please consider postponing a vote on this subject until the people who will have to live near this project have had a chance to make their thoughts known.

I will be attending the 8/14 open house.

Thank you,
Olivia Cross
314-915-6398

Lara Berry

From: Heather Bee <heatherbee826@gmail.com>
Sent: Friday, August 8, 2025 2:05 PM
To: St Charles Planning and Zoning Commission
Subject: Cumulus Project

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.

Dear Planning & Zoning Commission -

I am writing as a deeply concerned St. Charles City resident. The Cumulus Project is a concern to the few residents who are made aware of this project. There are too many unanswered questions and not enough solutions. Please consider this in any future decisions regarding this project. Communities in other parts of the country are already feeling negative ramifications of similar projects. It would not be in the resident's best interest to pursue this project.

Thank you,

Heather Hinnah

Bill No. 14009

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “I-1/WHP” LIGHT INDUSTRIAL DISTRICT AND WITHIN THE WELLHEAD PROTECTION DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “A” AGRICULTURAL DISTRICT AN APPROXIMATE 1.26 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WEST SIDE OF HAYFORD ROAD AND APPROXIMATELY 1,450 FEET NORTH OF ELM POINT ROAD.

Whereas, an application for rezoning property was received from the owners of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its August 11, 2025 meeting and made a favorable recommendation (8 in favor, 2 opposed) to the City Council; and

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

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

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

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

An approximate 1.26 acre tract of land generally located on the west side of Hayford Road and approximately 1,450 feet north of Elm Point Road is rezoned from St. Charles County Zoning District “A” Agricultural District to St. Charles City Zoning District “I-1/WHP” Light Industrial District and within the Wellhead Protection District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14009

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 8/21/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF HAYFORD ROAD 50 FEET WIDE (SAID POINT BEING THE NORTHEAST CORNER OF U. S. SURVEY 291); THENCE LEAVING THE CENTER LINE OF SAID ROAD AND RUNNING THENCE SOUTH 67 DEGREES 29 MINUTES WEST 223.13 FEET TO A POINT; THENCE NORTH 22 DEGREES 31 MINUTES WEST 567.48 FEET TO A POINT IN THE CENTERLINE OF HAYFORD ROAD 50 FEET WIDE; THENCE ALONG THE CENTER LINE OF SAID ROAD SOUTH 38 DEGREES 9 MINUTES EAST 178.61 FEET TO A POINT; THENCE CONTINUING ALONG THE CENTER LINE OF SAID ROAD SOUTH 46 DEGREES 23 MINUTES EAST 432.45 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY ST. CHARLES COUNTY ENGINEERING & SURVEYING, INC., ON JULY 24, 1961.



LEGEND

- DUNYARD PARCEL LINES
- CRS DUNGAUS PROPERTY



HWY 370 & HARRY S TRUMAN BLVD. DEVELOPMENT SHEET NUMBER EX-1	A&R EXHIBIT	AREA PROJECT DATE SCALE AS SHOWN DRAWN BY JST CHECKED BY JST	Kimley»Horn <small>800 FOUNTAINVIEW LANE, SUITE 1000, ANDERSON, SC 29625 WWW.KIMLEY-HORN.COM</small>	SHEET NO. OF TOTAL SHEETS
		REVISIONS DATE		

RCA FORM (OFFICE USE ONLY)

Bill # 14010

MEETING/DATE: 9/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): Justin Foust + Denise Mitchell

Description:

An ordinance amending Section 135.050 of the Code of Ordinances pertaining to the powers and duties of the Municipal Judge and, specifically, with respect to the appointment of counsel for an indigent defendant.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This proposed ordinance amends City Code Section 135.050 which sets out the powers and duties of the Municipal Judge. The amendment, if enacted, will change the compensation of an attorney who is appointed by the Municipal Judge to represent an indigent defendant when such person is facing the possibility of confinement. The current rate of compensation for such attorney cannot exceed \$250, which will be changed to an hourly rate.

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

Fiscal Impact: \$ 0.00 N/A

Account #: _____

Project #: _____

RCA prepared by: MuCourt Dept. Dir. MB/MB Finance Dir. gao Dir. of Admin. cj

Sponsor: Justin Foust, Denise Mitchell

AN ORDINANCE AMENDING SECTION 135.050 OF THE CODE OF ORDINANCES PERTAINING TO THE POWERS AND DUTIES OF THE MUNICIPAL JUDGE AND, SPECIFICALLY, WITH RESPECT TO THE APPOINTMENT OF COUNSEL FOR AN INDIGENT DEFENDANT.

WHEREAS, the Municipal Court of the City of St. Charles, is a division of the Eleventh Judicial Circuit Court of St. Charles County, Missouri; and

WHEREAS, the Missouri Supreme Court Rules are applicable to the Municipal Court, and such Rules provide that, upon a showing of indigency of a defendant whose conviction would possibly result in his or her confinement, the Municipal Judge has the duty to appoint legal counsel to represent the defendant; and

WHEREAS, Section 135.050(A)(5) of the City’s Code of Ordinances complies with the aforementioned rule, but limits the appointed attorney’s compensation to not exceeding \$250.00 and, due to this limitation, the ability of the Municipal Judge to fulfill his duty to appoint experienced defense attorneys for indigent defendants is hampered; and

WHEREAS, this ordinance shall amend Section 135.050(A)(5) to an hourly rate to address the aforementioned concerns.

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

SECTION 1. Section 135.050 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 135.050. Powers And Duties.

- A. The Municipal Judge shall be and is authorized to:
 - 1. Establish a Violations Bureau as provided for in the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts and Section 479.050, RSMo.
 - 2. Administer oaths and enforce due obedience to all orders, rules and judgments made by him/her and may fine and imprison for contempt committed before him/her while holding Court in the same manner and to the same extent as a Circuit Judge.

Underlined text is inserted. ~~Struck through~~ text is deleted.

3. Commute the term of any sentence, stay execution of any fine or sentence, suspend any fine or sentence and make such other orders as the Municipal Judge deems necessary relative to any matter that may be pending in the Municipal Court.
4. Make and adopt such rules of practice and procedure as are necessary to implement and carry out the provisions of this Chapter and to make and adopt such rules of practice and procedure as are necessary to hear and decide matters pending before the Municipal Court and to implement and carry out the provisions of the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts. Any and all rules made or adopted hereunder may be annulled or amended by an ordinance limited to such purpose; provided that such ordinance does not violate or conflict with the provisions of the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts or State Statutes.
5. The Municipal Judge of the Municipal Court is authorized to appoint an attorney to represent an indigent defendant in Municipal Court when the Municipal Judge finds that the City Attorney has informed the Municipal Judge that he/she will recommend a jail sentence if the defendant is found guilty and if the defendant is found to be without sufficient funds or property with which to retain an attorney. The appointed attorney shall be entitled to reasonable compensation for his/her services at the hourly rate of two hundred dollars (\$200.00). ~~in an amount not exceeding the sum of two hundred fifty dollars (\$250.00). Such amount~~ The attorney's total compensation shall be determined by the Municipal Judge upon proof presented by the attorney of his/her services rendered.
6. The Municipal Judge shall have such other powers, duties and privileges as are or may be prescribed by the laws of this State, this Code of Ordinances or any other ordinance of the City.

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

<p><u>Underlined</u> text is inserted. Struck through text is deleted.</p>

Bill No. 14010

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 8/21/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # 14011

MEETING/DATE: 9/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

An ordinance authorizing the City of St. Charles to issue its Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025, for the purpose of providing funds to pay the costs of acquiring, constructing and improving an Industrial Development Project in the City; approving a plan for the Project; and authorizing the City to enter into certain agreements and take certain other actions in connection with the issuance of the bonds.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This ordinance authorizes the City to issue Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project) Series 2025 (the "Bonds") pursuant to Chapter 100, RSMo; and such Bonds will provide funds for the purpose of acquiring approximately 3.45 acres of land at 3707 Veterans Memorial Parkway in the City and constructing thereon an approximately 63,360 square foot automobile service center. Pursuant to Chapter 100 financing, the City will take ownership of the "Project" financed, and lease the same to the Company, with an option to purchase. The Bond payment obligations of the City will be payable from the lease payments. No tax revenues will be used to repay the Bonds.

The Plan for an Industrial Development Project and Cost/Benefit Analysis (Exhibit A to the Ordinance) associated with the issuance of the Bonds provides that the City intends to extend real property tax abatement to the Company, capped at \$250,000, during a nine (9) year period expected to begin on January 1, 2026 (the "Abatement Initiation Date") and ending December 31, 2035, or as otherwise provided in the Plan. The Company will make payments in lieu of taxes (PILOTs) as provided in the Plan.

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

Fiscal Impact: N/A

Account #: _____

Project #: Clement Management Services, LLC Project

RCA prepared by: Legal Dept. Dir. HKM Finance Dir. Qao Dir. of Admin. BUTN
USD

Sponsor: Justin Foust

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (CLEMENT MANAGEMENT SERVICES, LLC PROJECT), SERIES 2025, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of St. Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects, and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, Clement Management Services, LLC, a Missouri limited liability company (the “Company”), has requested that the City issue its Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025, in the maximum principal amount of \$13,600,000 (the “Bonds”), for the purpose of acquiring approximately 3.45 acres of real property located at 3707 Veterans Memorial Parkway in the City (as legally described in the hereinafter-defined Lease, together with all improvements now or hereafter located thereon, the “Project Site”) and constructing thereon an approximately 63,360 square foot automobile service center (the “Project Improvements” and, together with the Project Site, the “Project”); and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared and is set forth as **Exhibit A**; and

WHEREAS, notice of the City’s consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue the Bonds for the purpose of acquiring the Project Site and constructing the Project Improvements; and (3) enter into certain agreements and documents with the Company relating to the Bonds; and

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

Section 1. Approval of the Plan. The City Council hereby approves the Plan.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and construction of the Project in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee"), as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any other political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(1) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions set forth in the Indenture.

(2) Lease Agreement (the "Lease") between the City and the Company, in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, pursuant to which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

(3) Bond Purchase Agreement between the City and the Company, in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference, pursuant to which the Company will purchase the Bonds.

(4) Performance Agreement (the "Performance Agreement") between the City and the Company, in substantially the form of **Exhibit E**, attached hereto and incorporated herein by reference, pursuant to which the Company will make certain payments in lieu of taxes.

(5) Special Warranty Deed from the Company, as grantor, to the City, as grantee, in substantially the form of **Exhibit F**, attached hereto and incorporated herein by reference, pursuant to which the Company will transfer to the City fee title to the Project.

Section 6. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication, for and on behalf of and as the act and deed of the City, in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City

Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to agreements with emergency service districts. The Mayor or the Director of Administration is hereby authorized, through the term of the Lease, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of any portion of the Project by the Company) as may be required to carry out and comply with the intent of this Ordinance and the City Documents. The Mayor or the Director of Administration is further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds or the City Documents as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption provided for therein, waive an event of default or materially change the nature of the transaction unless otherwise approved by the City Council. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 8. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

Section 9. Acknowledgement of Pledge. The City hereby acknowledges that the Bonds may be pledged to one or more lenders, their successors and assigns as security for financing to be provided to the Company by such lenders. The City is authorized to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and the City Attorney. The City's attorneys are authorized and directed to request the Trustee to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and to note the lenders as owners of the Bonds on the bond register.

Section 10. Severability. If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 11. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

Bill No. 14011

DATE PASSED: _____, 2025.

DATE APPROVED BY MAYOR: _____, 2025.

Michael Galba, Presiding Officer

Daniel J. Borgmeyer, Mayor

ATTEST:

By: _____
Kimberly Hudson, City Clerk

Approved as to Form:

Holly Magdziarz
Holly Magdziarz, City Attorney

9/8/2025
Date



EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS

(On file in the office of the City Clerk)

CITY OF ST. CHARLES, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

FOR

CLEMENT MANAGEMENT SERVICES, LLC

EXHIBIT A

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CITY OF ST. CHARLES, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS
(CLEMENT MANAGEMENT SERVICES, LLC)

I. PURPOSE OF THIS PLAN

The City of St. Charles, Missouri (the "City"), intends to issue taxable industrial revenue bonds in a principal amount of not to exceed \$13,600,000 (the "Bonds") to finance the costs of an industrial development project (as further described herein, the "Project") for Clement Management Services, LLC, a Missouri limited liability company (the "Company"). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri ("Chapter 100") and Article VI, Section 27(b) of the Missouri Constitution (together with Chapter 100, the "Act"). The Bonds will initially be owned by the Company and cannot be transferred, other than to the Company's lenders and affiliates, without the City's prior approval.

Gilmore & Bell, P.C. has prepared this Plan for an Industrial Development Project and Cost/Benefit Analysis (this "Plan") to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax), of using industrial revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

As further described below, the Project consists of constructing an approximately 63,650 square foot automobile service center (the "Project improvements") on approximately 3.45 acres of land located at 3707 Veterans Memorial Parkway in the City (the "Project Site" and together with the Project Improvements, the "Project").

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing and industrial development purposes, including the real estate, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds, and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as

further described below.) The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project and to maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical Chapter 100 transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968)(*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966)(*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation while the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make payments in lieu of taxes (“PILOTs”). The amount of PILOTs is negotiable. The PILOTs are payable by December 31 of each year and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales and Use Tax Exemption. In addition to property tax abatement, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

III. DESCRIPTION OF THE PARTIES

Clement Management Services, LLC. The Company is a Missouri limited liability company that was formed for the purpose of engaging or transacting any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act. The Company is affiliated with Clement Auto Group, LLC, which sells new and used vehicles through four full-service new car dealerships and two pre-owned dealerships. Clement Auto Group also operates an automotive detailing service and collision center. More information about Clement Auto Group is available at <https://clementautogroup.com/>.

City of St. Charles, Missouri. The City is a home-rule charter city and political subdivision of the State of Missouri (the “State”). The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing,

commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of constructing an approximately 63,650 square foot automobile service center (the “Project improvements”) on approximately 3.45 acres of land located at 3707 Veterans Memorial Parkway in the City (the “Project Site” and together with the Project Improvements, the “Project”). The Company estimates Project completion in January 2026.

B. Estimate of the Costs of the Project. The Project is expected to cost approximately \$13,600,000.

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of \$13,600,000 and other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State. No tax revenues will be used to repay the Bonds.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. Simultaneously with the issuance of the Bonds, the Company will convey to the City fee title to the Project. The City will lease the Project, as it may at any time exist, to the Company for lease payments equal to the principal of and interest on the Bonds, plus certain PILOTs. Under the terms of the lease, the Company will have the option to purchase the Project at any time for nominal consideration, including at the termination of the lease. Unless terminated sooner pursuant to the terms thereof, the lease (and abatement) will terminate on December 31 of the 9th year following the year in which the Abatement Initiation Date occurs; provided, the lease of the entire Project will terminate (and the tax abatement will end) on December 31 of the year in which the value of the partial property tax abatement totals \$250,000.

The “Abatement Initiation Date” will be January 1 of the year immediately following the year in which the Project Improvements are completed, unless the Company notifies the City in writing by July 1 of the year in which the Project Improvements are completed that the Abatement Initiation Date should be January 1 of such year. The Project Improvements are expected to be completed in the first quarter of 2026, so the Abatement Initiation Date is expected to be January 1, 2026, and the lease is expected to terminate on December 31, 2035.

E. Affected School District, Community College District, Emergency Service Providers, County and City. The Project is located within the boundaries of the School District of the City of St. Charles, Missouri; St. Charles Community College; St. Charles County, Missouri (the “County”); the City; St. Charles County Dispatch & Alarm; Central County Fire & Rescue; and the St. Charles County Ambulance District. The Cost/Benefit Analysis attached hereto identifies all other taxing entities affected by the Project (other than those taxing entities solely affected by the Project with respect to receipt of tax revenues from the commercial surcharge tax).

F. Current Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is \$154,636. The Company estimates the total equalized assessed valuation of the real property included in the Project after development will be approximately \$3,400,000. The St. Charles County Assessor will make the final determination of the assessed value.

G. *Payments in Lieu of Taxes.* If this Plan is approved by the City, the City intends to issue the Bonds, take possession of the Project and extend tax abatement to the Company. During the tax abatement period, the Company will make the following PILOTs:

(1) in each year before the Abatement Initiation Date occurs (expected to be 2025), the Company will make a PILOT equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Fire District and the Ambulance District, with respect to the Project, but for the City's ownership thereof; and

(2) in the year in which the Abatement Initiation Date occurs and in each of the 9 years thereafter (expected to be 2026 through 2035, inclusive), the Company will make a PILOT equal to 50% of the real property taxes, including the commercial surcharge taxes, that would be due to all of the affected taxing jurisdictions, excluding the Fire District and the Ambulance District, but not to exceed an aggregate value of \$250,000 over a 10-year period.

Notwithstanding the foregoing, if the Company fails to reach certain sales tax benchmarks, the Company must pay to the City in the next calendar year an amount equal to 100% of the property taxes abated in the prior calendar year. Furthermore, if the Company sells any portion of the Project during the 10-year term of the property tax abatement, the Company must pay to the City an amount equal to 100% of the property taxes abated in all prior years, less any amounts that were already repaid to the City due to a failure to reach any annual benchmark.

Pursuant to Section 100.050 of the Act, certain emergency service districts may elect to be reimbursed up to 100% of the taxes they would have otherwise received, but for the tax abatement. The Fire District, the Ambulance District and Dispatch & Alarm are all emergency service districts that could elect to be reimbursed up to 100% of the taxes they would have otherwise received. This Plan assumes that Dispatch & Alarm will elect to be treated in the same manner as the non-emergency taxing jurisdictions (i.e., a reimbursement rate equal to 50% of the taxes they would have otherwise received). If Dispatch & Alarm elects a different reimbursement rate, the PILOTs to be made by the Company will differ from those shown in the Cost/Benefit Analysis attached hereto. The Company must make PILOTs required to satisfy the obligations to any applicable emergency service districts as required by the Act.

Except as described above with respect to the applicable emergency service districts, all PILOTs (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax) will be disbursed to the taxing jurisdictions in the same proportion as their respective, then-current ad valorem tax levies.

H. *Sales and Use Tax Exemption.* Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company.

I. *Cost/Benefit Analysis and Discussion of Exhibits.* In compliance with Section 100.050.2(3) of the Act, this Plan has been prepared to show the costs and benefits to the City and to the other taxing jurisdictions affected by the tax abatement of the Project. The projections in the Cost/Benefit Analysis attached hereto are estimates based on numerous assumptions set forth in **Attachment A**. Therefore, the actual revenues generated from the Project may be significantly different from those shown in the Cost/Benefit Analysis. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on the affected taxing jurisdictions (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax) and key ancillary

benefits expected to be derived from the Project. This Plan does not attempt to quantify the overall economic impact of the Project.

Summary of Property Tax Abatement. **Exhibit 1** provides a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated on the Project Site if the Project Improvements were not built, (2) the total estimated tax revenues that would be generated on the Project if the Project did not receive tax abatement, (3) the total estimated value of the PILOTs to be made by the Company for the proposed abatement period and (4) the total estimated value of the abatement to the Company. Please note that the actual value of the Project may differ from the estimated value assumed in this Plan and may impact the value of the PILOTs made by the Company.

Real Property Tax Revenues. **Exhibit 2** provides the projected real property tax revenues that would be generated on the Project Site if the Project Improvements were not built. **Exhibit 3** provides the projected real property tax revenues that would be generated on the Project if the Project did not receive tax abatement. **Exhibit 4** provides the projected value of the PILOTs to be made by the Company based on the estimated assessed value of the Project after completion.

Refer to **Attachment A** for the assumptions related to the determination of the assessed values and the tax formulas.

Sales and Use Tax Exemption. The City will grant a sales and use tax exemption on the qualified building materials necessary to construct the Project Improvements. For purposes of determining the impact of the sales and use tax exemption on the qualified building materials on the affected taxing jurisdictions granted by the City, it was assumed that:

- \$3,400,000 (or 25%) of the total costs of the Project will be allocated to construction material costs;
- the applicable sales tax rate is 7.950%, of which 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- the applicable use tax rate is 5.950%, of which 4.225% is allocated to the State and 1.725% is allocated to the County;
- 80% of the qualified construction materials will be subject to the State's sales tax and 20% will be subject to the State's use tax;
- 75% of the qualified construction materials will be subject to the County's sales tax and 20% will be subject to the County's use tax; and
- 75% of the qualified construction materials will be subject to the City's sales tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately \$250,368, allocated as follows:

	<u>Sales Tax</u>	<u>Use Tax</u>	<u>Total</u>
State	\$114,920	\$28,730	\$143,650
County	43,988	11,730	55,718
City	<u>51,000</u>	<u>0</u>	<u>51,000</u>
Total	<u>\$209,908</u>	<u>\$40,460</u>	<u>\$250,368</u>

Ancillary Project Benefits. The Project will result in construction jobs and will provide collateral benefits for local suppliers during the construction period. The Project will also create new full-time and part-time employment opportunities. All additional workers will be contributing to the local economy, and as a result, the City may see an increase in businesses that support the Project's employees and operations. The Project will generate real and personal property taxes. None of these ancillary impacts were measured for purposes of this Plan.

V. ASSUMPTIONS AND BASIS OF PLAN

This Plan includes assumptions that impact the amount of the abatement proposed for the Project. See **Attachment A** for a summary of these assumptions.

In addition to the foregoing, to complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City and its counsel, representatives of the Company, and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided by other parties and has not independently verified the accuracy, completeness or fairness of such information.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The Company will invest \$13,600,000 to acquire the Project Site and to construct the Project Improvements.
2. The acquisition and construction of the Project will be complete by January 2026.
3. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem property taxes.
4. The Project will be excluded from the calculation of ad valorem real property tax from 2026 through 2035.
5. The Company will make PILOTs to the Fire and Ambulance Districts in an amount equal to the taxes that would otherwise be due to the Fire and Ambulance Districts in each year, but for the City's ownership of the Project.
6. Real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate}) / 100$$
7. The Project will be assessed as commercial property.
8. The total equalized assessed valuation of the real property included in the Project after construction of the Project Improvements will be \$3,400,000.
9. The Project will be assessed in the first full year after construction is complete. The Project will be reassessed every odd-numbered year thereafter. An estimated growth rate of 3% has been assumed for each reassessment.
10. The tax rates used in this Plan reflect the rates in effect for the 2024 tax year. The tax rates were held constant through the 2035 tax year.

* * *

The Cost/Benefit Analysis has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Company. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. It is not intended as financial advice or a financial recommendation to the City, the Company or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934.

EXHIBIT 1 - SUMMARY OF COST/BENEFIT ANALYSIS

Taxing Jurisdiction	Commercial Tax Rate	Projected Real Property Tax			Projected Real Property Tax		
		Revenues on Existing Property	Revenues on Project (No Abatement)	Property PILOTs on Project	Revenues on Project (No Abatement)	Property PILOTs on Project	Abatement on Project*
State of Missouri	0.0300	\$ 530	\$ 10,993	\$ 5,497	\$ 5,497	\$ 5,497	
County Road and Bridge	0.1743	3,082	63,870	31,935	31,935	31,935	
County Dev. Disability	0.1108	1,959	40,601	20,301	20,301	20,301	
County Dispatch	0.0335	592	12,276	6,138	6,138	6,138	
Library	0.1728	3,055	63,320	31,660	31,660	31,660	
St. Charles Community College	0.1676	2,963	61,415	30,707	30,707	30,707	
Ambulance	0.3273	5,787	119,935	119,935	119,935	-	
Central County Fire	1.0350	18,300	379,262	379,262	379,262	-	
St. Charles School District Debt	4.5679	80,765	1,673,846	836,923	836,923	836,923	
Commercial Surtax	0.5300	9,371	194,211	97,106	97,106	97,106	
		\$ 126,404	\$ 2,619,728	\$ 1,559,462	\$ 1,559,462	\$ 1,060,266	

*Lease (and abatement) will terminate on the earlier of (1) December 31 of the year in which the value of the partial real property tax abatement total \$250,000 or (2) December 31, 2035.

EXHIBIT 2 - PROJECTED REAL PROPERTY TAX REVENUES ON EXISTING PROPERTY

Estimated Assessed Value of Existing Property	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
	\$ 164,053	\$ 168,975	\$ 168,975	\$ 174,044	\$ 174,044	\$ 179,265	\$ 179,265	\$ 184,643	\$ 184,643	\$ 190,183	
Taxing Jurisdiction	Tax Rate per \$100										
State of Missouri	0.0300	\$ 49	\$ 51	\$ 52	\$ 52	\$ 54	\$ 54	\$ 55	\$ 55	\$ 57	\$ 530
County Road and Bridge	0.1743	286	295	303	303	312	312	322	322	331	3,082
County Dev. Disability	0.1108	182	187	193	193	199	199	205	205	211	1,959
County Dispatch	0.0335	55	57	58	58	60	60	62	62	64	592
Library	0.1728	283	292	301	301	310	310	319	319	329	3,055
St. Charles Community College	0.1676	275	283	292	292	300	300	309	309	319	2,963
Ambulance	0.3273	537	553	570	570	587	587	604	604	622	5,787
Central County Fire	1.0350	1,698	1,749	1,801	1,801	1,855	1,855	1,911	1,911	1,968	18,300
St. Charles School District Debt	4.5679	7,494	7,719	7,950	7,950	8,189	8,189	8,434	8,434	8,687	80,765
Commercial Surtax	0.5300	869	896	922	922	950	950	979	979	1,008	9,371
	7.1492	\$ 11,728	\$ 12,080	\$ 12,443	\$ 12,443	\$ 12,816	\$ 12,816	\$ 13,201	\$ 13,201	\$ 13,597	\$ 126,404

EXHIBIT 4 - PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES ON PROJECT

Taxing Jurisdiction	Tax Rate per \$100	2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		Total
		50%	100%	50%	100%	50%	100%	50%	100%	50%	100%	50%	100%	50%	100%	50%	100%	50%	100%	50%	100%	
Estimated Assessed Value of Project		\$ 3,400,000	\$ 3,502,000	\$ 3,502,000	\$ 3,502,000	\$ 3,607,060	\$ 3,607,060	\$ 3,607,060	\$ 3,607,060	\$ 3,715,272	\$ 3,715,272	\$ 3,715,272	\$ 3,715,272	\$ 3,826,730	\$ 3,826,730	\$ 3,826,730	\$ 3,826,730	\$ 3,826,730	\$ 3,826,730	\$ 3,826,730	\$ 3,941,532	
PLOT Payment to all entities except Fire and Ambulance Distric																						
PLOT Payment to Fire and Ambulance Districts																						
State of Missouri	0.0300	\$ 510	\$ 525	\$ 525	\$ 541	\$ 541	\$ 541	\$ 541	\$ 541	\$ 557	\$ 557	\$ 557	\$ 557	\$ 574	\$ 574	\$ 574	\$ 574	\$ 574	\$ 574	\$ 574	\$ 591	\$ 5,497
County Road and Bridge	0.1743	2,963	3,052	3,052	3,144	3,144	3,144	3,144	3,144	3,238	3,238	3,238	3,238	3,335	3,335	3,335	3,335	3,335	3,335	3,335	3,435	31,935
County Dev. Disability	0.1108	1,884	1,940	1,940	1,998	1,998	1,998	1,998	1,998	2,058	2,058	2,058	2,058	2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,184	20,301
County Dispatch	0.0335	570	587	587	604	604	604	604	604	622	622	622	622	641	641	641	641	641	641	641	660	6,138
Library	0.1728	2,938	3,026	3,026	3,117	3,117	3,117	3,117	3,117	3,210	3,210	3,210	3,210	3,306	3,306	3,306	3,306	3,306	3,306	3,306	3,405	31,660
St. Charles Community College	0.1676	2,849	2,935	2,935	3,023	3,023	3,023	3,023	3,023	3,113	3,113	3,113	3,113	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,303	30,707
Ambulance	0.3273	11,128	11,462	11,462	11,806	11,806	11,806	11,806	11,806	12,160	12,160	12,160	12,160	12,525	12,525	12,525	12,525	12,525	12,525	12,525	12,901	119,935
Central County Fire	1.0350	35,190	36,246	36,246	37,333	37,333	37,333	37,333	37,333	38,453	38,453	38,453	38,453	39,607	39,607	39,607	39,607	39,607	39,607	39,607	40,795	379,262
St. Charles School District Debt	4.5679	77,654	79,984	79,984	82,383	82,383	82,383	82,383	82,383	84,855	84,855	84,855	84,855	87,401	87,401	87,401	87,401	87,401	87,401	87,401	90,023	836,923
Commercial Surtax	0.5300	9,010	9,280	9,280	9,559	9,559	9,559	9,559	9,559	9,845	9,845	9,845	9,845	10,141	10,141	10,141	10,141	10,141	10,141	10,141	10,445	97,106
		\$ 144,696	\$ 149,036	\$ 149,036	\$ 153,507	\$ 153,507	\$ 153,507	\$ 153,507	\$ 153,507	\$ 158,113	\$ 158,113	\$ 158,113	\$ 158,113	\$ 162,856	\$ 162,856	\$ 162,856	\$ 162,856	\$ 162,856	\$ 162,856	\$ 162,856	\$ 167,742	\$ 1,559,462

EXHIBIT B
TRUST INDENTURE

(On file in the office of the City Clerk)

CITY OF ST. CHARLES, MISSOURI,

AND

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of October 1, 2025

Relating to:

**\$13,600,000
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(Clement Management Services, LLC Project)
Series 2025**

EXHIBIT B

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of October 1, 2025 (this “Indenture”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. _____ (the “Ordinance”) on October 7, 2025, approving a Plan for an Industrial Development Project relating to the construction of an approximately 63,650 square foot automobile service center (the “Project Improvements”) on approximately 3.45 acres of land located at 3707 Veterans Memorial Parkway in the City (the “Project Site,” as more fully described on **Exhibit A**, attached hereto and incorporated herein by reference).

3. Pursuant to the Act and the Ordinance, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025, in the maximum principal amount of \$13,600,000 (the “Bonds”), for the purpose of acquiring the Project Site and constructing the Project Improvements (together, as they may at any time exist, the “Project”) and (2) enter into this Indenture with the Trustee for the purpose of issuing and securing the Bonds.

4. Pursuant to the Act and the Ordinance, the City is further authorized to lease the Project to the Company pursuant to a Lease Agreement dated as of October 1, 2025 (the “Lease”) between the City and the Company. Pursuant to the Lease, the City will, or will cause the Company to, acquire, construct and install the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the

payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Abatement Initiation Date” means January 1 of the calendar year following the calendar year in which the Project Improvements are completed, unless the Company notifies the City in writing by July 1 of the calendar year in which the Project Improvements are completed that the Abatement Initiation Date should be January 1 of such calendar year.

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Approved Investor” means (a) the Company, (b) an affiliate of the Company, (c) the Lender, (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, (e) any general business corporation or enterprise with total assets in excess of \$100,000,000 or (f) any Person approved by the City Council.

“Authorized City Representative” means the Mayor, the Director of Administration or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025, in the maximum aggregate principal amount of \$13,600,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of St. Charles, Missouri, Series 2025 Bond Fund – Clement Management Services, LLC” created in **Section 501**.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of St. Charles, Missouri, a constitutional home rule charter city organized and existing under the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs paid by the Company from its own funds on or before the Closing Date, and, at the Company’s option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds.

“Company” means Clement Management Services, LLC, a Missouri limited liability company, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** hereof, which shall be deemed executed and filed on December 31, 2026 if not actually executed and filed by December 31, 2026, except as otherwise provided in **Section 4.5** of the Lease.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$13,600,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Deed” means the Special Warranty Deed, pursuant to which the Company will convey title to the Project to the City, subject to the Fee Deed of Trust.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Fee Deed of Trust” means the Deed of Trust dated December 30, 2024, executed by the Company for the benefit of the Lender, as amended by the First Amendment to Deed of Trust dated October __, 2025, between the Company and the Lender, and as may be further amended in accordance with the provisions thereof.

“Financing Document” means any loan agreement, credit agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party, including, without limitation, any loan agreement, credit agreement, mortgage or other document executed in connection with the loans made to the Company by the Lender.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any Lender and any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Company from time to time.

“Government Securities” means (a) noncallable, nonredeemable direct obligations of the United States of America, and (b) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State or any political subdivision of the State, which at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration and the Federal Home Loan Mortgage Corporation;
- (d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (c) above and that have a market value at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account;
- (e) certificates of deposit, time deposits, demand deposits or U.S. dollar denominated deposit accounts, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits, demand deposits or U.S. dollar denominated deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits, demand deposits or U.S. dollar denominated deposit accounts;
- (f) money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating of AAAm-G, AAA-m, or AA-m if rated by S&P or a rating of Aaa, Aa1 or Aa2 if rated by Moody’s; or
- (g) any other investment approved in writing by an Authorized City Representative and the Owners of all of the Outstanding Bonds.

“Lease” means the Lease Agreement dated as of October 1, 2025 between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease, subject to the express, prior written consent of the Lender.

“Lender” means, initially, Midwest Regional Bank and its successors and assigns, and any lender providing construction or long-term financing for the Project, as certified to the City by the Company.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, the Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Outstanding” means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds subsequently canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee, and for any actions requiring the consent of an Owner hereunder, the Lender.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of October 1, 2025 between the City and the Company.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, (b) this Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanics’ liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens, security interests or encumbrances granted pursuant to the Lease, any Leasehold Mortgage, the Fee Deed of Trust (as amended by the First Deed of Trust) and any Financing

Documents, (f) subleases of all or any portion of the Project by the Company to tenants in the Company's ordinary course of business and (g) such exceptions to title set forth in the ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company, Commitment Number STL2406186 Revision 1.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time before the Completion Date, the same being on file at the principal office of the Company, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

"Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of purchasing and constructing the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project Site and the Project Improvements located on the Project Site;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary for the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the period of construction of the Project in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of St. Charles, Missouri, Series 2025 Project Fund – Clement Management Services, LLC” created in **Section 501**.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from the proceeds of Bonds, and all additions, alterations, modifications and improvements thereto made pursuant to the Lease.

“Project Site” means all of the real estate described in **Exhibit A**.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

“Transfer Date” means the date on which the Company transfers fee title to the Project to the City pursuant to **Section 4.5** of the Lease.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this Indenture to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this Indenture as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 103. Date of Indenture. The dating of this Indenture as of October 1, 2025, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the “City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$13,600,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit B**, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Company or any Financing Party is the sole Owner of the Bonds, then the Company, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligations to the Company, as the bondholder, to pay principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee under the Lease, is deemed to have paid its obligation to the City to pay Basic Rent under the Lease and the City is deemed to have paid its obligation to the Company, as bondholder, to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of

such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit B**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit C**. The Trustee shall be fully protected in relying upon such representation letter and shall have no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bonds, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of

and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$13,600,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the “City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025.” The Bonds shall be dated as provided in **Section 203(b)**, shall become due on December 1 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit B** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) an original or certified copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement, the Lease and the Deed;

(2) executed counterparts of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(3) a representation letter from the Purchaser in substantially the form attached as **Exhibit C**;

(4) a request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to name of the Purchaser and the amount of such purchase price; and

(5) such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) the Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall endorse the Bonds in

an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price. In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificate, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificate and the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amount as long as the Company and the Purchaser are the same Person. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than the final maturity of the Bonds as set forth in **Section 208(a)**. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to a requisition, the Trustee's records of such advances shall be based solely on the requisitions provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds (if the Trustee is holding the Bonds) the principal amount paid on the Bonds as "Principal Amount Redeemed" and shall enter the then-Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit B**. To the extent the Company, as lessee under the Lease, sets-off its obligation to the City against the City's obligations to the Company, as the bondholder, as permitted by **Section 204(e)** the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond

of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment or redemption of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, (1) in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project, or (2) in whole, if the Company purchases the Project pursuant to **Section 11.4** of the Lease. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company or any Financing Party and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile or other electronic communication and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit B**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of St. Charles, Missouri, Series 2025 Project Fund – Clement Management Services, LLC" (herein called the "Project Fund").

(b) "City of St. Charles, Missouri, Series 2025 Bond Fund – Clement Management Services, LLC" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificates. If the Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on the date the Trustee endorses the Bonds with respect to such additional amount.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in any requisition certificate if such requisition certificate is signed by an Authorized Company Representative without inquiry or investigation. The approval of each requisition certificate by an Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** or **Section 505**; (5) subject to the terms and conditions of the Fee Deed of Trust and the other Financing Documents executed in favor of the Lender, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same becomes due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all the Bonds Outstanding, payment may be made via transaction entry on the trust records held by the Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal or of interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof may look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by an Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning the investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized and directed to invest in the Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee may conclusively rely upon

the Authorized Company Representative's written direction as to both the suitability and legality of the directed investment and such written direction shall be deemed to be a certification to the Trustee that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six months after the payment of all of the Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Company for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee upon written direction to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as it is notified in writing and may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description in filing any financing or continuation statement or modification thereto pursuant to this Section, and (b) filing any continuation statement in the same filing office as the initial filing was made. The Company shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or recognized overnight delivery service to the Company and the Lender, and the Company and the Lender have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company, the Lender or the City (as the case may be) within such period and diligently pursued until the default is corrected. Nothing herein shall constitute an obligation of the Lender to cure any defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, the Lender and the Company, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease (which is and shall be and remain subject

to the Fee Deed of Trust), and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof (subject to the Fee Deed of Trust), in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which

by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and to the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease and the Performance Agreement. Any remaining moneys shall be deposited in the Bond Fund, and all moneys in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts

due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section, if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding, provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(i)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to

be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on any such certificate or advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee

shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under this Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the Company pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to, the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture or the Lease sent in the form of a manually signed document by the City or the Company, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Company, respectively, shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City or the Company, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed

controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Company, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(q) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification shall survive its resignation or removal hereunder or the satisfaction and discharge of this Indenture and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to (a) the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of

the Trustee, (b) the Lender at the address specified in **Section 1404** hereof, and (c) the beneficiary of any Leasehold Mortgage at the address provided by the Company, in writing, to the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(I)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee, at the Company's expense, may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Company. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of any vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified

to accept such trusts with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Company's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City and upon payment of its outstanding fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment, governmental or other charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy,

power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Owner requesting the same in writing and, upon the written request of the City, the Company or any Owner (at such Owner's expense), a monthly accounting to any such party showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations specifically assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof and shall be subject to the Fee Deed of Trust, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform this Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures (and shall be subject to the Fee Deed of Trust) as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**, the Lender at the address specified in **Section 1404** hereof, and the beneficiary of any Leasehold Mortgage at the address provided by the Company, in writing, to the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company has consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and each Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by

this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the City or the Company from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee, or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State, in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect of this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Financing Parties and the Owners, as herein provided.

Section 1403. Rights of Lender. The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Company shall be entitled to collaterally assign its interest in the Bonds to the Lender for the purpose of securing the Company's obligations to the Lender in connection with the financing or refinancing of the Project. In the event of a collateral assignment made by the Company, the City and the Trustee agree, at the expense of the Company, to execute such consents, estoppels and other documents related thereto as the Lender shall reasonably request and in such form with such terms as the City and the Trustee deem appropriate; provided, the Trustee has received indemnification from the Lender and Company as provided in **Section 1001(I)**, and provided further the Trustee shall be

entitled to engage the advice of counsel, at the expense of the Company, in executing any such documents, shall have no obligation to execute any such document that affects the Trustee's rights, duties or immunities under this Indenture or otherwise, and any obligations of the Trustee under any such document must be in compliance with the regulatory requirements applicable to the Trustee.

Section 1404. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company, the Lender or the Owners if the same is duly (a) mailed by registered or certified mail, postage prepaid, (b) sent by overnight delivery which requires written acknowledgment of receipt by the addressee, or (c) transmitted electronically and receipt confirmed by telephone or electronic read receipt, addressed as follows:

(1) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
ATTN: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
ATTN: Holly Magdziarz, Esq.
E-mail: holly.magdziarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
ATTN: Larry Dobrosky
E-mail: lawrence.dobrosky@stcharlescitymo.gov

and:

Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
ATTN: Mark D. Grimm, Esq.
Email: mgrimm@gilmorebell.com
(314) 444-4118

(2) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department
Email: kristina.tibbits@umb.com

(314) 612-8488

(3) To the Company:

Clement Management Services, LLC
190 Spring Drive
St. Charles, Missouri 63303
ATTN: Lee Swartz
E-mail: lee.swartz@clementautogroup.com
(636) 290-4392

(4) To the Lender:

Midwest Regional Bank
363 Festus Centre Drive
P.O. Box 1269
Festus, Missouri 63028
ATTN: [REDACTED]
E-mail: [REDACTED]
() - [REDACTED]

(5) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company and the Lender. The City, the Company, the Lender and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1405. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 1406. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Transaction and Digital Signature. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

The words "execute," "execution," "signed," "signature," and words of similar import used in or related to any document to be signed in connection with this Agreement, or any of the transactions contemplated hereby (including amendments, waivers, consents, and other modifications) shall be deemed to include electronic signatures and the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other similar state laws based on the Uniform Electronic Transactions Act.

Section 1409. City Consents and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, this Indenture and the Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Lease or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council.

Section 1410. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

[SEAL]

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

Kimberly Hudson, City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 16 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

TOGETHER WITH all buildings, structures, and other improvements, all fixtures, presently existing, or hereinafter erected or attached,

TOGETHER WITH all appurtenances, easements, rights, rents and profits,

SUBJECT TO the recorded plat thereof and all the easements, reservations and restrictions of record.

EXHIBIT B
FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN-DESCRIBED INDENTURE.***

No. 1

Not to Exceed
\$13,600,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(CLEMENT MANAGEMENT SERVICES, LLC PROJECT)
SERIES 2025

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
5.0%	December 1, 2036 ¹	October __, 2025

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: **THIRTEEN MILLION SIX HUNDRED
THOUSAND DOLLARS**

The **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond

¹ If the Abatement Initiation Date (as defined in the Indenture) is January 1, 2026, the Maturity Date shall automatically be adjusted to December 1, 2035.

shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated the “City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025,” in the maximum aggregate principal amount of \$13,600,000 (the “Bonds”), issued for the purpose of acquiring approximately 3.45 acres of land located at 3707 Veterans Memorial Parkway in the City (the “Project Site”) and constructing an approximately 63,650 square foot automobile service center thereon (the “Project Improvements” and, together with the Project Site, the “Project”). The City will lease the Project to Clement Management Services, LLC, a Missouri limited liability company (the “Company”), under the terms of a Lease Agreement dated as of October 1, 2025 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the City Council.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of October 1, 2025 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., St. Louis, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, (1) in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project, or (2) in whole, if the Company purchases the Project pursuant to **Section 11.4** of the Lease. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the

Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile or other electronic communication and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including the interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of St. Charles, Missouri, Series 2025 Bond Fund – Clement Management Services, LLC"

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the designated office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in an aggregate principal amount equal to the Outstanding principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$13,600,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF ST. CHARLES, MISSOURI

[SEAL]

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

Kimberly Hudson, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Clement Management Services, LLC Project), Series 2025, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

Date

By: _____
Authorized Signatory

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(CLEMENT MANAGEMENT SERVICES, LLC PROJECT)
SERIES 2025**

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept by the Trustee
for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT C

FORM OF REPRESENTATION LETTER

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
ATTN: Director of Administration

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department

Re: \$13,600,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025 of the City of St. Charles, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the "Bonds"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of October 1, 2025 (the "Indenture"), between the City of St. Charles, Missouri (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Clement Management Services, LLC, a Missouri limited liability company (the "Company"), under a Lease Agreement dated as of October 1, 2025 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Company and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Company has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms

and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested. [*Delete this paragraph if the Company is the Purchaser of the Bonds.*]

5. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks of the Bonds. [*Delete previous sentence if the Company is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

8. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

9. The undersigned is (a) the lessee under the Lease, (b) an affiliate of the lessee under the Lease, (c) the Lender (as defined in the Indenture), (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, (e) a general business corporation or enterprise with total assets in excess of \$100,000,000 or (f) a Person approved by the City Council.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

EXHIBIT C

LEASE AGREEMENT

(On file in the office of the City Clerk)

**CITY OF ST. CHARLES, MISSOURI,
As Lessor,**

AND

**CLEMENT MANAGEMENT SERVICES, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of October 1, 2025

Relating to:

**\$13,600,000
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(Clement Management Services, LLC Project)
Series 2025**

Certain rights of the City of St. Charles, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as Trustee under the Trust Indenture dated as of October 1, 2025, between the City and the Trustee.

EXHIBIT C

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of October 1, 2025 (this “Lease”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **CLEMENT MANAGEMENT SERVICES, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Company”), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. _____ (the “Ordinance”) on October 7, 2025, approving a Plan for an Industrial Development Project relating to the construction of an approximately 63,650 square foot automobile service center (the “Project Improvements”) on approximately 3.45 acres of land located at 3707 Veterans Memorial Parkway in the City (the “Project Site,” as more fully described on **Exhibit A**, attached hereto and incorporated herein by reference).

3. Pursuant to the Act and the Ordinance, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025, in the maximum principal amount of \$13,600,000 (the “Bonds”), for the purpose of acquiring the Project Site and constructing the Project Improvements (together, as they may at any time exist, the “Project”) and (2) enter into this Lease, pursuant to which the City, as lessor, will, or will cause the Company to, construct the Project Improvements and will lease the Project to the Company, as lessee, for rent sufficient to pay the principal of and interest on the Bonds.

4. The City and the Company acknowledge and agree that the title to the Project is subject and subordinate to the Deed of Trust dated December 30, 2024 (as amended, the “Fee Deed of Trust”) granted to Midwest Regional Bank, its successors and assigns (the “Lender”), by the Company, pursuant to various loan documents (collectively, including but not limited to the Fee Deed of Trust, the “Loan Documents”) evidencing the loan secured by the Fee Deed of Trust prior to the Company’s conveyance of fee title to the Project Site to the City in connection with the Project.

5. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

6. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this Lease to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this Lease as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Date of Lease. The dating of this Lease as of October 1, 2025, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire fee title to the Project Site, subject to Permitted Encumbrances, and construct or cause the construction of the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture [*and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.*]

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of an Authorized Company Representative; provided, however, the City's execution of this Lease, the Indenture and the Performance Agreement shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, (i) conflict with or result in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease, the Fee Deed of Trust, any Leasehold Mortgage or any other restrictions, agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, (ii) or constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) All deeds of trust and other security agreements secured by the Project, including the Fee Deed of Trust, shall recognize that PILOT Payments due and owing under the Performance Agreement are to be given the same priority as real property taxes in the event of a foreclosure. To evidence such preference, all such deeds of trust or other security agreements must contain the following language (or similar language approved by counsel to the City):

Subordination of [Mortgage] to PILOT Payments. Lender agrees that for so long as the [Real Property] is subject to abatement of ad valorem real property taxes pursuant to the Performance Agreement dated as of October 1, 2025, between Clement Management Services, LLC and the City of St. Charles, Missouri, the lien of the [Mortgage] shall be subject and inferior to the lien of the City thereto to the extent of any unpaid PILOT Payments (as defined in the aforementioned Performance Agreement). Lender agrees that any proceeds received by Lender as a result of a foreclosure or deed in lieu of foreclosure related to the [Real Property] shall first be applied to pay any due and owing PILOT Payments.

(e) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained. The City and the Company agree and acknowledge that title to the Project is subject to the lien granted to the Lender by the Company prior to the delivery of this Lease, and no further notice of the Fee Deed of Trust is required for the Lender to have all Lender rights and protections provided herein and in the Indenture.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate

on the earlier of (1) December 31 of the 9th year following the year in which the Abatement Initiation Date occurs or (2) December 31 of the year in which the value of the partial property tax abatement totals \$250,000.

The "Abatement Initiation Date" will be January 1 of the year immediately following the year in which the Project Improvements are completed, unless the Company notifies the City in writing by July 1 of the year in which the Project Improvements are completed that the Abatement Initiation Date should be January 1 of such year. The Project Improvements are expected to be completed in the first quarter of 2026, so the Abatement Initiation Date is expected to be January 1, 2026, and the lease is expected to terminate on December 31, 2035 (unless terminated sooner pursuant to clause (2) of the preceding paragraph).

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII**, the Indenture and the Performance Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's ownership of the Project. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Purchase and Construction of the Project. The City and the Company agree that the Company, as the agent of the City, shall purchase and construct the Project as follows:

(a) The City will acquire fee title to the Project Site at the execution hereof. Concurrently with the execution of this Lease, (1) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (2) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee.

(b) On behalf of the City, the Company will purchase and construct the Project Improvements on the Project Site and otherwise improve the Project Site substantially in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that affect the status of the Project as a "project" under the Act or that would materially alter the accuracy of the description of the Project in the Plan for an Industrial Development Project and Cost/Benefit Analysis distributed under the Act may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede any of the provisions of **Article VIII**.

(c) The Company will cause the purchase and construction of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

(d) The Project Improvements shall be constructed in a good and workmanlike manner and in strict compliance with all applicable laws, orders and ordinances.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a requisition certificate pursuant to **Section 4.4**. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months of the Completion Date. The maximum amount of Project Costs for which requisitions may be submitted is expressly limited to \$13,600,000.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and endorse the Bonds, upon receipt by the Trustee of certificates in substantially the form of **Exhibit B**, signed by an Authorized Company Representative and approved by an Authorized City Representative. Upon request by the City, the Company shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by an Authorized Company Representative stating (a) that

the purchase, construction and improving of the Project have been completed in accordance with the Plans and Specifications, (b) the date of completion thereof, and (c) that all costs and expenses of the purchase, construction and improving of the Project have been incurred. Notwithstanding the foregoing, (i) such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being and (ii) such certificate shall be deemed given on December 31, 2026 if not actually filed with the City by December 31, 2026 (so long as the Project was substantially complete by such date), subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides a written notice to the City, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond June 30, 2027. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee. If the Trustee has not received such certificate by November 1, 2026, the Company shall notify the Trustee whether the Company expects the Completion Date to occur by December 31, 2026.

Section 4.6. Surplus in Project Fund. Upon receipt of the certificate described in **Section 4.5** and payment from the Project Fund of the Project Costs described therein, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (a) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of City. The Project Site and the Project Improvements located thereon at the execution hereof and which the Company desires to convey to the City, all work and materials related to the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture and Permitted Encumbrances, the Fee Deed of Trust and the Leasehold Mortgage, if any. Upon reasonable request of and at the expense of the Company, the City agrees to cooperate with the Company regarding the enforcement of any claims the Company may have against third parties relating to the construction and equipping of the Project.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore are subject to taxation, to the extent otherwise provided by law.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company or any Financing Party is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company or the Financing Party as bondholder to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the City is deemed to have paid its obligation to the Company as bondholder to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease or the Performance Agreement, including, but not limited to, claims by contractors or subcontractors, as and when the same become due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature which the Company has agreed in writing to pay or assume under the provisions of this Lease, the Performance Agreement or the Indenture.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then-remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Company (i) before instituting any such contest, gives the City and Trustee written notice of its intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and Trustee from any costs and expenses the City and Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the PILOT Payments (as defined in the Performance Agreement) to be made by the Company under the Performance Agreement to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name,

and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Company shall at its sole cost and expense obtain a policy or policies of insurance (including builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction throughout the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall include an endorsement naming the Lender, the City, the Trustee and the Company as insureds, as their respective interests may appear, shall name the Lender as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the Lender, the City, the Company and the Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be (i) paid over to the Trustee and shall be applied as provided in **Article IX**, or (ii) applied as directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender under the Loan Documents and any Financing Party under the Financing Document.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and not less than 30 days before the expiration date of each insurance policy.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Company may make such additions, modifications and improvements in and to any part of the Project Site or the Project Improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (i) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto, and (ii) when commenced, be prosecuted to completion with due diligence.

(b) The Company shall, following the Completion Date, notify the City in writing of any improvements to the Project Site or the Project Improvements that in the aggregate are reasonably expected to exceed \$1,000,000 during any calendar year. If such improvements constitute personal property, any such improvements shall remain the property of the Company, shall not become part of the Project, and shall be subject to ad valorem taxes.

Section 8.2. Additional Improvements on the Project Site. Subject to **Section 8.1** and **Section 8.5**, the Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the St. Charles County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of any such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (i) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final

judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such item, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

(c) In accordance with Section 513.455 of the Revised Statutes of Missouri, the City hereby consents to the subjection of the Project and the Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project Improvements are damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project Improvements are of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project Improvements as a "project" permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents or any Financing Party under any Financing Document. Subject to the provisions of the Fee Deed of Trust and related Loan Documents or any Financing Document, insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Subject to the provisions of the Fee Deed of Trust and related Loan Documents or any Financing Document, insurance monies in an amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount

of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender or any Financing Party. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f), subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of the Lender under the Loan Documents, any leasehold mortgagee under any Leasehold Mortgage, and any Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion provided to the City and the Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The Company will prosecute or defend any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage.

(e) The Company agrees to give prompt written notice to the City, the Trustee and the Lender with respect to all fires and any other casualties occurring in, on, at or about the Project Site.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under the Fee Deed of Trust or any Leasehold Mortgage or Financing Document to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due, all subject to the rights of the Lender under the Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and the Financing Parties under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being rebuilt, repaired, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of the Lender with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Company to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project or any portion thereof, in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$100,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the Lender under the Loan Documents, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances (including, without limitation, any liens held by the Lender in and to such substitute Project Improvements). In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, or if the Company does not have the right under the Fee Deed of Trust or any Leasehold Mortgage to use any Net Proceeds of condemnation awards received by the Company, then any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due and payable, all subject to the rights of the Lender under the Loan Documents, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any

prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) shall before the application thereof by the City or the Trustee be applied as directed in writing by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project, or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company's failure to

purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture or the Performance Agreement, and will be a Permitted Encumbrance and that the Company will defend, indemnify and save and hold harmless the City and the Trustee from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from the execution and delivery of any instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (B) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) Subject to the Fee Deed of Trust, and only with the express, prior written consent of the Lender, the Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Mortgage or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Performance Agreement are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) As long as the Fee Deed of Trust remains outstanding or upon notice by the Company to the City in writing that the Company has executed one or more Financing Documents under which it has

granted rights in this Lease to the Lender and/or any other Financing Party, which includes the name and address of such Lender and/or Financing Party, then the following provisions shall apply with respect to the Lender and the Financing Party:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender and each other Financing Party;

(ii) the City shall serve upon each such Lender and other Financing Party (at the address provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender and other Financing Party;

(iii) each Lender and other Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by such Lender and other Financing Party as timely performance by the Company;

(iv) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Lender and the Financing Parties under this **Section 10.4(d)** as to such other Events of Default. Without limiting the generality of the foregoing, the holder of the Fee Deed of Trust may cause the sale of the fee simple interest or any leasehold interest of the Company to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Fee Deed of Trust, to accept assignment of this Lease in lieu of foreclosure and to appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each Lender and each Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Lender or any other Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that each Lender and other Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(vi) the Lender and each other Financing Party (or its designee, nominee, assignee or transferee) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents; and

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of each Lender and other Financing Party.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by the Lender or Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's fee interest in the Project to any new Fee Deed of Trust or any modification of the existing Fee Deed of Trust. Moreover, to facilitate the recordation of a new Fee Deed of Trust or a modification of the existing Fee Deed of Trust, the City agrees to transfer its fee interest in the Project to the Company; provided that the Company re-conveys the Project back to the City immediately following the recordation of such document via a special warranty deed in a form reasonably acceptable to the City. This Lease (or the Indenture or any related document) shall not merge into any such deed or otherwise be affected by any such transfer. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company, the Lender or any Financing Party not contemplated by this **Section 10.4**, subject to approval by the City Council.

(g) The Lender shall be a third-party beneficiary of **Sections 3.1, 10.4, 13.1 and 14.1** hereof, and the notice and cure provisions of **Sections 12.1 and 15.1** hereof.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Performance Agreement, this Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City, or (ii) to the City or the Trustee, respectively, to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the City or the Trustee, respectively. Upon written notice from the City or the Trustee of any such claim or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of the Performance Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. This Lease is intended to convey to the Company all of the benefits and burdens of ownership and to cause the Company to be treated as the owner of the Project for federal income tax purposes. The Trustee, the Company and the City agree to treat this Lease in a manner consistent with such treatment. The Company alone shall be entitled to all of the federal income tax attributes of ownership of the Project, including without limitation the right to claim depreciation, amortization deductions, investment tax credits and any other tax benefits. The City agrees that any depreciation, amortization deductions, investment tax credits or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, amortization deductions, investment tax credits or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence in good standing, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all the obligations of the Company contained in this Lease, and the surviving, resulting or transferee Person either (a) has a long-term-debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories established by any nationally recognized rating service, (b) is controlled by, under common control with or controls the Company, or (c) is otherwise approved by the City Council. This Section does not limit the Company's transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then-Outstanding, the Trustee shall, pursuant to the terms of the Indenture, file all continuation instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee may conclusively rely upon any initial filing in filing any continuation statement or modification thereto pursuant to this Section.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response,

Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessments (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments (“Reports”) concerning the Project Site and the Project Improvements; upon the completion of the City’s review of the Assessments and the Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Company will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company’s business and in material compliance with all applicable Environmental Laws.

(f) The Company agrees to indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees and expenses, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project or respecting any products or materials previously, now or hereafter located upon the Project, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except, with respect to the City, to the extent such release occurs as a result of any negligence or willful misconduct of the City), (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws (A) relating to or affecting the Project, or (B) relating to any products or materials previously, now or hereafter located upon the Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except, with respect to the City, to the extent such violation or other liability occurs as a result of any act, negligence or willful misconduct of the City), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Company's obligations under this **Section 10.9(f)** shall not apply (1) to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City, or (2) to the City or the Trustee, respectively, to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the City or the Trustee, respectively. The City shall cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 59th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date. The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 59th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(e) the sum of \$10.00.

At its option, to be exercised at least five days before the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to the Project, in substantially the form of **Exhibit C**, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term

following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, (b) attainment of the Maximum Cumulative Property Tax Abatement Value as described in **Section 3.8** of the Performance Agreement or (c) an Event of Default as described in **Section 12.1**. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)**.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company and the Lender; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company and the Lender written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Company and the Lender, as applicable, has commenced such cure within said 60-day period, and (ii) the Company or the Lender, as applicable, diligently prosecutes such cure to completion); or

(c) the Company: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an Event of Default under the Performance Agreement, as defined in **Section 6.1** thereof.

The Trustee shall give the Lender notice of the occurrence of any Event of Default of which the Trustee has notice pursuant to the terms of the Indenture and the Lender may, at its election, but shall have no obligation to, cure such Event of Default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1**, the Company's or the Lender's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project; provided, however, if the Company has paid all obligations due and owing under the Indenture, this Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V**, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI** hereof, the Company's obligations under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorney's fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive

or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to re-purchase the Project as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)** above.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act. Subject to the Fee Deed of Trust and except as otherwise provided in this Section, the Company must obtain the City's prior written consent (not to be unreasonably withheld) before any such disposition, unless such disposition is to an entity controlled by or under common control with or controlling the Company. Notwithstanding the foregoing, the Lender may sell at foreclosure sale or by deed in lieu of foreclosure, the interest of the Company in this Lease.

(b) With respect to any assignment, the Company or the Lender, as applicable, shall comply with the following conditions:

- (i) the Company shall notify the City and the Trustee of the assignment in writing;
- (ii) such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;
- (iii) such assignment shall include the entire then unexpired term of this Lease; and
- (iv) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any other document related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Company may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as the Company remains obligated to perform all of its obligations under this Lease and the Performance Agreement.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the written consent of all of the Owners. This Lease shall also not be amended, changed, modified, altered or terminated without the prior written consent of the Lender and each other Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given if (i) mailed by registered or certified mail, postage prepaid, (ii) sent by overnight delivery which requires written acknowledgment of receipt by the addressee, or (iii) transmitted electronically and receipt confirmed by telephone or electronic read

receipt, addressed as follows (provided, all notices of default under **Section 12.1** must be provided by overnight delivery):

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
ATTN: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
ATTN: Holly Magdziarz, Esq.
E-mail: holly.magdziarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
ATTN: Larry Dobrosky
E-mail: lawrence.dobrosky@stcharlescitymo.gov

and:

Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
ATTN: Mark D. Grimm, Esq.
Email: mgrimm@gilmorebell.com
(314) 444-4118

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department
Email: kristina.tibbits@umb.com
(314) 612-8488

(c) To the Company:

Clement Management Services, LLC
190 Spring Drive
St. Charles, Missouri 63303
ATTN: Lee Swartz

E-mail: lee.swartz@clementautogroup.com
(636) 290-4392

(iv) To the Lender:

Midwest Regional Bank
363 Festus Centre Drive
P.O. Box 1269
Festus, Missouri 63028
ATTN: [REDACTED]
E-mail: [REDACTED]
() - [REDACTED]

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. All notices given by overnight delivery shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consents and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, this Lease or the Performance Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council.

Section 15.11. Subordination of Lease. By its execution hereof, each of the Company and the City hereby agrees that this Lease and the rights of the City hereunder (excluding the City's rights to indemnification and receipt of public liability insurance proceeds) shall be, are, and shall continue to be, subordinate and inferior to the Fee Deed of Trust, the other Loan Documents, any Financing Document and the rights of the Lender thereunder, until all Indebtedness (as such term is defined in the Fee Deed of Trust) have been indefeasibly paid and performed in full, including but not limited to, all future advances and future obligations secured by the Fee Deed of Trust, the other Loan Documents and any Financing Document. Such subordination shall be self-operative, and shall be irrespective of the time, manner, order of recording or perfection, any other priority that ordinarily would result under the Uniform Commercial Code as enacted in each and every applicable jurisdiction, and as amended from time to time, and other applicable law for the order of granting or perfecting of any security interests referred to herein.

Section 15.12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

[SEAL]

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

Kimberly Hudson, City Clerk

CLEMENT MANAGEMENT SERVICES, LLC

By: _____
Name: Penuel Raj Clement
Title: Manager

EXHIBIT A

PROJECT SITE

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 16 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

TOGETHER WITH all buildings, structures, and other improvements, all fixtures, presently existing, or hereinafter erected or attached,

TOGETHER WITH all appurtenances, easements, rights, rents and profits,

SUBJECT TO the recorded plat thereof and all the easements, reservations and restrictions of record.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF OCTOBER 1, 2025, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF OCTOBER 1, 2025, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND CLEMENT MANAGEMENT SERVICES, LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs. The total amount of this requisition and all prior requisitions are as follows:

<u>Date of Project Costs</u>	<u>Amount Submitted in this Requisition</u>	<u>Requisitions Submitted to Date (Including this Requisition)</u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and construction of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the Company (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees that it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with such wire instructions.

6. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

CLEMENT MANAGEMENT SERVICES, LLC

By: _____
Authorized Company Representative

Approved this ____ day of _____, 20__.

CITY OF ST. CHARLES, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: _____, 20__

GRANTOR: CITY OF ST. CHARLES, MISSOURI

Mailing Address: 200 North Second Street
St. Charles, Missouri 63301

GRANTEE: CLEMENT MANAGEMENT SERVICES, LLC

Mailing Address: 190 Spring Drive
St. Charles, Missouri 63303

LEGAL DESCRIPTION: See Exhibit A

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

REFERENCE BOOK & PAGE: N/A

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made _____, 20____, by and between

CITY OF ST. CHARLES, MISSOURI

200 North Second Street
St. Charles, Missouri 63301

(the “**Grantor**”), and

CLEMENT MANAGEMENT SERVICES, LLC,

a Missouri limited liability company
190 Spring Drive
St. Charles, Missouri 63303

(the “**Grantee**”)

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A**, attached hereto and incorporated herein by reference, together with any improvements thereon (the “Real Estate”);

SUBJECT TO (a) easements, restrictions, reservations and declarations of record at the time the Grantee conveyed title to the Real Estate to the Grantor, (b) taxes and assessments, general and special, not now due and payable, (c) rights of the public in and to the parts thereof in streets, roads, or alleys, and (d) easements, restrictions, reservations and declarations of record not described in clauses (a) – (c) above, which have been consented to in writing by the Grantee.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; except as provided above; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, except as provided above.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

[The remainder of this page has intentionally been left blank.]

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 16 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

TOGETHER WITH all buildings, structures, and other improvements, all fixtures, presently existing, or hereinafter erected or attached,

TOGETHER WITH all appurtenances, easements, rights, rents and profits,

SUBJECT TO the recorded plat thereof and all the easements, reservations and restrictions of record.

EXHIBIT D

BOND PURCHASE AGREEMENT

(On file in the office of the City Clerk)

\$13,600,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(CLEMENT MANAGEMENT SERVICES, LLC PROJECT)
SERIES 2025

Dated as of October 1, 2025

BOND PURCHASE AGREEMENT

Honorable Mayor and City Council
City of St. Charles, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this "Agreement"), Clement Management Services, LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of St. Charles, Missouri (the "City"), the above-referenced bonds (the "Bonds"), to be issued by the City under and pursuant to Ordinance No. _____, adopted by the City Council on October 7, 2025 (the "Ordinance") and a Trust Indenture dated as of October 1, 2025 (the "Indenture"), by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and the laws of the State of Missouri, and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Lease Agreement dated as of October 1, 2025 (the "Lease") by and between the City and the Purchaser, the Performance Agreement dated as of October 1, 2025 (the "Performance Agreement") by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of acquiring, constructing and improving the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds, the Ordinance, the Lease, the Indenture, the Performance Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$13,600,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean October __, 2025, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs paid by the Purchaser from its own funds on or before the Closing Date, and, at the Purchaser's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall mature, accrue interest and be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$13,600,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Lease, the Performance Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Lease or the Performance Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
ATTN: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
ATTN: Holly Magdziarz, Esq.
E-mail: holly.magdziarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
ATTN: Larry Dobrosky
E-mail: lawrence.dobrosky@stcharlescitymo.gov

and:

Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
ATTN: Mark D. Grimm, Esq.
Email: mgrimm@gilmorebell.com
(314) 444-4118

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department
Email: kristina.tibbits@umb.com
(314) 612-8488

(c) To the Purchaser:

Clement Management Services, LLC
190 Spring Drive
St. Charles, Missouri 63303
ATTN: Lee Swartz
E-mail: lee.swartz@clementautogroup.com
(636) 290-4392

(d) To the Lender:

Midwest Regional Bank
363 Festus Centre Drive
P.O. Box 1269
Festus, Missouri 63028
ATTN: _____
E-mail: _____
() - _____

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all of the Bonds, to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Lease and the Performance Agreement, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project, and the Bonds may be pledged, without approval of the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

CLEMENT MANAGEMENT SERVICES, LLC

By: _____

Name: Penuel Raj Clement

Title: Manager

DATE OF EXECUTION: October __, 2025

Accepted and Agreed to this _____ day of October, 2025.

CITY OF ST. CHARLES, MISSOURI

[SEAL]

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

Kimberly Hudson, City Clerk

EXHIBIT E

PERFORMANCE AGREEMENT

(On file in the office of the City Clerk)

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of October 1, 2025, as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), and **CLEMENT MANAGEMENT SERVICES, LLC**, a Missouri limited liability company (the “Company”).

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. _____ (the “Ordinance”) on October 7, 2025, approving a Plan for an Industrial Development Project relating to the construction of an approximately 63,650 square foot automobile service center (the “Project Improvements”) on approximately 3.45 acres of land located at 3707 Veterans Memorial Parkway in the City (the “Project Site,” as more fully described on **Exhibit A**, attached hereto and incorporated herein by reference).

3. Pursuant to the Act and the Ordinance, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (Clement Management Services, LLC Project), Series 2025, in the maximum principal amount of \$13,600,000 (the “Bonds”), for the purpose of acquiring the Project Site and constructing the Project Improvements (together, as they may at any time exist, the “Project”) and (2) enter into a Lease Agreement dated as of October 1, 2025 with the Company (the “Lease”), pursuant to which the City, as lessor, will, or will cause the Company to, acquire, construct and install the Project and will lease the Project to the Company, as lessee, for rent sufficient to pay the principal of and interest on the Bonds.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to cause the purchase, construction and improvement of the Project, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“Abatement Initiation Date” means January 1 of the calendar year immediately following the calendar year in which the Project Improvements are completed, unless the Company notifies the City in writing by July 1 of the year in which the Project Improvements are completed that the Abatement Initiation Date should be January 1 of such year. The Project Improvements are expected to be completed in the first quarter of 2026, so the Abatement Initiation Date is expected to be January 1, 2026.

“Ambulance District” means the St. Charles County Ambulance District.

“Assessor” means the Assessor of St. Charles County, Missouri.

“Collector” means (a) the Collector of Revenue of St. Charles County, Missouri, or (b) if the Collector of Revenue of St. Charles County, Missouri, will not perform the responsibilities of the Collector hereunder, the City.

“Cumulative Property Tax Abatement Value” means as of and for any year determined and calculated, the cumulative amount of property tax abatement received for the Project.

“Event of Default” means any Event of Default as provided in **Section 6.1**.

“Excess Abatement PILOT” means an additional PILOT Payment paid pursuant to **Section 3.8** in the amount of the difference between the Cumulative Property Tax Abatement Value and the Maximum Cumulative Property Tax Abatement Value.

“Fire District” means Central County Fire & Rescue or any successor thereto.

“Indenture” means the Trust Indenture dated as of October 1, 2025 between the City and the Trustee, as may be amended or supplemented from time to time.

“Maximum Cumulative Property Tax Abatement Value” means \$250,000.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III**.

“Project Costs” means all costs of purchasing, constructing and improving the Project.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, or any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under the Indenture.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds (to be purchased by the Company) under the Act for the purpose of paying a portion of the Project Costs. In connection with the issuance of the Bonds, the City will acquire fee title to the Project.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption.

(a) So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes on real property. The Bond transaction is intended to facilitate 10 years of real property tax abatement, beginning in the year in which the Abatement Initiation Date occurs.

(b) Notwithstanding any provision of this Agreement to the contrary, the value of the real property tax abatement to the Company shall not exceed the Maximum Cumulative Property Tax Abatement Value. The Cumulative Property Tax Abatement Value will be measured annually pursuant to **Section 3.8**, and the tax abatement contemplated by this **Section 3.1** will terminate after the Cumulative Property Tax Abatement Value equals or exceeds the Maximum Cumulative Property Tax Abatement Value.

Section 3.2. Payments in Lieu of Taxes.

(a) The Company covenants and agrees that, during each year the Project is exempt from ad valorem real property taxes by reason of the City's ownership thereof, the Company will make PILOT Payments in the specified amounts and at the times set forth in this **Article III**.

(b) The parties expect the Assessor to annually determine an assessed valuation with respect to the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri as if title to the Project were in the name of the Company and not the City. To facilitate the assessment, the Company agrees to provide to the Assessor such information as the Assessor may reasonably require to complete the assessment of the Project.

(c) Upon receipt from the Assessor, the City will forward the assessed valuation to the Company. If the Company has not received such notice by July 1, the Company shall (1) request the most recent assessed valuation of the Project directly from the Assessor and (2) upon receipt from the Assessor, provide a copy thereof to the City.

(d) On or about the same date on which taxpayers are notified of taxes due under Missouri law, the Collector shall notify the Company of the amount of PILOT Payments due hereunder. If the Company has not received such notice by December 1, the Company shall (1) request the amount of PILOT Payments due hereunder directly from the Collector and (2) upon receipt from the Collector, provide a copy thereof to the City. The amount of PILOT Payments due hereunder shall be calculated as follows:

(1) In each year before the Abatement Initiation Date occurs (expected to be 2025), the Company will make a PILOT Payment equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Fire District and the Ambulance District, with respect to the Project, but for the City's ownership thereof; and

(2) In the year in which the Abatement Initiation Date occurs and in each of the 9 years thereafter (expected to be 2026 through 2035, inclusive), the Company will make a PILOT Payment equal to 50% of the real property taxes, including the commercial surcharge taxes, that would be due to all of the affected taxing jurisdictions, excluding the Fire District and the Ambulance District, but not to exceed an aggregate value of \$250,000 over a 10-year period.

(e) Notwithstanding the foregoing, if the Company fails to reach the following sales tax benchmarks, the Company must pay to the City, by July 1 of the next calendar year, an “Additional PILOT Payment” equal to 100% of the property taxes abated in the prior calendar year:

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 2,000,000	\$2,831,000	\$3,470,000	\$3,575,000	\$3,700,000
Year 6	Year 7	Year 8	Year 9	Year 10
\$3,811,000	\$3,944,000	\$4,062,000	\$4,205,000	\$4,431,000

Furthermore, if the Company sells any portion of the Project during the 10-year term of the property tax abatement, the Company must pay to the City, within 30 days after such sale, an Additional PILOT Payment equal to 100% of the property taxes abated in all prior years, less any Additional PILOT Payment paid to the City pursuant to the first paragraph of this subsection.

(f) Notwithstanding any provision of this Agreement to the contrary, if the Company is advised by an emergency services provider (other than the Fire District or the Ambulance District), the City, the Collector or the Assessor that an additional PILOT Payment is required to comply with Section 100.050.4 of the Act, the Company shall remit the appropriate amount to or for the benefit of the applicable emergency services provider, as the Company may be directed in writing; provided, the Company may challenge such payment if the Company reasonably believes that such payment is not due under the Act.

(g) The Company covenants and agrees to make all PILOT Payments due hereunder to the Collector on or before December 31 of each year during the term of this Agreement. The Company’s failure to receive notice under subsection (c) or (d) of this Section does not relieve the Company of its obligation to make the applicable PILOT Payment by December 31 as provided herein.

(h) Within 30 days after receipt of each PILOT Payment and Additional PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof, distribute each such PILOT Payment and Additional PILOT Payment to the taxing jurisdictions affected by the Project in proportion to their respective, then-current tax levies.

(i) No later than the earlier of (i) January 1 of the year following the year in which the Maximum Cumulative Property Tax Abatement Value is exceeded or (ii) December 31 of the 9th year following the year in which the Abatement Initiation Date occurs, the Company shall purchase the Project pursuant to **Section 11.4** of the Lease. If title to the Project has not been transferred by the City to the Company before such date, then on or before December 31 of such year, and each year thereafter until title to the Project is transferred to the Company, the Company shall pay to the Collector a PILOT Payment equal to 100% of the ad valorem real property taxes that would otherwise be payable on the Project, but for the City’s ownership thereof.

Section 3.3. Other Property Taxes in Connection with the Project. The property tax exemption provided by the City’s ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. The Company shall be responsible for any taxes related to any interest in the Project that the Company owns in its own name or is granted to the Company other than pursuant to the Lease.

Section 3.4. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemption described in this Agreement shall not eliminate any special assessments, licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project, including but not limited to any levee assessments or taxes. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees, including but not limited to any levee assessments or taxes, that would otherwise be due with respect to the Project if the Project were not owned by the City.

Section 3.5. PILOT Payment if Company Purchases the Project.

(a) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease before the Collector notifies the Company of the annual PILOT Payment due under this Agreement, the Company shall pay to the Collector an amount equal to 100% of the ad valorem real property taxes that would have been payable to the Fire District and Ambulance District, but for the City's ownership of the Project, for the preceding calendar year (the "Escrowed Amount"). Once the Collector notifies the Company of the PILOT Payment due under **Section 3.2** for the calendar year in which the Company purchases the Project, the Collector will use the Escrowed Amount to pay such PILOT Payment (to be distributed as provided in **Section 3.2(g)**) and refund the remaining amount, if any, to the Company.

(b) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease after receiving notification of the PILOT Payment due under this Agreement for the calendar year in which the Company purchases the Project, the Company shall pay that amount to the Collector (to be distributed as provided in **Section 3.2(g)**), prior to closing on the purchase of the Project.

(c) The parties agree that the PILOT Payment made pursuant to (a) or (b) above shall be in lieu of the actual ad valorem real property taxes that would otherwise be payable on the Project in the year the Company exercises its option to purchase the Project.

Section 3.6. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest in the name of the Company and/or the City, as appropriate, any property tax valuation, assessment or classification of the Project on behalf of or in the name of the City following written notice to the City from the Company, but solely at the Company's expense. The City agrees to join the Company in any administrative or judicial proceedings related to the property tax valuation, assessment or classification of the Project, but solely at the Company's expense.

Section 3.7. Personal Property. The Company may acquire personal property on its own accord, and such personal property shall not be financed with the proceeds of the Bonds, shall not be subject to the terms of this Agreement and shall be subject to ad valorem taxes.

Section 3.8. Cumulative Property Tax Abatement Value.

(a) No later than March 1 of each year, beginning on March 1, 2026, the Company shall submit to the City a detailed written calculation of the Cumulative Property Tax Abatement Value as of December 31 of the prior calendar year. The City shall review the Company's calculation of the Cumulative Property Tax Abatement Value and, within 60 days of the City's receipt of the calculation, provide written confirmation of the calculation or objection to the calculation. Any objection to the calculation shall be accompanied by a description of the basis for the objection, and the Company shall then have 30 days to submit a corrected calculation. If the City fails to confirm or object to any calculation within 60 days from the City's receipt of such calculation, the City will be deemed to have confirmed the calculation.

(b) Notwithstanding any provision of this Agreement to the contrary, if, at any time, the calculation of the Cumulative Property Tax Abatement Value (as confirmed or deemed confirmed by the City) equals or exceeds the Maximum Cumulative Property Tax Abatement Value, then no further tax abatement for the Project will be permitted by this Agreement after December 31 of the year in which the Maximum Cumulative Property Tax Abatement Value is met or exceeded. If the Maximum Cumulative Property Tax Abatement Value is exceeded, then the information submitted by the Company to the City pursuant to subsection (a) shall include a calculation of the Excess Abatement PILOT due. The City shall review such calculation in the same manner and at the same times as described in subsection (a). Upon the City's confirmation or deemed confirmation of the Excess Abatement PILOT, the Company shall (1) pay the Excess Abatement PILOT to the Collector within 60 days and (2) purchase the Project pursuant to **Section 11.4** of the Lease. Within 30 days after receipt of the Excess Abatement PILOT, the Collector will, after deducting its customary fee for collection thereof, and, if applicable, any other deductions generally provided by law as if the Excess Abatement PILOT were a "property tax collection," divide the Excess Abatement PILOT among all taxing jurisdictions except the Fire District and Ambulance District in proportion to their respective, then-current ad valorem tax levies.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY AND THE CITY

Section 4.1. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and its duly authorized agents may, at reasonable times during business hours (but without interference or prejudice to the Company's operations) and, except in the event of emergencies, upon not less than two business days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site to examine and inspect the Project and the records of the Company that demonstrate compliance with this Agreement.

Section 4.2. Representations and Warranties.

(a) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(3) The execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary action and do not violate the articles of organization of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the Company's knowledge, threatened or affecting the Company that would impair its ability to enter into or perform its obligations under this Agreement.

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase, construct and operate the Project.

(6) To the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

(7) The Project will be purchased, constructed and operated by the Company in a manner that is substantially consistent with the description of the Project herein and in the Lease.

(b) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the City's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 4.3. Survival of Covenants. All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.

Section 4.4. Indemnification of City. The Company shall indemnify and defend the City to ensure that the City is held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the City's ownership of the Project, from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** or **Section 10.9** of the Lease to the extent and subject to the limitations provided therein. Notwithstanding the foregoing, the indemnification contained in this Section shall not extend to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the City.

Section 4.5. Costs of Issuance of the Bonds; Payment to City. The Company agrees to pay or provide for the payment of, on the issuance date of the Bonds, all costs of issuance incurred in connection therewith. The Company shall further pay all legal fees incurred by the City in connection with the transfer of fee title to the Project. If this Agreement is terminated before the payment in full of the Bonds or the expiration of the term of the Lease or the rights and interests of the Company under this Agreement are assigned pursuant to **Article V**, the Company shall pay any costs of the City in connection therewith, including the City's legal fees and bond counsel fees.

Section 4.6. Sales Tax Exemptions. The City will provide a project exemption certificate to the Company, its contractors and subcontractors to purchase and pay for, exempt from sales tax, certain construction materials to be incorporated into or used up in the Project, pursuant to a Missouri Department of Revenue Project Exemption Certificate, Form 5060. The Company agrees to make, and to cause its contractors and subcontractors to make, such purchases in compliance with the provisions of Section 144.062 of the Revised Statutes of Missouri. Such construction materials may only include tangible personal property and materials that can only be used for the Project and that are actually used up or consumed in constructing the Project. Except as provided in the prior sentences, the acquisition and construction of the Project shall not be exempt from any sales taxes imposed by any governmental authority by virtue of the City's interest in the Project, and neither the City nor the Company will request any such exemption. Nothing herein shall limit the Company's right to any exemption of sales taxes not resulting from the City's interest in the Project.

ARTICLE V

SALE AND ASSIGNMENT

Section 5.1. Sale and Assignment. The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in **Section 13.1** of the Lease.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payment or Additional PILOT Payment required to be paid hereunder within 30 days after written notice and demand is given by the City to the Company;

(b) the Company fails to perform any of its material obligations hereunder or under the Lease for a period of 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying such failure, or if such matter is not subject to cure within such 60 days after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice is given and fails to pursue such action diligently; or

(c) any representation of the Company contained herein or in the Lease proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 60 days after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice is given and fails to pursue such action diligently.

Section 6.2. Remedies on Default. Any Event of Default referred to in **Section 6.1** shall also constitute an Event of Default under the Lease, affording the City the remedies specified therein.

Section 6.3. Interest on Late Payments. Any amounts due hereunder that are not paid when due shall bear interest at the interest rate of 18% per annum from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdiction that would benefit from the PILOT Payments or Additional PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In any judicial or non-judicial proceeding to enforce any right or remedy of the Trustee under the Indenture or the City hereunder, there shall be allowed and included in the judgment or decree all expenditures and expenses (including without limitation, attorneys' fees and costs and the cost of obtaining title reports, title insurance, environmental reports, appraisal reports, insurance, past due taxes and assessments with respect to the Project) that may be paid or incurred in connection with the exercise by the Trustee or the City of such party's rights and remedies provided or referred to in this Agreement, the Indenture or the Lease, together with interest thereon at the statutory rate of interest, and the same shall be Additional Rent as defined in **Section 5.2** of the Lease.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

- (a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;
- (b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement; or
- (c) the expiration of the term of the Lease set forth in **Section 3.2** of the Lease.

Section 7.2. Payments in Last Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment owing during the year in which this Agreement terminates, to the extent the Company receives the ad valorem tax exemption contemplated for that year.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable provision will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid taxes in an amount at least equal to the PILOT Payments and Additional PILOT Payments due under this Agreement.

Section 8.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.7. Entire Agreement. This Agreement, together with the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof. This Agreement shall not be modified except by written agreement signed on behalf of the City and the Company by their duly authorized representatives.

Section 8.8. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to

annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavit, in substantially the form of **Exhibit B**, and documentation to the Director of Administration or his designee on or before November 15 of each year during the term of this Agreement, beginning November 15, 2025.

Section 8.10. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

[SEAL]

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

Kimberly Hudson, City Clerk

CLEMENT MANAGEMENT SERVICES, LLC

By: _____
Name: Penuel Raj Clement
Title: Manager

EXHIBIT A

PROJECT SITE

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 16 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

TOGETHER WITH all buildings, structures, and other improvements, all fixtures, presently existing, or hereinafter erected or attached,

TOGETHER WITH all appurtenances, easements, rights, rents and profits,

SUBJECT TO the recorded plat thereof and all the easements, reservations and restrictions of record.

EXHIBIT B

COMPANY'S AFFIDAVIT

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Clement Management Services, LLC, a Missouri limited liability company (the "*Company*"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

CLEMENT MANAGEMENT SERVICES, LLC

By: _____
Name: Penuel Raj Clement
Title: Manager

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

EXHIBIT F

SPECIAL WARRANTY DEED

(On file in the office of the City Clerk)

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: SPECIAL WARRANTY DEED

DATE OF DOCUMENT: [*Transfer Date*]

GRANTOR: CLEMENT MANAGEMENT SERVICES, LLC

GRANTOR'S MAILING ADDRESS: 190 Spring Drive
St. Charles, Missouri 63303

GRANTEE: CITY OF ST. CHARLES, MISSOURI

GRANTEE'S MAILING ADDRESS: 200 North Second Street
St. Charles, Missouri 63301

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

LEGAL DESCRIPTION: See **Exhibit A**

REFERENCE BOOK & PAGE: Instrument No. _____ [Memorandum of
Lease Agreement]

EXHIBIT F

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made October ____, 2025, by and between

CLEMENT MANAGEMENT SERVICES, LLC,

A Missouri limited liability company

190 Spring Drive

St. Charles, Missouri 63303

(the “**Grantor**”), and

CITY OF ST. CHARLES, MISSOURI

200 North Second Street

St. Charles, Missouri 63301

(the “**Grantee**”);

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A**, attached hereto and incorporated herein by reference, together with any improvements thereon;

SUBJECT TO (a) the terms and provisions of the Lease Agreement dated as of October 1, 2025, between the Grantee, as lessor, and the Grantor, as lessee, a memorandum thereof being recorded on October ____, 2025, as Instrument No. _____ in the Public Records of St. Charles County, Missouri, and the Trust Indenture and the Performance Agreement (both as defined therein); (b) easements, restrictions, reservations, and other agreements and matters of record, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys, if any.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; except as provided above; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, except as provided above.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

[Remainder of Page Intentionally Left Blank]

“GRANTOR”

CLEMENT MANAGEMENT SERVICES, LLC,
A Missouri limited liability company

By: _____
Name: Penuel Raj Clement
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF _____) SS.

On this _____ day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **PENUEL RAJ CLEMENT**, to me personally known, who, being by me duly sworn, did say that he is the _____ of **CLEMENT MANAGEMENT SERVICES, LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

“GRANTEE”

CITY OF ST. CHARLES, MISSOURI

[SEAL]

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

Kimberly Hudson, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES) SS.

On this _____ day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL J. BORGMEYER**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3, AND 4 OF 'ARCO BUSINESS PARK'" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 16 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

TOGETHER WITH all buildings, structures, and other improvements, all fixtures, presently existing, or hereinafter erected or attached,

TOGETHER WITH all appurtenances, easements, rights, rents and profits,

SUBJECT TO the recorded plat thereof and all the easements, reservations and restrictions of record.