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, October 7, 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
Pledge of Allegiance led by City of St. Charles Leader of Tomorrow Lainey Duncan, Discovery Elementary School

3. PRESENTATIONS/AWARDS/PROCLAMATIONS
   A. Milestone Award Presented to Suffragan Bishop Paul H. Evans Sr. of Grace Gospel Temple Church in Recognition of 50 Years of Pastoral Service
   B. Recognition of Preston Steinhoff for his Life Saving Efforts on September 18, 2025 *(referred by Mayor Daniel J. Borgmeyer)*

4. PUBLIC COMMENTS - 3 Minute Limit Per Person
The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes have elapsed. All persons who desire to provide Public Comment shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.

5. REPORT OF THE MAYOR

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

7. PUBLIC HEARING – 5 Minute Limit per Person
Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A buzzer or notification will sound when five minutes have elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.

   A. Case No. CU-2025-20. (Chatonyah Williams – Purr Luxe LLC) An application for a Conditional Use Permit per §400.220(C)(1)(a) for an Animal Service Establishment with Overnight Stays (feline-only boarding and grooming) within the "C-2" General Business District. The subject property is located at 1023 First Capitol Drive. The subject property is located in Ward 2. ***(RCA Attached)***

B. Case No. CU-2025-21. (Krunal Patel – The Taco Spot) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with an existing permitted Restaurant use within the "C-2" General Business District located at 1801 Zumbehl Road. The subject property is located in Ward 6. ***(RCA Attached)***

C. Case No. LL-2025-16 Approval of a Liquor License Application for Krunal Patel d/b/a Taco Spot located at 1801 Zumbehl Road. **(Ward 6*) (RCA Attached)***

D. Case No. LL-2025-15 Approval of a Liquor License Application for Mosam Patel d/b/a Hampton Inn St. Charles located at 3720 W. Clay. **(Ward 6*) (RCA Attached)***

E. Case No. Z-2025-09. (Raymond E. Hummel, Jr.) An application to rezone a 15,960 square feet (more or less) tract of land, located at 800 First Capitol Drive, from "C-2/EHP" General Business District within the Extended Historic Preservation District to "CBD/EHP" Central Business District within the Extended Historic Preservation District, for the purpose of allowing a single-family dwelling unit. The subject property is located in Ward 2. ***Application WITHDRAWN by the Applicant. No Council Action Required. (RCA Attached)***

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports
   1. Street Committee Minutes of August 19, 2025
   2. Public Hearing Minutes of September 2, 2025
   3. Council Work Session Minutes of September 9, 2025
   4. Street Committee Minutes of September 16, 2025
   5. Council Work Session Minutes of September 16, 2025
   6. Regular City Council Meeting Minutes of September 16, 2025
   7. Public Hearing Minutes of September 16, 2025

B. Receipt of Reports from Boards, Commissions and Committees
   1. Planning and Zoning Commission Meeting of July 14, 2025
   2. Planning and Zoning Commission Meeting of August 11, 2025
   3. Frenchtown Special Business District Advisory Board Meeting of August 14, 2025
   4. Landmarks Board Meeting of August 18, 2025

C. Receipt of Director of Administration Reports
   1. Notice of Emergency Purchase – Electric Controls Company

D. Approval of Contracts and Easements
   1. Supplemental Agreement No.2 with Crawford, Murphy, & Tilly, Inc. for a Time Extension to Satisfy Federal Requirements for Reimbursements for a Total Contract Amount Not to Exceed $986,983.56 *(Engineering Department)*
   2. Contract Amendment No.1 with Mississippi Lime Company for $250,000 for the Purchase of Additional Lime for the Water Treatment Plant for a Total Contract Amount Not to Exceed $900,000.00
   3. Contract with Kerber Eck & Braeckel LLP to Provide Independent Audit Services for Fiscal Years 2025, 2026 and 2027 in an Amount Not to Exceed $226,025.00

E. Preliminary Plats

F. Miscellaneous
1. Report of the Court Administrator of Monies Collected and Deposited - August, 2025
2. Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the St. Charles Riverfront Community Improvement District

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

BILL 14011 (*TO BE WITHDRAWN)*

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)*

12. BILLS FOR INTRODUCTION

BILL 14012

AN ORDINANCE AMENDING SECTIONS 640.001 AND 640.160 OF THE CODE OF ORDINANCES PERTAINING TO ITINERANT MERCHANTS AND PROMOTERS AND, SPECIFICALLY, TO ADD CERTAIN PROMOTER REQUIREMENTS AND TO MAKE CERTAIN TEXTUAL CHANGES TO THE PENALTY PROVISION RELATING TO VIOLATIONS OF CHAPTER 640 OF THE CODE OF ORDINANCES *(SPONSOR: MARK HOLLANDER)*

BILL 14013

AN ORDINANCE AUTHORIZING A STATE TRANSIT ASSISTANCE GRANT AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ST. CHARLES, MISSOURI, FOR RECEIPT OF STATE TRANSPORTATION FUNDS IN THE AMOUNT OF $36,871.21 DURING THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026 *(SPONSOR: MICHAEL GALBA)*

BILL 14014

AN ORDINANCE AUTHORIZING AGREEMENTS BY AND BETWEEN ST. CHARLES COUNTY, MISSOURI, AND THE CITY OF ST. CHARLES; SPECIFICALLY, AN AGREEMENT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR FINANCING A PORTION OF THE CONSTRUCTION OF NORTH MAIN STREET WITHIN THE CITY CENTRE COMPLEX DEVELOPMENT, AN AGREEMENT FOR THE TRANSFER OF CITY HALL TO THE COUNTY, AND A FIRST AMENDMENT TO THE AGREEMENT FOR USE OF COUNTY TRANSPORTATION SALES TAX FUNDS FOR CONSTRUCTION OF NEW ROADWAYS WITHIN THE RIVERPOINTE

DEVELOPMENT *(SPONSORS: MICHAEL GALBA, MARK HOLLANDER, BILL OTTO, MARY WEST, JUSTIN FOUST, BRIAN GOULD, BART HABERSTROH, AND STEVE HOLLANDER)*

BILL 14015
AN ORDINANCE AUTHORIZING AN ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES CAPITAL AND OPERATING ASSISTANCE GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO RECEIVE SECTION 5310 FEDERAL FUNDS IN AN AMOUNT NOT TO EXCEED EIGHTY PERCENT (80%) OF THE COSTS TO ACQUIRE THREE ACCESSIBLE REAR ENTRY MINIVANS *(SPONSOR: MICHAEL GALBA)*

BILL 14016
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: Friday, October 3, 2025 – 3:30 p.m.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 2 **Sponsor(s):** N/A

Description:
Case No. CU-2025-20. (Chatonyah Williams – Purr Luxe LLC) An application for a Conditional Use Permit per §400.220(C)(1)(a) for an Animal Service Establishment with Overnight Stays (feline-only boarding and grooming) within the "C-2" General Business District. The subject property is located at 1023 First Capitol Drive. The subject property is located in Ward 2.

Contract Extension/Renewal:	**Yes** ☐	**No** ☒
Information Paper Attached:	**Yes** ☐	**No** ☒

Staff Recommendation:	**Approve** ☒	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☒	**Disapprove** ☐

Summary:
This request is for overnight boarding/kennel associated with a permitted Feline Boarding & Grooming, Purr Luxe, at 1023 First Capitol Drive. While the Animal Service Establishment use is permitted by right at this location, Overnight Stays associated with this establishment's use is a conditional use. Based on the submitted business plan, the proposed feline-only use would be completely indoor (no outdoor areas or pens). Business hours are seven (7) days a week and, generally, 10:00 AM to 4:00 PM. Boarding drop-off and pick-up are by appointment only during their regular hours; however, emergency care and after-hours options are also available.

The Planning and Zoning Commission considered this item at their September 15, 2025 meeting where a representative of the applicant was present and there were no public speakers. The Commission forwarded a recommendation for approval to the City Council (7 in favor, 0 opposed) subject to the attached conditions.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA prepared by: LAB Dept. Dir. AR Finance Dir. N/A Dir. of Admin. L

Purr Luxe

1. The Conditional Use Permit is for a Feline-Only Animal Service Establishment with Overnight Stays for the property located at 1023 First Capitol Drive, is issued to Purr Luxe and shall not be transferable to another location and/or tenant/business without additional City review and approval.
2. Any change to the submitted proposal, including but not limited to any additional animal species (e.g., dogs), outdoor use, additional services, etc., may require additional approvals from the City.
3. Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.

Community Development

AGENDA ITEMS #4

STAFF REPORT

CONDITIONAL USE NO. CU-2025-20
ANIMAL SERVICE ESTABLISHMENT
WITH OVERNIGHT STAYS

1023 FIRST CAPITOL DRIVE

SEPTEMBER 15, 2025
BY LARA BERRY

APPLICANT:	Chatonyah Williams 900 Stafford Place Drive St. Charles, Missouri 63304
OWNER:	Tom Centorbi 4632 Francis Street Wentzville, Missouri 63385
ADDRESS/LOCATION:	1023 First Capitol Drive Ward 2
LOT SIZE:	Approximately 7,600 square feet
CURRENT ZONING:	C-2 General Business District
PROPOSED USE:	Animal Service Establishment with Overnight Stays (Feline-only boarding & grooming)

***SUMMARY*/ANALYSIS**

The applicant is requesting approval of a conditional use permit for overnight boarding/kennel associated with a permitted Feline Day Boarding & Grooming, Purr Luxe, at 1023 First Capitol Drive. In May 2021, the City Council approved Ordinance 21-077 which would permit an Animal Service Establishment as a permitted use (no conditional use required); however, if overnight stays of the animals is requested, a Conditional Use would be required. As indicated above, the applicant is requesting overnight stays associated with a Feline Day Boarding & Grooming business. The applicant has submitted a business plan which outlines the use and the services provided at the above location. Based on the submitted information, the proposed use would be completely indoor and not have any outdoor areas or pens. Business hours are seven (7) days a week and, generally, 10:00 AM to 4:00 PM. Boarding drop-off and pick-up are by appointment only during their regular hours; however, emergency care and after-hours options are also available.

Per the City Zoning Ordinance, Animal Service Establishments shall be "maintained within a completely enclosed, soundproof building" and "be operated in such a way as to produce no objectionable noise or odors outside its walls". This is a specific requirement of the land use

regardless of the overnight kenneling.

This area has a mix of land uses, with properties fronting along First Capitol Drive being commercial in nature. Residences are within the area to the south of the subject property on Jackson Street. While the City Code requires any sound or odors to be mitigated, staff does not anticipate this business will produce objectionable noise given that it is a feline-only establishment. Staff believes the spirit and intent of this requirement was primarily to address dog boarding, where barking can generate significant noise impacts. Therefore, staff does not find it reasonable to require additional soundproofing in this case, provided the use remains feline-only. With this condition, the proposal should operate in a manner consistent with surrounding land uses and, if conditioned appropriately, be compatible with the neighborhood.

Associated with this property is an off-street parking lot at the rear of the building with additional egress at the alley. The required parking for an animal service establishment is one (1) space for every 400 square feet of floor area; four (4) spaces minimum. According to the County Assessor database, the base area of this building is 2,634 square feet. Based upon this area, the required off-street parking is seven (7) spaces. While on staff's visit to the property, the parking lot was freshly resurfaced and no striping had been done, staff is confident the existing parking lot can accommodate the required number of spaces. However, staff will verify compliance upon completion of striping and/or occupancy inspection.

Figure 1: Rear parking lot of the subject property.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located between Activity Centers #3 (Lindenwood University) and #6 (Historic Downtown). The proposed use at this location fits with the commercial/retail nature of the area.

Consistency with Conditional Use standards

Section 400.980 and Section 400.480(E)(4) of the City Code outlines standards of review for the conditional use application. The standards are as follows:

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located on First Capitol Drive, in between Activity Centers #3 and #6. This intensity pattern is consistent with the goals of the Comprehensive Plan and activities in the area.

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

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

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

Staff believes a feline-only boarding and grooming establishment, if conditioned appropriately, can be compatible within its residential and commercial surroundings and should not produce negative effects on neighboring properties or the neighborhood. Staff believes this use can operate in a manner that is consistent with the area, as conditioned.

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

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

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

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

Furthermore, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to location and site plan in the recommendations. The proposed use of a feline-only animal service establishment with overnight stays complies with the above standards.

STAFF RECOMMENDATION

This conditional use can operate in conformance with City requirements, is compatible with surrounding land uses and complies with the Comprehensive Plan of the City of St. Charles. Staff recommends approval of the proposed conditional use for a Feline-Only Animal Service Establishment with Overnight Stays, with the following conditions:

1. The Conditional Use Permit is for a Feline-Only Animal Service Establishment with Overnight Stays for the property located at 1023 First Capitol Drive, is issued to Purr Luxe and shall not be transferable to another location and/or tenant/business without additional City review and approval.
2. Any change to the submitted proposal, including but not limited to any additional animal species (e.g., dogs), outdoor use, additional services, etc., may require additional approvals from the City.
3. Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.

Recommended Motion:

Motion to forward application CU-2025-20 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

Figure 2: Aerial Photo of Subject Property

Figure 3: Street View of Subject Property

PURR LUXE
LUXURY FELINE HOTEL

Purr Luxe, LLC – Business Plan

Tonya Williams, Owner [redacted]
www.staypurrluxe.com
[redacted]

Table of Contents

1. Executive Summary
2. Company Description
3. Market Analysis
4. Services and Operations
5. Marketing Strategy
6. Financial Plan

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1. Executive Summary

Overview
Purr Luxe, LLC is a luxury boarding facility exclusively for cats, designed to provide a calm, dog-free retreat for feline guests. Our mission is to offer high-end care in a peaceful, suite-based environment that reflects the same love and comfort cats receive at home. Located in St. Charles, Missouri, we are the first and only feline-exclusive luxury boarding business in the area.

Mission Statement
To redefine cat boarding by offering a tranquil, upscale experience where cats receive individualized attention in private suites, supported by highly trained and compassionate staff.

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2. Company Description

Ownership/Legal Entity
Purr Luxe, LLC is a limited liability company founded and operated by Tonya Williams, a long-time animal welfare advocate with extensive experience in feline care, rescue, and behavior.

Location
Purr Luxe hopes to operate at **1023 First Capitol Drive, 63301**. The facility is strategically located in the Saint Charles area, easily accessible to pet parents from surrounding communities. The location was chosen for its peaceful setting and its proximity to a population of cat owners who prioritize premium care.

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3. Market Analysis

Industry Overview
The U.S. pet industry reached **$147 billion in 2023**, with boarding and grooming services representing a rapidly growing segment as pet owners increasingly seek specialized, high-quality care.

Cats now account for approximately **45% of all household pets** in the United States, yet their needs remain significantly underserved in the boarding and grooming space. The majority of facilities are designed with dogs in mind—often loud, chaotic, and filled with unfamiliar smells and sounds that create a stressful environment for felines.

Very few facilities are equipped to provide the calm, cat-centric atmosphere that feline guests require. As cat ownership continues to grow and pet parents demand better options, the need for feline-exclusive care is more evident than ever.

Local Market Gap
There are currently no feline-exclusive luxury boarding facilities in St. Charles or the surrounding counties. Existing kennels typically accommodate both dogs and cats, often housing felines in small, closet-sized rooms with minimal space, stimulation, or privacy. These environments are frequently loud, cage-based, and lack the calm, enriched setting cats require to feel safe and secure.

Purr Luxe is uniquely positioned to fill this void by offering a dedicated, cat-only retreat designed to meet the specific behavioral and emotional needs of feline guests—providing a stress-free alternative to traditional kennels with plush accommodations, enrichment, and individualized care.

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- Spacious luxury suite-style accommodations, many with windows for natural "cat tv"
- A calm, dog-free facility, ideal for sensitive feline guests
- Highly personalized care and optional enrichment services
- Feline exclusive grooming services

Target Demographics

- Middle to high-income households with one or more cats
- Cat owners aged 30–65 who travel for business or leisure
- Residents in the St. Charles, Chesterfield, West County, and surrounding areas
- Families undergoing home renovations, medical procedures, or real estate transitions
- Individuals seeking specialized care for cats with medical or behavioral needs

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4. Services and Operations

Core Services

- Luxury boarding suites: Private, multi-level rooms with cozy bedding, climbing features, and ambient lighting (some suites will have window views)
- Enrichment Add-ons: Playtime, cuddle sessions, brushing, treats, and wellness checks

- Feline exclusive grooming
- Special Needs Boarding: For cats needing timed medication or extra monitoring
- Day Boarding: For short-term care during home disruptions or open houses

Facility Features

- 100% dog-free, quiet environment
- Continuous air purification and calming music
- Luxury vinyl flooring for cleanliness and comfort
- Daily suite cleaning, litter service, and personalized attention
- Staff trained in feline behavior, wellness, and handling

Hours of Operation

Boarding drop-off and pick-up by appointment only, between 10 AM and 4 PM, Monday through Saturday, 10 AM- 2 PM on Sundays. Emergency care and after-hours options are available for an additional fee.

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5. Marketing Strategy

Brand Positioning

Purr Luxe offers a refined alternative to traditional pet boarding, designed exclusively for cat owners who consider their feline companions part of the family. Our boutique facility reimagines what boarding should be—providing a peaceful, home-like environment where cats feel safe, relaxed, and truly cared for.

Unlike conventional kennels, Purr Luxe is intentionally cat-only and dog-free, eliminating stressors and allowing our guests to unwind in a calm setting. Our experienced staff treat each

cat as their own, offering attentive, individualized care that reflects our deep love and respect for all things feline.

In addition to luxury boarding, Purr Luxe will offer grooming services tailored exclusively for cats. Our low-stress approach is designed with the feline temperament in mind—quiet, gentle, and never rushed. Whether your cat needs a simple nail trim, a sanitary groom, or a full spa-style treatment, our experienced team will provide compassionate, skilled care in a calm, cat-only environment.

Because we specialize in felines, we understand how to work with even the shy, senior, or special-needs cat—ensuring a grooming experience that is as comfortable and stress-free as possible.

Promotion Channels

- Social Media (Instagram & Facebook): Behind-the-scenes tours, guest highlights, client testimonials
- Community Engagement: Partnership with local vets, realtors, rescues, and groomers
- SEO-optimized website with booking capabilities and virtual suite tours
- Targeted Google and Meta ads focused on nearby zip codes
- Referral program and loyalty discounts

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6. Financial Plan

[redacted]

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 10/7/2025

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☒ NO ☐

Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 6 **Sponsor(s):** N/A

Description:

Case No. CU-2025-21. (Krunal Patel – The Taco Spot) An application for Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with an existing permitted Restaurant use within the "C-2" General Business District located at 1801 Zumbehl Road. The subject property is located in Ward 6.

Contract Extension/Renewal:	**Yes** ☐	**No** ☒
Information Paper Attached:	**Yes** ☐	**No** ☒

Staff Recommendation:	**Approve** ☒	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☒	**Disapprove** ☐

Summary:

This request is for a liquor sales specifically associated with a permitted existing restaurant use at 1801 Zumbehl Road. The existing business, The Taco Spot restaurant has been operating in this approximately 2,500 square-foot space (with an outdoor patio) since May of this year. The Mexican-style restaurant serves breakfast, lunch and dinner seven days a week, generally from 9:00 AM to 10:00 PM., and would like to add alcoholic beverages to the menu. While the Restaurant use is permitted by right at this location, the Liquor Sales associated with the restaurant is a conditional use.

The Planning and Zoning Commission considered this item at their September 15, 2025 meeting where a representative of the applicant was present and there were no public speakers. The Commission forwarded a recommendation for approval to the City Council (7 in favor, 0 opposed) subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

The Taco Spot

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Krunal Patel) with The Taco Spot restaurant only for an approximately 2,500 square-foot interior tenant space and 800 square-foot outdoor patio located at 1801 Zumbehl Road and is not transferable to another location and/or tenant/business.
2. Any change to the submitted proposal, including but not limited to additional dining area, outdoor patio expansion, or live music, may require additional approvals from the City.
3. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
4. Liquor sales shall not occur independently of the primary business use and shall only be accessory to the operation of the restaurant use.
5. All exterior patio lighting shall be hooded, shielded, and/or directed downward and away from any adjacent residential zoning district.
6. Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.
7. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.

Community Development

AGENDA ITEM #5

STAFF REPORT
CONDITIONAL USE NO. CU-2025-21
LIQUOR SALES

1801 ZUMBEHL ROAD

SEPTEMBER 15, 2025
BY LARA BERRY

APPLICANT:	Krunal Patel 31 Towerbridge Place St. Charles, Missouri 63303
OWNER:	Mayur Patel Ganesha Plaza LLC 31 Towerbridge Place St. Charles, MO 63303
ADDRESS/LOCATION:	1801 Zumbehl Road Ward 6
ACREAGE/SIZE:	1.45 acres (Parcel Lot Size) 2,500 sq. ft. (Interior Tenant Space) 800 sq. ft. (Outdoor Patio Space)
CURRENT ZONING:	C-2 General Business District
PROPOSED USE:	Liquor sales associated with a permitted existing restaurant use

SUMMARY/ANALYSIS

This request is for a liquor sales specifically associated with a permitted existing restaurant use at 1801 Zumbehl Road. The subject property is located within a multi-tenant strip center within a C-2 General Business District, near the intersection of Zumbehl Road, Pundmann Parkway (formerly Hawks Nest Drive), and Graystone Drive. The existing business, The Taco Spot restaurant, is permitted by right at this location; however, liquor sales associated with the restaurant is a conditional use. The Conditional Use is specific to the liquor sales only and is not applicable to the other uses permitted by right.

The Taco Spot has been operating in this approximately 2,500 square-foot space since May of this year. According to the business plan submitted by the applicant (included with this report), this establishment is a "fast casual restaurant serving a variety of Mexican-style dishes." The restaurant serves breakfast, lunch and dinner Monday through Sunday, generally from 9:00 AM to 10:00 PM.

In addition to the interior space, the applicant has an 800 square-foot patio to the south of the building (Figure 1 on the next page). The patio has speakers that play the same background music

as inside the restaurant. There are also goose-neck light fixtures on the exterior wall to illuminate the patio area. Section 400.960(B) of the Zoning Code grants the Planning and Zoning Commission and the City Council the authority to "impose conditions or safeguards as are deemed necessary to protect the surrounding properties, such as, but not limited to, the following: limitations of size, method or times of operation of the facility and extent of time which such use may occupy the property." Since the subject property is directly adjacent to a multi-family residential property, staff recommends additional conditions to safeguard and minimize potential patio impacts on adjacent residential properties (Conditions #2, 5, and 6).

Figure 1: Outdoor Patio Area

Consistency with Chapter 600 (Alcoholic Beverages)

Section 600.280 of the City Code outlines limitations on granting a liquor license. Specifically subsection (C) states the following:

> *"No liquor license or restaurant liquor license shall be granted to any person for any premises if the property line of the premises sought to be licensed is less than three hundred (300) feet from the property line of any property used as a hospital, school or church, from the property line of any property in a residential zoning district, any residential land use in the "HCD" zoning district, or in the O-I zoning district, unless the applicant for the license shall first obtain the consent of the City Council. Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within three hundred (300) feet of the proposed licensed premises."*

The subject property is directly adjacent to a multi-family residential property, The Glen at Bogey Hills. Because of this adjacency, the notification provisions of Section 600.280(C) are applicable. However, since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing, this notification process constitutes compliance with the above-mentioned code section. Therefore, the

requirements of Chapter 600 related to notification of surrounding property owners are satisfied through the City's Conditional Use Permit process.

Consistency with Comprehensive Plan

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

Consistency with Conditional Use standards

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

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

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

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

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

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

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

Staff believes the restaurant with liquor sales, if conditioned appropriately, can be compatible within its residential and commercial surroundings and should not produce negative effects on neighboring properties or the neighborhood. Staff believes this use can operate in a manner that is consistent with the area, as conditioned.

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

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

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

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

As mentioned previously within this report, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to location in the recommendations. The proposed liquor sales associated with an existing restaurant use comply with the above standards.

STAFF RECOMMENDATION

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

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Krunal Patel) with The Taco Spot restaurant only for an approximately 2,500 square-foot interior tenant space and 800 square-foot outdoor patio located at 1801 Zumbehl Road and is not transferable to another location and/or tenant/business.
2. Any change to the submitted proposal, including but not limited to additional dining area, outdoor patio expansion, or live music, may require additional approvals from the City.
3. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.

4. Liquor sales shall not occur independently of the primary business use and shall only be accessory to the operation of the restaurant use.
5. All exterior patio lighting shall be hooded, shielded, and/or directed downward and away from any adjacent residential zoning district.
6. Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.
7. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application for Liquor Sales associated with a permitted restaurant use at 1801 Zumbehl Road to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

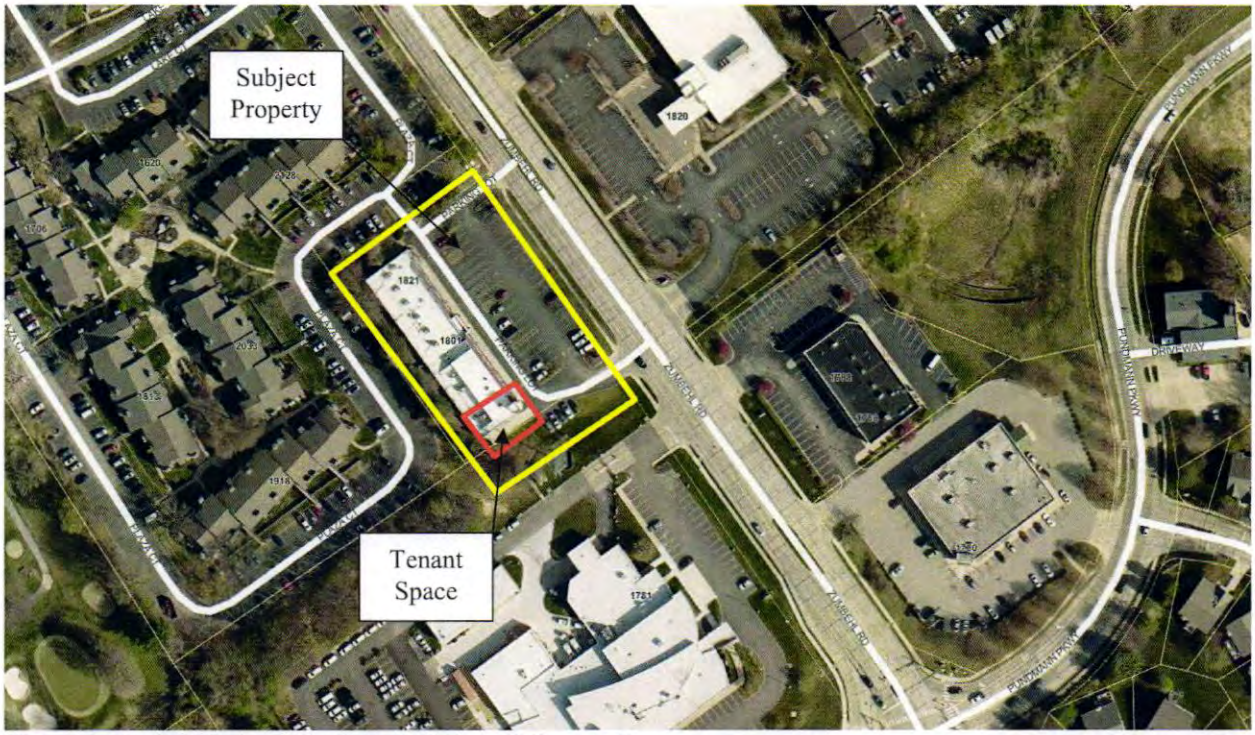


Figure 2: Aerial Photo of the Subject Site and Tenant Space.

Figure 3: Existing Façade

THE TACOSPOT ST. CHARLES

1801 Zumbehl Road – St. Charles, Missouri 63303

Department of Community Development
City of Saint Charles
200 North Second Street
St. Charles, MO. 63301
Attn: Lara Berry

August 15, 2025
Designated Application No. CU-2025-21

RE: Conditional Use Permit (Liquor Sales)

To Whom It May Concern;

Please see the business plan concerning the proposed addition of alcohol sales at our current restaurant location here in St. Charles.

Business Description

The proposed location, 1801 Zumbehl Road, currently acts as a fast casual restaurant serving a variety of Mexican-style dishes namely:

- Birria Tacos
- Birria Ramen
- Burritos
- Nachos
- Quesadillas

While not all the franchise locations offer alcohol, we believe this location would greatly benefit due to, but not limited to, the following reason:

- Customer Request(s)
- Attract New Customers
- Margaritas & Beer Pair Well and Are Expected w/Our Type of Food Offerings
- Increase Revenue Stream

Continued on Page 2

THE TACOSPOT ST. CHARLES

1801 Zumbehl Road – St. Charles, Missouri 63303

Department of Community Development
City of Saint Charles
200 North Second Street
St. Charles, MO. 63301
Attn: Lara Berry

August 15, 2025
Designated Application No. CU-2025-21

RE: Conditional Use Permit (Liquor Sales)

Proposed Alcohol Menu

- Beer – Corona by the bottle
- Beer – Modelo by the bottle

- Margarita – Spicy Ghost Mango Margarita
- Margarita – Skinny Margarita

- White wine – by the small bottle / 187 milliliters or .395 pint (equal to a glass of wine)

All drinks are pre-packaged

Existing Tenant Space

The current square footage is approximately 2500 square feet. There is approximately 800 square feet of existing patio space outside. The patio does have outdoor speakers that play the music of the dining room, bringing the two spaces together. This location does not offer any VLTs.

Hours of Operation

Monday through Saturday 9am – 10pm
Sunday 9am – 9pm

Continued on Page 3

THE TACOSPOT ST. CHARLES

1801 Zumbehl Road – St. Charles, Missouri 63303

Department of Community Development
City of Saint Charles
200 North Second Street
St. Charles, MO. 63301
Attn: Lara Berry

August 15, 2025
Designated Application No. CU-2025-21

RE: Conditional Use Permit (Liquor Sales)

Summary

In summation, we believe liquor sales will assist this location in reaching our sales milestones while ensuring our customers are provided with beverage options that pair well with our current menu items.

Thank you for your consideration!

Krunal Patel

Krunal Patel, owner

RCA FORM (OFFICE USE ONLY) **Bill #** N/A

MEETING/DATE: 10/7/2025

Regular ☑ Special ☐ Work Session ☐

ATTACHMENT: YES ☑ NO ☐

Report ☑ Resolution ☐ Ordinance ☐

Request for Council Action

Ward(s): 6-Foust **Sponsor(s):**

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-16
Applicant: Krunal Patel d/b/a Taco Spot at 1801 Zumbehl Rd
License Type: Full By the Drink and Sunday

Contract Extension/Renewal:	**Yes** ☐	**No** ☑
Information Paper Attached:	**Yes** ☑	**No** ☐

Staff Recommendation:	**Approve** ☑	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☐	**Disapprove** ☐

Summary:

Attached is a request from Krunal Patel for the grant of a liquor license for Taco Spot located at 1801 Zumbehl Rd. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

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

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

Fiscal Impact: **N/A**

Account #: N/A

Project #: N/A

RCA prepared by: PMB Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. CJ

Docusign Envelope ID: C64879DF-405C-491A-9E34-E22021204C86

09/17/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Krunal Patel***
d/b/a: ***Taco Spot Saint Charles***
Location: ***1801 Zumbehl Rd***

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

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

Police Department:

[X] Approved Signature: DocuSigned by: [signature] 0ABB15C1BAB0474... Date: 9/17/2025

[ ] Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: C64879DF-405C-491A-9E34-E22021204C86

09/17/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Krunal Patel***
d/b/a: ***Taco Spot Saint Charles***
Location: ***1801 Zumbehl Rd***

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

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

Fire Department

☒ **Approved** ☐ **Approved with Conditions** ☐ **Not Approved**

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani _____ Date: 9/17/2025

Docusign Envelope ID: C64879DF-405C-491A-9E34-E22021204C86

09/17/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Krunal Patel***
d/b/a: ***Taco Spot Saint Charles***
Location: ***1801 Zumbehl Rd***

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

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

Community Development

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

☒ **Approved** ☐ **Approved with Conditions** ☐ **Not Approved**

Conditions of Approval _____

_____

Reason(s) for denial: _____

_____

Signature: DocuSigned by: Zachary Tusinger Date: 9/19/2025

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 9/19/2025

☐ **Not Approved** Reason(s): _____

1801 ZUMBEHL RD

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 6- Foust **Sponsor(s):** N/A

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-15
Applicant: Mosam Patel d/b/a Hampton Inn St. Charles
License Type: Full by the Drink and Sunday

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

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

Summary:

Attached is a request from Mosam Patel for the grant of a liquor license for Keshvkrupa LLC d/b/a Hampton Inn St. Charles, located at 3720 W Clay St. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri.

Staff Recommendation: Approved.

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

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: _____ **N/A** ☑ _____
Account #: N/A
Project #: N/A

RCA prepared by: PMB Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. [signature]

Docusign Envelope ID: 21FC6326-F578-4EA7-9D39-4441FD1C5701

09/11/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Mosam Patel***
d/b/a: ***Keshvkrupa LLC d/b/a Hampton Inn St. Charles***
Location: ***3720 W Clay St***

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

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

Police Department:

[X] Approved Signature: DocuSigned by: [signature] 0ABB15C1BAB0474... Date: 9/10/2025

[ ] Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: 21FC6326-F578-4EA7-9D39-4441FD1C5701

09/11/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Mosam Patel***
d/b/a: ***Keshvkrupa LLC d/b/a Hampton Inn St. Charles***
Location: ***3720 W Clay St***

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

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

Fire Department

☒ **Approved** ☐ **Approved with Conditions** ☐ **Not Approved**

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani _____ Date: 9/10/2025

Docusign Envelope ID: 21FC6326-F578-4EA7-9D39-4441FD1C5701

09/11/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Mosam Patel***
d/b/a: ***Keshvkrupa LLC d/b/a Hampton Inn St. Charles***
Location: ***3720 W Clay St***

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

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

Community Development

Zoning District I-1 Historic Preservation District NA Occupancy Permit Yes

☒ **Approved** ☐ **Approved with Conditions** ☐ **Not Approved**

Conditions of Approval _____

_____

Reason(s) for denial: _____

_____

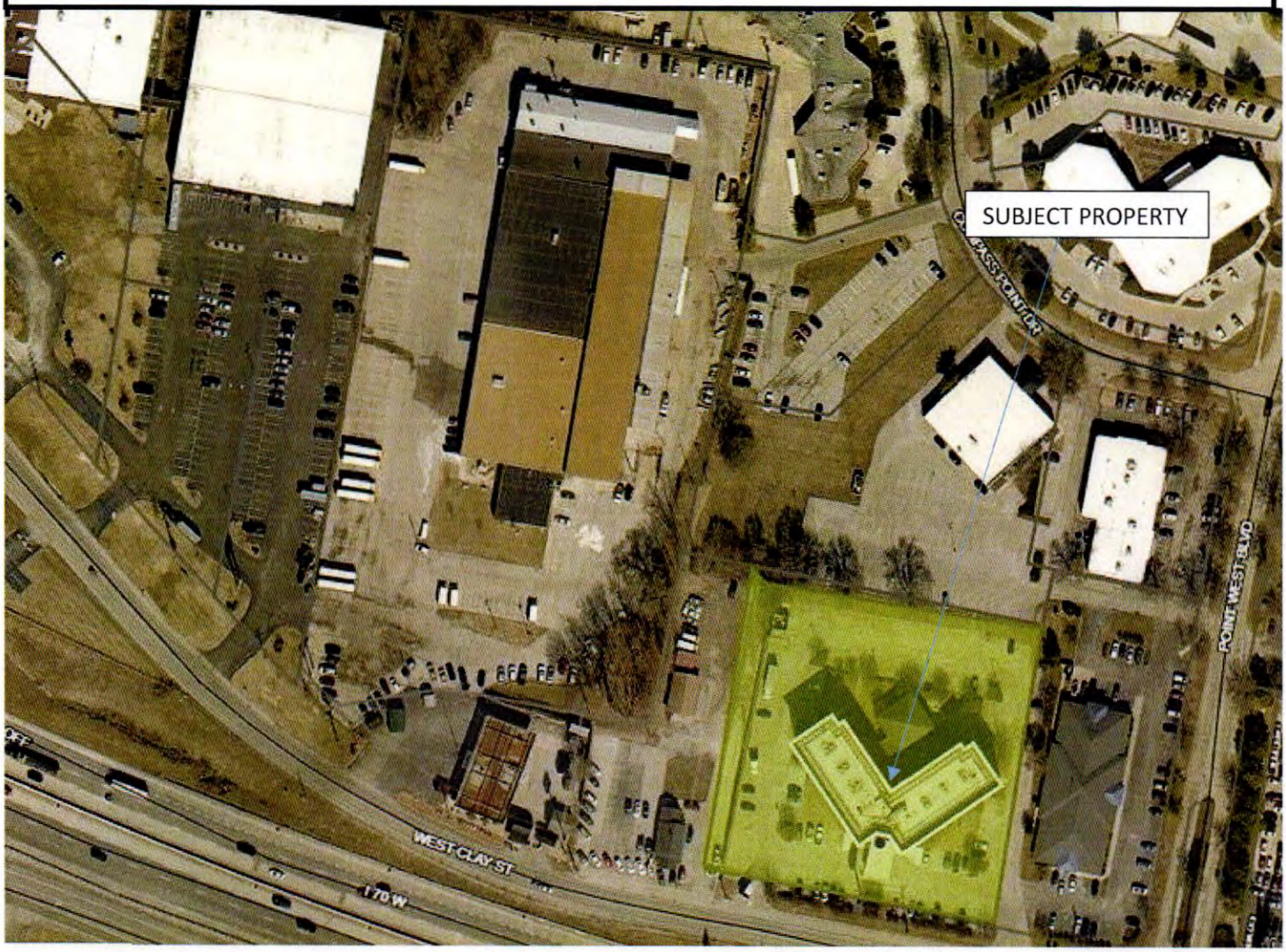
Signature: DocuSigned by: Zachary Tusinger Date: 9/10/2025

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 9/10/2025

☐ **Not Approved** Reason(s): _____

HAMPTON INN WEST CLAY



RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☐ NO ☒
Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 2 **Sponsor(s):** N/A

Description:
Case No. Z-2025-09. (Raymond E. Hummel, Jr.) An application to rezone a 15,960 square feet (more or less) tract of land, located at 800 First Capitol Drive, from "C-2/EHP" General Business District within the Extended Historic Preservation District to "CBD/EHP" Central Business District within the Extended Historic Preservation District, for the purpose of allowing a single-family dwelling unit. The subject property is located in Ward 2.

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

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

Summary:
This application has been WITHDRAWN by the applicant. 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: MPB Dept. Dir. Finance Dir. Dir. of Admin.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
August 19, 2025

The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, August 19, 2025, at 5:00 p.m. in Room 102, Lower Level of the Saint Charles Convention Center, One Convention Center Boulevard, St. Charles, Missouri, with Chairman Vince Ratchford presiding and members of the Committee present as follows: Bart Haberstroh, Brian Gould, Bill Otto, and Alternate Street Committee Member Denise Mitchell. Absent: Mark Hollander. Also present Mayor Dan Borgmeyer, Assistant City Administrators Larry Perney and Brad Temme, Assistant Public Works Director Zachary Stanley, Director of Engineering Dan Mann, Engineer Jonathan Swagman and Police Chief Ray Juengst. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

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

Mark Hollander arrived during the discussion of the Traffic Service Requests.

Update on the 2025 Annual Street Maintenance Projects

Assistant City Administrator Larry Perney gave an update on the 2025 Annual Street Maintenance Projects.

- Pavement Maintenance Project – Ford Asphalt Co. awarded bid $1,000,000.00
    - Asphalt 2" mill and overlay – proposed subdivisions: Ferncliff, Lynnbrook, Indian Hills, and Westbury
- Concrete Joint Crack Seal Project – Sweetens Sealing Services awarded bid $105,000.00
    - 600,000 linear feet of joints and seams in concrete streets in Wards 1, 6, and 10
- Sidewalk Mudjacking – Lift Rite, Inc. awarded bid $222,750
    - Eliminating sidewalk offsets and trip hazards in various locations.

A brief discussion was held relative to this topic.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
August 19, 2025

Discussion Relative to Establishing a Procedure for Reporting Absences

Chairman Vince Ratchford reported that with the recent addition of an alternate member of the Street Committee, it is important to establish a standard protocol for managing member absences. He proposed the following practice: If a Street Committee member anticipates being absent, they should notify the City Clerk, the Recording Secretary and the Alternate Street Committee Member via email as early as possible. The Alternate Street Committee Member should then confirm their availability with the City Clerk and the Recording Secretary to ensure adequate coverage and quorum. A brief discussion was held relative to this topic.

MARK HOLLANDER made a motion to adopt the Procedure for Reporting Absences as presented. BART HABERSTROH seconded the motion. All voted in favor. Motion passed.

Discussion Relative to Traffic Calming Policy

Director of Engineering Dan Mann reported this agenda item is intended to serve as an opening conversation with the Street Committee to review the current policy and gather feedback on whether the Committee wishes to consider a formal revision process. Staff anticipates that if there is interest in pursuing these changes, more detailed follow-up and draft revisions will be presented at future meetings.

A brief discussion was held relative to this topic. It was the consensus of those Street Committee members present to move forward with the proposed drafts and to update the current policy.

Discussion Relative to Installation of a Temporary Speed Hump on Madison Street

Director of Engineering Dan Mann summarized prior traffic studies on Madison Street showing minimal speeding and explained that speed humps are currently prohibited by ordinance, but a temporary installation could be used for study purposes. Estimated cost is approximately $2,000 plus staff time. A brief discussion was held relative to this topic.

A motion was made by VINCE RATCHFORD to procure and install a temporary speed hump in front of 1017 Madison Street at staff's discretion. MARK HOLLANDER seconded the motion.

A roll call vote was taken with the following results: Ayes: Hollander, Gould, Otto, Ratchford, and Haberstroh. Nays: None. Absent: None. Motion passed.

Discussion Relative to Installation of a Temporary Speed Hump on Old Friedens Road

Director of Engineering Dan Mann reported that staff received a resident request for traffic-calming measures—specifically additional speed limit signs and speed bumps—on Old Friedens Road near Talbridge Square. He noted the roadway carries about 700 vehicles per day from surrounding residential areas, with most traffic generated by the Talbridge Subdivision via Talbridge Square. Old Friedens Road runs parallel to Friedens Road and provides access between Fairgrounds Road and Highway 94.

Staff advised that existing conditions do not warrant traffic calming under current policy and outlined three options:

- **Option 1:** Take no action (staff recommendation) but consider adding a westbound speed limit sign.
- **Option 2:** Temporarily barricade Old Friedens Road east of Fortress Court for 3 months to monitor driver response.
- **Option 3:** Evaluate other traffic-calming features, including a possible temporary speed hump, noting that speed humps are prohibited by ordinance and pose challenges for emergency and snow operations.

A brief discussion was held relative to this topic.

A motion was made by VINCE RATCHFORD to procure and install a temporary speed hump on Old Friedens Road at staff's discretion. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: Ayes: Gould, Otto, Ratchford, Haberstroh, and Hollander. Nays: None. Absent: None Motion passed.

Presentation Relative to Street Maintenance and Pavement Preservation

Assistant Director of Public Works Zachary Stanley gave a presentation regarding street maintenance and pavement preservation procedures.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
August 19, 2025

A brief discussion was held relative to this topic.

The Street Committee meeting adjourned at 6:02 p.m.

_____

Date Approved

_____ _____

Vince Ratchford, Chairman
Street Committee

Assistant City Clerk

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
September 2, 2025

On Tuesday, September 2, 2025, a Public Hearing was held on the following items at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding and Members of the Council 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.

PUBLIC HEARING

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)***

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

Tyler Lawson, Applicant, spoke in favor of CU-2025-17.

Arnie C. A.C. "Honest Abe" Dienoff – City/County Public Advocate, spoke relative to tax abatement.

Tim Kline of T&L Farms spoke in opposition to construction and the storage of hazardous materials on the protected wellhead.

There being no further comments, MARK HOLLANDER made a motion to close the public hearing and approve the 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 subject to the following conditions, as amended by staff:

1. This Conditional Use Permit for the handling and short-term storage (as described in the business plan provided to staff) of sealed radiopharmaceutical shipments is issued

to the business (Life Couriers), only for the property of 3891 Fountain Lakes Parkway E, and is non-transferable to another tenant or location.

2. Should the planned use materially change or expand from the attached submittal documents (including additional regulated materials/liquids not reviewed associated with this submittal and the Wellhead Protection District), additional approvals may be required by the City.
3. Before the issuance of an occupancy permit for the facility, the applicant shall maintain a self-insurance program that meets the City's required coverages and limits for the duration of operations under this Conditional Use Permit, shall execute and submit a Self Insurance Affidavit in a form approved by the City Attorney prior to commencing operations, and shall comply at all times with all terms of that affidavit.
4. The City and/or its environmental auditing designee shall be authorized to conduct an inspection of the facility for compliance with Section 400.320 (WHP), upon 24-hour advance notice to the site manager.
5. Non-compliance with any building code, property maintenance codes, fire codes, zoning codes, any other local, state, or federal regulations or laws, or conditions of this approval is grounds for revocation of the conditional use approval.

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

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)***

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

Brandon Eckhart, Applicant, spoke in favor of CU-2025-18.

PUBLIC HEARING
Before the City 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 Video Lottery Terminals.

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

1. This Conditional Use Permit for a liquor sales and craft distillery use is issued to the applicant (Brandon Eckardt) and business (Naked Spirits LLC) only for the property located at 1116 N 2nd Street and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
4. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.
5. Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of this approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

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

Abstention recorded as File #49362

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)***

There being no public comments, BILL OTTO made a motion to close the public hearing and approve the liquor license as presented by staff. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: Ayes: Haberstroh, M. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba and Gould. Nays: None. Abstain: S. Hollander. Absent: None. Motion passed.

Abstention recorded as File #49362

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)***

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

1. This Conditional Use Permit for a liquor sales and craft distillery use is issued to the applicant (Brandon Eckardt) and business (Naked Spirits LLC) only for the property located at 691 N. Main Street and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
4. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.

5. Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of this approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 dealing with Liquor/ Alcoholic Beverages may be grounds for revocation of this Conditional Use.

VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: Ayes: M. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, Gould and Haberstroh. Nays: None. Abstain: S. Hollander. Absent: None. Motion passed.
Abstention recorded as File #49362

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)***

There being no public comments, BILL OTTO made a motion to close the public hearing and approve the liquor license as presented by staff. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: Ayes: Mitchell, Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, and M. Hollander. Nays: None. Abstain: S. Hollander. Absent: None. Motion passed.
Abstention recorded as File #49362

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)***

Director of Community Development Zachary Tusinger gave an overview of the application.
Charles Gilbert, Applicant, spoke in favor of Case No. Z-2025-07.
There being no further comments, BILL OTTO made a motion to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. VINCE

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

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

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

Councilmember Vince Ratchford asked for the following comments to be added to the record:

Councilmember Ratchford to City Attorney Holly Magdziarz: Please provide legal clarification and elaboration on the term "related" as it is used in the moratorium. As one could make the argument that Case No. Z-2025-08 can be perceived as related. What does "related" entail? How far can we go with that term before something is no longer related and is there anything we can provide that clarifies that this project is not related to a data center?

Ms. Magdziarz: As to the specific application there are two important things: 1. As Mr. Tusinger just mentioned, because this is a legislative act, that relates to annexation and zoning that is not something that can be subject to the moratorium and Council could not pause or stop doing that for any period of time. Second, this application was filed before the Council implemented their moratorium, so even if it were for a permit or something that was related to the use of data centers, which is the subject of that resolution, then this would still be able to proceed. The moratorium applies only to those things that were submitted after that August 22, 2025, I believe, date.

Councilmember Ratchford: Thank you for that. Some other things I want to clarify that I heard you say, but I want to put it on the record to make sure that I understand them

correctly.

Councilmember Ratchford: Is this an island of county and agricultural zoning surrounded by City I-1 zoning?

Mr. Tusinger: As of today, yes sir.

Councilmember Ratchford: So every piece of property that touches it is City Industrial-1?

Mr. Tusinger: Yes, sir.

Councilmember Ratchford: As it sits now, it is not currently protected by any of our requirements on the wellhead protection district.

Mr. Tusinger: None.

Councilmember Ratchford: Okay, if we approve the annexation, then it would fall under the protection and the requirements of our wellhead protection district.

Mr. Tusinger: Yes, sir.

***

Councilmember Ratchford: This approval does not in any way, supersede the moratorium and say "now we can put a data center here."

Mr. Tusinger: No, it doesn't. Just like any property in town, any proposal for that property would have to go through the normal steps and anything related to a data center for this parcel or any other parcel in town would be subject to a moratorium.

Councilmember Ratchford: So the way I described it earlier, we could rezone the whole city to allow warehousing and data centers, but none of that would mean that a data center could come in until the moratorium is completed or lifted.

Mr. Tusinger: That is correct.

Councilmember Ratchford: Thank you.

Drew Weber, representing the Applicant, spoke in opposition of Z-2025-08.

Arnie C. A.C. Dienoff spoke relative to tax abatements.

There being no further comments, JUSTIN FOUST made a motion to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: Ayes: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, and

Mitchell. Nays: None. Absent: None. Motion passed.

The Public Hearing adjourned at 8:29 p.m. and the Regular Session continued with the order of business.

_____
Date Approved

_____ _____
Emily Galantowicz, Assistant City Clerk Michael Galba, Presiding Officer

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
September 9, 2025

The City Council of the City of Saint Charles, Missouri convened in a Work Session at 6:00 p.m. on Tuesday, September 9, 2025, in the Council Chambers of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Michael Galba presiding and the Members of the Council present as follows: Justin Foust, Brian Gould, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Bart Haberstroh. City Clerk Kimberly Hudson was present and performed the duties of that Office.

Follow up to the Fire Department Strategic Plan

Deputy Fire Chief Joe Gragnani presented a PowerPoint (attached) relative to the Fire Department Master Plan. This presentation outlined the implementation timeline for ESCI's recommendations regarding organizational restructuring, infrastructure investments, and critical service delivery changes.

A brief discussion was held relative to the current St. Charles Fire Station locations, land requirements for the proposed Station No. 6, personnel and staffing standards, and the need for a dedicated Fire Department training facility.

Representatives from the Saint Charles County Ambulance District (SCCAD) presented a PowerPoint (attached) outlining their two-phase plan to transition patient transport services from the City of St. Charles Fire Department to SCCAD.

It was the consensus of the Councilmembers present that staff begin drafting a Memorandum of Understanding Agreement/Transition Agreement with SCCAD and bring it forward for Council consideration at a future meeting.

Update Relative to the Convention & Visitors Bureau (CVB) Department

Mayor Borgmeyer announced his decision to withdraw the proposed reorganization of the Convention & Visitors Bureau, noting that additional review and evaluation are needed. He stated he still envisions three (3) Departments: Tourism, Events, and Communications and plans

to bring forward a revised proposal with supporting documents in approximately ninety (90) days. He also reported that recruitment will move forward for both a Communications Director and a Tourism Director.

Councilmember Otto thanked the Mayor and Administration for taking additional time to review the proposal.

Councilmember Mitchell also thanked the Mayor for pausing on this proposal. She indicated she believes we need to conduct a national search for a Tourism Director and encouraged Administration to invest in a tourism/economic impact study and consider developing a destination master plan. She further requested information regarding Tourism Department grants, including the sources of the grants and how the funds are being used. A brief discussion followed relative to potential studies and data provided by Administration.

Councilmember Mark Hollander thanked Administration for delaying the reorganization while further analysis is conducted on what will best serve residents, businesses and visitors. He also supports an impact study on tourism and special events.

Additional discussion was held relative to the job description for the Tourism Director, the timing of posting the position, and the expected hiring timeline. Further discussion was also held on whether to hire a Communications Director versus a Communications Manager.

CLOSED SESSION

At 7:07 p.m., MARK HOLLANDER made a motion to adjourn into closed session pursuant to RSMo 610.021(1); as amended. MARY WEST seconded the motion. A roll call vote was taken with the following results: "Aye": Galba, Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust. "Nay": None. Absent: Haberstroh. Motion passed.

The closed portion of the Council Work Session adjourned at 7:19 p.m.

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
September 9, 2025

At 7:20 p.m., a motion was made by STEVE HOLLANDER to adjourn the open portion of the Council Work Session. MARY WEST seconded the motion. All voted in favor. Motion passed.

_____

Date Approved

_____ _____

Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
September 16, 2025

The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, September 16, 2025, at 5:30 p.m. in Conference Room A on the fourth floor of City Hall, 200 North Second Street, Saint Charles, Missouri, with Chairman Vince Ratchford presiding and members of the Committee present as follows: Bart Haberstroh, Mark Hollander, Brian Gould, and Bill Otto. Absent: None. Also present were Director of Engineering Dan Mann, Assistant City Administrator Brad Temme, Assistant City Administrator Larry Perney, Assistant Public Works Director Zachary Stanley, Street Superintendent Samuel Thomas, Police Chief Ray Juengst, Deputy Fire Chief Joe Gragnani, Director of Special Events and Communications Beth Norviel and City Clerk Kim Hudson. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

Director of Engineering Dan Mann provided an update relative to the Traffic Service Requests report. To date, there were four open traffic requests. There were no new requests created in the month of August. He noted that the traffic counter had been placed at 80 locations throughout the City between April 2024 and the present. A brief discussion was held relative to this topic.

Update on the 2025 Annual Street Maintenance Projects

Assistant Public Works Director Zachary Stanley reported that the annual asphalt maintenance project is scheduled to begin later this month. Curb and gutter replacement will commence the week of September 22, 2025, followed by the two-inch asphalt mill and fill project, which will begin immediately after the curb and gutter work concludes in early October. A list of streets included in this project was provided in the meeting packet.

Discussion Relative to One-Way on Riverside Drive

Director of Engineering Dan Mann provided an informational update on the recent staff decision to temporarily convert Riverside Drive to a one-way street from Boonslick Road to Clark Street. The one-way configuration will be in effect from late September through early January to accommodate ongoing projects in the area. A brief discussion was held relative to this topic.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
September 16, 2025

Discussion Relative to One-Way on Adams Street

Committee Member Bill Otto clarified that the agenda item listed for Adams Street was added in error and was not the topic he intended to address. As a result, no discussion was held.

The Street Committee meeting adjourned at 6:02 p.m.

_____

Date Approved

_____ _____

Vince Ratchford, Chairman — Assistant City Clerk

Street Committee

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
September 16, 2025

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:30 p.m. on Tuesday, September 16, 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, Bill Otto, Vince Ratchford, and Mary West. Absent: Denise Mitchell. 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(2), and RSMo 610.021(12), as amended. BART HABERSTROH seconded the motion. A roll call vote was taken with the following results: "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Otto, Ratchford, West, and Foust. "Nay": None. Absent: Mitchell. Motion passed.

The closed portion of the Council Work Session adjourned at 6:54 p.m.

A motion was made by MARY WEST to adjourn the open portion of the Council Work Session. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

The open portion of the Council Work Session adjourned at 6:54 p.m.

_____
Date Approved

_____
Emily Galantowicz, Assistant City Clerk

_____
Michael Galba, Presiding Officer

AGENDA
COUNCIL WORK SESSION
OF THE CITY OF SAINT CHARLES, MISSOURI
CONFERENCE ROOM A - 4TH FLOOR - CITY HALL - 200 N. SECOND STREET
Tuesday, September 16, 2025
6:30 p.m.

1. Roll Call

2. Closed Session, relative to:
   - A. Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its attorneys (RSMo 610.021.(1))
   - B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021.(2))
   - C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021.(3))
   - D. Preparation, including any discussions or work product, on behalf of the Council or Its representatives for negotiations with employee groups (RSMo 610.021.(9))
   - E. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected (RSMo 610.021(12))
   - F. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021 (13))

3. Adjourn

Posted: Monday, September 15, 2025 at 4:00 p.m.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
September 16, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, September 16, 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. Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Bill Otto, Vince Ratchford, and Mary West. Absent: Mayor Dan Borgmeyer and Denise Mitchell. 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 stood in a moment of silence, and the Pledge of Allegiance to the Flag.

Councilmember MARK HOLLANDER made a motion to excuse the absence of Councilmember Denise Mitchell. MARY WEST seconded the motion. All in favor. Motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

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

In Mayor Daniel J. Borgmeyer's absence, City Council President Michael Galba proclaimed September 2025 as Ovarian Cancer Awareness Month in the City of Saint Charles, Missouri and presented the proclamation to Kimberly Wright, Member of the St. Louis Ovarian Cancer Awareness (SLOCA) and nationally at Ovarian Cancer Research Alliance (ORCA).

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

In Mayor Daniel J. Borgmeyer's absence, City Council President Michael Galba presented a proclamation to the Daughters of the American Revolution declaring September 17 through 23, 2025 Constitution Week in the City of Saint Charles, Missouri.

PUBLIC COMMENT

Amy Senter, 136 S. Main St., St. Charles, MO spoke relative to one-way traffic on Riverside Dr.

Olivia Cross, 3404 Hiram St., Apt. A1, St. Charles, MO spoke relative to transparency, integrity and accountability in government.

Arnie C. AC "Honest-Abe" Dienoff, City/County Public Advocate, P.O. Box 1535, O'Fallon MO verbally requested public records regarding the City's contract with Adam Glosier, and spoke in opposition of Council Bill 14011.

REPORT OF THE MAYOR

There was no Report of the Mayor.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Bill Otto reported on his attendance at the Missouri Municipal League Conference held in St. Charles, Missouri, and the St. Charles Night Out Event in the Fox Hill Subdivision. He noted that residents at the Night Out event expressed appreciation and requested that he extend their thanks to the Public Works Department for mowing grass and maintaining limbs and sidewalks along Country Bluffs, emphasizing that these efforts make a meaningful difference to the community.

Councilmember Brian Gould invited the public, City staff, and fellow Councilmembers to attend the POW/MIA Watch Fire hosted by the City's Veterans Commission on Friday, September 19, 2025, at 6:30 p.m. at the St. Charles Veterans Memorial in the Lewis and Clark Boathouse parking lot. He also expressed gratitude to the Daughters of the American Revolution for their assistance and support with the event.

Councilmember Justin Foust invited the public to attend the St. Charles Oktoberfest, scheduled for September 26–28, 2025, and extended appreciation to the volunteers and nonprofit organizations who contribute to the success of the event.

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. 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)***

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. Council Work Session of September 2, 2025

File #49367

2. Regular City Council Meeting of September 2, 2025

File #49361

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

File #49388

2. Greater Saint Charles Convention & Visitors Commission Meeting of June 26, 2025

File #49388

3. Greater Saint Charles Convention & Visitors Commission Meeting of July 24, 2025

File #49388

4. Senior Citizen Advisory Commission Meeting of August 12, 2025

File #49373

C. Receipt of Director of Administration Reports

1. FITS Report – July 2025

File #49375

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

C25-248

E. Preliminary Plats

F. Miscellaneous

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

There were no Resolutions.

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)*

Passed Ayes: Haberstroh, M. Hollander, S. Hollander, Otto, Ratchford, West, Foust, Galba, and Gould
Nays: None
Absent: Mitchell

Approved by the Honorable Mayor on September 17, 2025 and is known as Ordinance **25-072**

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)*

Passed Ayes: Haberstroh, M. Hollander, S. Hollander, Otto, Ratchford, West, Foust, Galba, and Gould
Nays: None
Absent: Mitchell

Approved by the Honorable Mayor on September 17, 2025 and is known as Ordinance **25-073**

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)*

The Bill was withdrawn and not read.

File #49406

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)*

The Bill was withdrawn and not read.

File #49407

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)*

Passed Ayes: Haberstroh, M. Hollander, S. Hollander, Otto, Ratchford, West, Foust, Galba, and Gould

Nays: None

Absent: Mitchell

Approved by the Honorable Mayor on September 17, 2025 and is known as Ordinance **25-074**

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)*.

ITEMS FOR COUNCIL ACTION

At 7:38 p.m., MARK HOLLANDER made a motion to adjourn into closed session pursuant to RSMo 610.021(2) and RSMo 610.021(13), as amended. MARY WEST seconded the motion. A roll call vote was taken with the following results: Ayes: M. Hollander, S. Hollander, Otto, Ratchford, West, Foust, Galba, Gould and Haberstroh. Nays: None. Absent: Mitchell. Motion passed.

The closed portion of the Regular Council Meeting adjourned at 7:42 p.m.

At 7:42 p.m., a motion was made by MARK HOLLANDER to adjourn the Regular City Council meeting. STEVE HOLLANDER seconded the motion. All voted in favor. Motion passed.

The Regular Council Meeting was adjourned at 7:42 p.m.

_____

Date Approved

_____ _____

Emily Galantowicz, Assistant City Clerk

Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
September 16, 2025

On Tuesday, September 16, 2025, a Public Hearing was held on the following items at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding and Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Bill Otto, Vince Ratchford and Mary West. Absent: Denise Mitchell. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

PUBLIC HEARING

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)***

Arnie C. AC "Honest Abe" Dienoff spoke relative to the proposed legislation.

There being no further public comments, a motion was made by MARK HOLLANDER to close the public hearing. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: Ayes: Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Otto, Ratchford, West, and Foust. Nays: None. Absent: Mitchell. Motion passed.

The Public Hearing adjourned at 7:31 p.m. and the Regular Session continued with the order of business.

_____
Date Approved

_____
Emily Galantowicz, Assistant City Clerk

_____
Michael Galba, Presiding Officer

PLANNING AND ZONING COMMISSION - MINUTES
July ~~June~~ 14, 2025
City Hall – Council Chambers
200 N Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT:
Shawn Luesse, Chairperson
Julie Bartch, Vice-Chair
Michael Galba, City Council Liaison
Mayor Dan Borgmeyer
Keith Liston
Tyson King
John Morgan
Adriana Perrone
Chris DeGuentz

MEMBERS ABSENT
Missy Palitzsch, Secretary

STAFF PRESENT:
John Boyer, Assist. Director of C.D./Planning Manager
Lara Berry, Planner
Madelyn Brown, Planner
Alanna Bilyeu, Planning Intern

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, July 14, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

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

1. Call to order and the roll.

2. The Pledge of Allegiance.

3. Approve the minutes of the June 9, 2025 Planning and Zoning Commission meeting.

   Commission Bartch made a motion to approve the minutes. Mayor Dan Borgmeyer seconded the motion. All were in favor. The minutes were approved.

CONSENT AGENDA

4. Case No. SP-2025-06. (S.J. Hollander Architect – Steve Hollander) A site plan application for elevation modifications to an existing restaurant building located at 3000 W. Clay Street within the C-2 General Business District. The subject property is located in Ward 9.

   Commission King made a motion to approve the Consent Agenda. Commissioner Bartch seconded the motion. All were in favor. The Consent Agenda was approved.

PUBLIC HEARING: Conditional Use

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

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

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

Mayor Borgmeyer seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their August 5, 2025 meeting.

PUBLIC HEARING: Conditional Use

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

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

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

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

Commissioner Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their August 5, 2025 meeting.

PUBLIC HEARING: Conditional Use

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

Planner Brown provided the Commission with an overview of the Conditional Use Permit request and the Preliminary Plat (Agenda Item #6). The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Commissioner Bartch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Councilmember Galba made a motion to forward the Conditional Use application, as submitted. Commissioner Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed, 1 Abstention) at their August 5, 2025 meeting.

PRELIMINARY PLAT

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

Commissioner Bartch made a motion to forward the Conditional Use application, as submitted. Councilmember Galba seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed, 1 Abstention) at their August 5, 2025 meeting.

PUBLIC HEARING: Conditional Use

9. Case No. CU-2025-10. (CRG Cumulus, LLC) An application for a Conditional Use Permit per §400.320(C) for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a planned industrial project within the "I-1/WHP" Light Industrial District and within the Wellhead Protection District. The subject property is approximately 440 –acres (more or less), generally located on the north and south sides of Highway 370 and between Huster Road and Harry S Truman Boulevard. The subject properties will be located in Wards 6 and 8. ***This item was tabled at the June 9, 2025 Planning and Zoning Commission meeting.***

Planner Berry provided the Commission with an overview of the Conditional Use Permit and Site Plan (Agenda Item #10) requests. The applicant's design professional addressed the Commission. The public hearing for the application opened with nine (9) speakers from the public. The speakers' concerns included: stormwater, flooding, construction and operational noise, potential risk to the City's wellfield, potential strain on utilities, climate-related environmental effects, grading and filling, end-user information, potential for human and system error, and communication with the levee district. Commissioner Bartch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. There was discussion between the Commission, staff and the applicant. Councilmember Galba made a motion to forward the Conditional Use application, with the following conditions:

1. **This conditional use permit for the production/use/handling/storage of any hazardous substance including liquid petroleum products and electrical power generators/substations accessory to a data warehouse facility use is only for the subject property (approximately 440 acres) as described and**

shown on the associated Site Plan (SP-2025-05) and is not transferable to another location.

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

Commissioner Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with an unfavorable recommendation (4 In Favor, 5 Opposed) at their August 5, 2025 meeting.

SITE PLAN

10. Case No. SP-2025-05. (CRG Cumulus, LLC) A site plan application for the development of a planned industrial office and warehouse project (data center) generally located on the north and south sides of Highway 370 and between Huster Road and Harry S Truman Boulevard. The subject property is within the "I-1/WHP" Light Industrial District and the Wellhead Protection District, located in Wards 6 and 8.

Councilmember Galba made a motion to approve the Site Plan application, as conditioned by staff. Commissioner Bartch seconded the motion. The Site Plan was approved, as conditioned (5 In Favor, 4 Opposed).

Adjournment

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

The next regular meeting of the Planning and Zoning Commission is scheduled for ***August 11, 2025.***

Vice-Chair Bartch made a motion to adjourn the meeting. Commissioner Liston seconded the motion. All were in favor. The meeting adjourned at 8:10 p.m.

SECRETARY

8.11.25
DATE

PLANNING AND ZONING COMMISSION - MINUTES
August 11, 2025
City Hall – Council Chambers
200 N Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT:
Shawn Luesse, Chairperson
Julie Bartch, Vice-Chair
Missy Palitzsch, Secretary
Michael Galba, City Council Liaison
Mayor Dan Borgmeyer
Keith Liston
Tyson King
John Morgan
Adriana Perrone
Chris DeGuentz

MEMBERS ABSENT
None

STAFF PRESENT:
John Boyer, Assist. Director of C.D./Planning Manager
Lara Berry, Planner
Madelyn Brown, Planner

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, August 11, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

The meeting was called to order by Chairperson, Shawn Luesse, at 6:00 p.m. Secretary, Missy Palitzsch, took roll. Those in attendance are noted above.

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the July 14, 2025 Planning and Zoning Commission meeting.

   Vice-Chair Bartch made a motion to approve the minutes. Mayor Dan Borgmeyer seconded the motion. All were in favor. The minutes were approved.

PUBLIC HEARING: Annexation & Establishment of Zoning

4. 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. The subject property will be located in Wards 6 upon annexation.

   Planner Berry provided the Commission with an overview of the Annexation and Establishment of Zoning requests. The public hearing for the application opened with eight (8) speakers from the public. The speakers' concerns included: drinking water, displacement of flood waters, accusations of bribes, potential contamination, potential utility interruptions, infrastructure, noise, non-disclosure agreement, current ownership, fill/grading, and water table. The applicant's representative, Korb Maxwell, also addressed the Commission during the public hearing. Secretary Palitzsch made a motion to close the public hearing. Vice-Chair Bartch seconded the motion. All were in favor and the public hearing closed.

   Two (2) separate motions were made: 1) Councilmember Galba made a motion to forward the Petition for Annexation, as submitted. Secretary Palitzsch seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 2 Opposed) and 2) Councilmember Galba made a motion to forward the Establishment of Zoning application, as submitted. Secretary Palitzsch seconded the motion. The Zoning application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 2 Opposed). These applications will be considered at the September 2, 2025 City Council meeting.

PUBLIC HEARING: Conditional Use

1. 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.

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

   1. **This conditional use permit for a liquor sales and craft distillery use is issued to the applicant (Brandon Eckardt) and business (Naked Spirits LLC) only for the property located at 1116 N 2nd Street and is not transferable to another location and/or tenant/business.**
   2. **Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.**
   3. **This establishment shall maintain the occupancy limitation as established by the Fire Marshal.**
   4. **Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.**
   5. **Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of this approval is grounds for revocation of the conditional use approval.**
   6. **Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.**

   Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (10 In Favor, 0 Opposed) at their September 2, 2025 meeting.

PUBLIC HEARING: Conditional Use

1. 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.

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

   1. **This conditional use permit for a liquor sales and craft distillery use is issued to the applicant (Brandon Eckardt) and business (Naked Spirits LLC) only for the property located at 691 N Main Street and is not transferable to another location and/or tenant/business.**
   2. **Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.**
   3. **This establishment shall maintain the occupancy limitation as established by the Fire Marshal.**
   4. **Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.**

5. **Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of this approval is grounds for revocation of the conditional use approval.**

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

Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (10 In Favor, 0 Opposed, 1 Abstention) at their September 2, 2025 meeting.

PUBLIC HEARING: Rezoning

1. 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.

Planner Berry provided the Commission with an overview of the Rezoning request. The applicant addressed the Commission. The public hearing for the application opened with two (2) speakers from the public, generally in favor of the application. Mayor Borgmeyer made a motion to close the public hearing. Commissioner Morgan seconded the motion. All were in favor and the public hearing closed. Secretary Palitzsch made a motion to forward the Rezoning application, as submitted. Mayor Borgmeyer seconded the motion. The Rezoning application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed, 1 Abstention) at their September 2, 2025 meeting.

PUBLIC HEARING: Conditional Use

6. 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.

Planner Berry provided the Commission with an overview of the Conditional Use Permit request. The applicant addressed the Commission. The public hearing for the application opened with five (5) speakers from the public. The speakers' concerns included: precedent, flooding, alleging bribes, water displacement, and relocation. Vice-Chair Bartch made a motion to close the public hearing. Secretary Palitzsch seconded the motion. All were in favor and the public hearing closed. Secretary Palitzsch made a motion to forward the Conditional Use application, with the following conditions:

1. **This conditional use permit for the handling and short-term storage (as described in the business plan provided to staff) of sealed radiopharmaceutical shipments is issued to the business (Life Couriers), only for the property of 3891 Fountain Lakes Parkway E, and is non-transferable to another tenant or location.**

2. **Should the planned use materially change or expand from the attached submittal documents (including additional regulated materials/liquids not reviewed associated with this submittal and the Wellhead Protection District), additional approvals may be required by the City.**

3. **Before the issuance of an occupancy permit for the facility, the applicant shall maintain a self-insurance program that meets the City's required coverages and limits for the duration of operations under this Conditional Use Permit, shall execute and submit a Self-Insurance Affidavit in a form approved by the City Attorney prior to commencing operations, and shall comply at all times with all terms of that affidavit.**

4. **The City and/or its environmental auditing designee shall be authorized to conduct an inspection of the facility for compliance with Section 400.320 (WHP), upon 24-hour advance notice to the site manager.**

5. **Non-compliance with any building code, property maintenance codes, fire codes, zoning codes, any**

other local, state, or federal regulations or laws, or conditions of this approval is grounds for revocation of the conditional use approval.

Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with an favorable recommendation (10 In Favor, 0 Opposed) at their September 2, 2025 meeting.

Adjournment

The next regular meeting of the Planning and Zoning Commission is scheduled for ***September 15, 2025.***

Vice-Chair Bartch made a motion to adjourn the meeting. Commissioner Morgan seconded the motion. All were in favor. The meeting adjourned at 7:48 p.m.

Julie Bartch

SECRETARY

9/15/25

DATE

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD
Thursday, August 14, 2025 4:30 PM
Conference Room A, City Hall
200 N. Second Street, Saint Charles, Missouri

Members Present:
Chris Kyle, Chair
Adam Tritz
Alyssa Houska
Keith Lutz

Staff Members Present:
Jessica Ferguson, Business Development Coordinator
Lawrence Perney, Assitant Administrator
John Boyer, Com Dev Assist. Director
Taylor Moore, Historic Preservation Planner

ABSENT: Brandon Runk, Jeff Sams, Melissa Hollander, Bill Otto

Call to Order and Call the Roll – Chris Kyle called the meeting to order at 4:32pm. There were four (4) members present, enough for a quorum. Jessica Ferguson conducted roll call.

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

Approval of Minutes –Keith Lutz made a motion to approve the July 10, 2025 Minutes. Alyssa Houska seconded the motion. All in favor (4-0).

Current Operating Budget –Keith Lutz made a motion to approve the budget. Adam Tritz seconded the motion. All in favor (4-0).

Update from City Staff – Discussion on Great Streets Plan.

Fall /Winter Flowers – Discussion on fall and winter flower options.

Old Business –

- **Fundraising** – None
- **HFA Transfer Funds** – None
- **New Business Welcome Package** – Board discusses Welcome Packages for new businesses. Alyssa Houska made a motion to move $3000 from Repair and Maintenance (743006) into Advertising (754009) Adam Tritz seconded the motion. All in favor (4-0)
- **Event Support** – Discussed event support.

New Business – Discussion on marketing for Frenchtown. Planning for the holiday season discussed.

Report from City Council Liaison – None.

Other Information from Staff – Discussion on alleys. Next meeting is scheduled for Thursday, September 11 at 4:30pm.

Adjournment – Alyssa Houska made the motion to adjourn at 5:43pm. Adam Tritz seconded the motion. All in favor (4-0).

Chris Kyle, Chair

9-11-25
Date

LANDMARKS BOARD - MINUTES
August 18, 2025
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT
Steve Martin, Chair
Jill Ryan, Vice Chair
Michelle Beucke
John Donnelly
Christi Tennyson
Steve Hollander, Council Liaison

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

Absent: Dave Settle, Tom Smith

On Monday, August 18, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. **Call to order and call the roll.**
   Chairman Steve Martin called the meeting to order at 6:00 p.m. Secretary Christi Tennyson called the roll. Those in attendance are listed above.

2. **The Pledge of Allegiance**

3. **Consent Agenda**

   (A) Case No. EC-2025-038 123 North Main Street. John P. Jurgiel. The applicant is requesting approval to install new windows on the rear and side of the building [Historic Downtown District, Ward 1].

   (B) Case No. EC-2025-039 301 First Capitol Drive. Steve Hollander. The applicant is requesting approval to install a new awning on the structure [Extended Historic Preservation District, Ward 2].

   (C) Case No. EC-2025-040 720 South Main Street. Steve Hollander. The applicant is requesting approval to install a dormer on the entryway of the outbuilding on the property [South Main Preservation District, Ward 2].

   (D) Case No. EC-2025-041 814 North 7th Street. Scott Doughman. The applicant is requesting approval to replace one window on the dwelling [Commons Preservation District, Ward 1].

   (E) Case No. EC-2025-043 218 Tompkins Street. Jean Crinean. The applicant is requesting approval to replace the existing fence with a new vinyl fence [Extended Historic Preservation District, Ward 2].

   (F) Case No. EC-2025-045 508 Jefferson Street. Steve Hollander. The applicant is requesting to minimize one window on the structure [Extended Historic Preservation District, Ward 2].

   (G) Case No. EC-2025-046 1124 South Benton Avenue. Jones Home Improvement. The applicant is requesting to construct a new deck on the rear of the dwelling [Extended Historic Preservation District, Ward 2].

   Michelle Beucke made a motion to approve the consent agenda. Jill Ryan seconded the motion. Five were in favor, none opposed, one abstained (5-0-1).

4. Removed Consent Agenda Items

5. Sign Permit Applications

(A) Sign Permit No. 2025-3445 812 South Main Street. Brittany Smith. The applicant is requesting permission to install a projecting sign for the business "Kairos's Studios" [South Main Preservation District, Ward 2]. ***Brittany Smith was present to answer questions for the Board. Steve Hollander made a motion to approve the proposed sign. John Donnelly seconded the motion. All were in favor (6-0).***

6. Structure Review

(A) Case No. EC-2025-035 1114 Lindenwood Avenue. David Capp. The applicant is requesting approval to construct a dormer on the second floor [Extended Historic Preservation District, Ward 1]. ***The applicant was not present to answer questions for the Board. Steve Hollander made a motion to table the application. Michelle Beucke seconded the motion. All were in favor (6-0). The application was tabled to the September 22, 2025 Meeting.***

(B) Case No. EC-2025-042 1116 North 2nd Street. Brandon Eckardt. The applicant is requesting approval to make several exterior alterations to the structure [Frenchtown Preservation District, Ward 1]. ***Brandon Eckardt was present to answer questions for the Board. Christi Tennyson made a motion to approve the exterior alterations. John Donnelly seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1).***

(C) Case No. EC-2025-044 216 North 10th Street. Mason Petrov. The applicant is requesting approval to make several exterior improvements to the dwelling [Extended Historic Preservation District, Ward 2]. ***Mason Petrov was present to answer questions for the Board. The application required four separate motions.***

Christi Tennyson made a motion to approve the after-the-fact approval of the removal of a full-width porch to a smaller stoop. Steve Hollander seconded the motion. All were in favor (6-0).

Steve Hollander made a motion approve the after-the-fact approval of new siding, front door, rear door, and windows on the dwelling. John Donnelly seconded the motion. All were in favor (6-0).

Steve Hollander made a motion to approve the installation of a new front façade window and removal of the inappropriate side entry door. Jill Ryan seconded the motion. All were in favor (6-0).

Michelle Beucke made a motion to approve the removal of interior chimney. Christi Tennyson seconded the motion. All were in favor (6-0).

(D) Case No. SP-2025-08 808 South 6th Street. Adam Friend. The applicant is requesting approval to construct a garage addition off the side of the dwelling [Extended Historic Preservation District, Ward 2]. ***Adam Friend was present to answer questions for the Board. Michelle Beucke made a motion to table the application in order to allow the applicant to discuss suggestions with the home owner. Steve Hollander seconded the motion. All were in favor (6-0). The application was tabled till revisions are submitted.***

(E) Case No. SP-2025-09 300 South 5th Street. Peter Schwartz. The applicant is requesting approval for the redesigned site plan for First Capitol Place Apartments [Extended Historic Preservation District, Ward 2]. ***Peter Schwartz, Robert Mangelsdorf, and Keith Kramer were present to answer questions for the Board. Michelle Beucke made a motion to approve the project updates subject to the conditions recommended by Staff. Jill Ryan seconded the motion. Five were in favor, none opposed, one abstained (5-0-1).***

7. Announcements/Reports from Officers

- ***Steve Hollander discusses the Project Cumulus withdraw from City Council.***

8. Staff Reports – ***N/A***

9. Approval of July 21, 2025 regular meeting minutes

Michelle Beucke made a motion to approve the minutes, Steve Hollander seconded the motion. Five were in favor, none were opposed, and one abstained (5-0-1).

10. Adjournment

Michelle Beucke made a motion to adjourn, Steve Hollander seconded. All were in favor (6-0).

The meeting was adjourned at 7:02p.m.

SECRETARY

9/22/2025
DATE

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): All **Sponsor(s):** All

Description:
Notice of Emergency Purchase

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

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

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

Electric Controls Company- $17,840.00

For emergency purchase/replacement of failed VFD Motor Drive at Fox Hill Pumping Station, Pump #3.

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

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 17,840.00 **Requisition #:** 20250719
Account #: 514-500-535-873199

Project #:

RCA prepared by: C. Bray Dept. Dir. ✓ Finance Dir. JS for JHO Dir. of Admin. ✓

Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

Contract # C25-251
(City Clerk will Assign)

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

Requesting Department:	Public Works	**Department Contact:**	MAURA ZACKAVEC
Vendor Name & NWS#:	#1161 - ELECTRIC CONTROLS COMPANY		
Description/Purpose:	REPLACEMENT OF FAILED VFD MOTOR DRIVE AT FOX HILL PUMPING STATION PUMP #3		
Account #:	514-500-535-873199-		
Project #:	25PWSWW001		
Requesting Waiver of*:	Requirements for Competitive Bidding		

*Attach Emergency Purchase Approval Form explaining how the delay in purchasing would possibly result in the interruption of, or detriment to the public service, and how purchase will be made.

Amount of this Routing:	$ 17,840.00	**Requisition #:**	20250719
Contract Type:	New Contract	**N/A**	Coop#: N/A
Contract Term:	09/15/2025 - 12/31/2025	**Renewal Options:**	N/A
If Renewal or Amendment: C# N/A	**Amendment #** N/A	**Renewal #** N/A	
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 17,840.00		

Certifications: to be completed by Originating Department Director	
All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

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

Printed Name:	**Signature:**	
LARRY PERNEY	Signed by: Larry Perney	9/25/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 9/26/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdiary 9/26/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 9/26/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 9/26/2025
Mayor (Signature Indicating Approval)	DocuSigned by: Daniel J. Borgmeyer 9/26/2025
City Clerk (Signature, Seal and Contract # Assigned)	Signed by: Kimberly Hudson 9/26/2025

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

CONTRACT AGREEMENT

This Contract Agreement, is made this ____ day of 9/24/2025 20____, by and between **Electric Controls Company**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner".

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 **Replacement of VFD Motor Drive on Fox Hill Pumping Station Pump #3**, as outlined in Contractor's Quote #09122025KW, a copy of which is attached as Exhibit A.

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

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

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **Seventeen Thousand Eight Hundred Forty Dollars ($17,840.00)**, 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.

ARTICLE 6. [RESERVED]

Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

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

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

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

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 available upon request and incorporated herein by this reference.

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

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

CONTRACT AGREEMENT

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.

ELECTRIC CONTROLS COMPANY:

Signed by:
KEN WISE 9/24/2025
064B87A907E54F4...
Date

By: KEN WISE Sales Manager
(Print Name & Title)

Corporate Attest (if applicable):

By: Date

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:
Lawrence S. Dobrosky, Jr. 9/26/2025 DS
3E05A81A58094AA...
Lawrence S. Dobrosky, Jr. Date
Director of Administration

Attest:

Signed by:
Kimberly Hudson 9/26/2025
70E399BA7AAF426...
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 9/26/2025
C5FB3E8A40BE40D...
Director of Finance Date

Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

City of Saint Charles, Missouri
Emergency Purchase Approval Form

Requesting Department: Public Works

For the Purchase of: Replacement VFD Motor Drive on Fox Hill Pumping Station Pump #3

From: Electric Controls Company

Basis for Emergency Purchase: Fox Hill Pump Station is an integral storage tank necessary for water storage, two primary pumps exist to move the quantities of water needed for high demand and fire flows One of these two pumps has had a motor drive unit fail and it needs to be replaced immediately to ensure redundancy for emergency response and pumping during high demand.

Submitted by: Signed by: Larry Piney C2B12E8A759A480... 9/16/2025
Department Director

Reviewed by: Signed by: Paul Feldmann CA2B39FB773142A... 9/16/2025
Purchasing Manager

Recommend by: DocuSigned by: Lawrence S. Dobrosky, Jr. 3E20A81A03094A0... 9/16/2025
Director of Administration

Approved by: DocuSigned by: Daniel J. Borgmeyer 8D36A7B1A1B0439... 9/16/2025
Mayor

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

FP:004

Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

ECC Supply

13633 Lakefront Drive
Earth City, MO 63045

Tel: (314) 645-2400
Fax: (314) 645-5309

September 12th, 2025

City of St. Charles
John Phillips
636-255-6121

Attn: Mr. Phillips

Project Name: Fox Hill Pump Station Pump #3

ECC Quote #: 09122025KW

Dear Sir,

Per your request, Electric Controls Company, Inc. is pleased to provide the following scope of work for your consideration, covering portions of the following specification sections:

Equipment/Services Provided by Electric Controls Company

(1) VFD, Remote Keypad, 6 Year Onsite Warranty

A) VFD
1. Danfoss FC202 VLT Drive, 150HP, 380-480VAC, 3PH, Chassis Style Enclosure, Rated For 190A FLA (VT), Danfoss Model # 134F0366, w/Remote Mount Keypad

B) Onsite DrivePro-Tection Warranty, 6 Year
1. Onsite, Enhanced Warranty, Covers Line Anomalies (including lightning strikes), Load Anomalies, Accidental Exposure to Moisture or Corrosives, Accidental Collision or Other Physical Damage, Defects in Workmanship or Product Material, Normal Product Wear

Motor Info: Motor HP/FLA: 150 HP, 195.5 FLA, (170 A @ 1.15 Service Factor) 480VAC, 3-Phase

Notes: Existing enclosure, contactor, circuit breaker to be reused in place.
VFD Dimensions: 35.8"H x 9.8"W x 14.8"D

(2) Onsite Services

Includes:

A) Installation & Startup. ECC will need to provide new line and load power wires, lugs. ECC will update panel drawings with new VFD info.

Delivery:

1. Submittals could be provided within 4-6 weeks after receipt of purchase order by ECC
2. Equipment delivery is 3-4 weeks after approved submittal

Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

Terms/Notes/Exclusions:

1. Price does not include any applicable taxes or fees. Tax exempt certificate must accompany purchase order, or sales tax will be charged.
2. Price valid for 60 days.
3. Payment Terms
   A. Net 30 days with 1 ½% per month add.
4. Prices quoted are for ECC to be a supplier, not a subcontractor or general contractor. Additional fees may be charged if ECC is required to be a subcontractor or general contractor.
5. Freight is included in the quoted pricing.
6. Price does not include any drawings, as-builts or any other engineering services.
7. Price only includes items described in above scope of work. Items not specifically described in above scope, but which may be required, are assumed to be provided by others, and may result in additional cost to this contract if ECC is to provide. **Price does not include the following, unless specifically mentioned in the scope**:
   A. Spare parts
   B. Drawings of any kind (conduit/wire layout, loop drawings, etc.), other than control panel drawings for equipment provided above.

Sincerely,

Kenneth Wise
ECC Supply Company, Inc.

Pricing:

Qty	Description	Price
1	Danfoss 150HP 190A VFD	
1	Danfoss Remote Keypad Kit	
1	Misc Parts For Install (Lugs, Wire)	
1	6 Year Onsite Warranty	
1	Install and Startup	
	Total Not-To-Exceed Price:	**$17,840.00**

To purchase the above scope of work:

1. Please enter information below OR send purchase order w/ same information, and return to ECC.
2. Include copy of State Tax Exempt certificate with returned documents.

Total Price Accepted (Indicate options above)..... $17,840.00

Accepted By: _____ (Printed Name of Purchaser)

Purchase Order #: _____

Signature: _____ (Signature of Purchaser)

Date: _____/_____/_____

Position: _____ (Position of Purchaser

Entity: _____ (Company/Municipality/District)

Phone: _____

E-mail: _____

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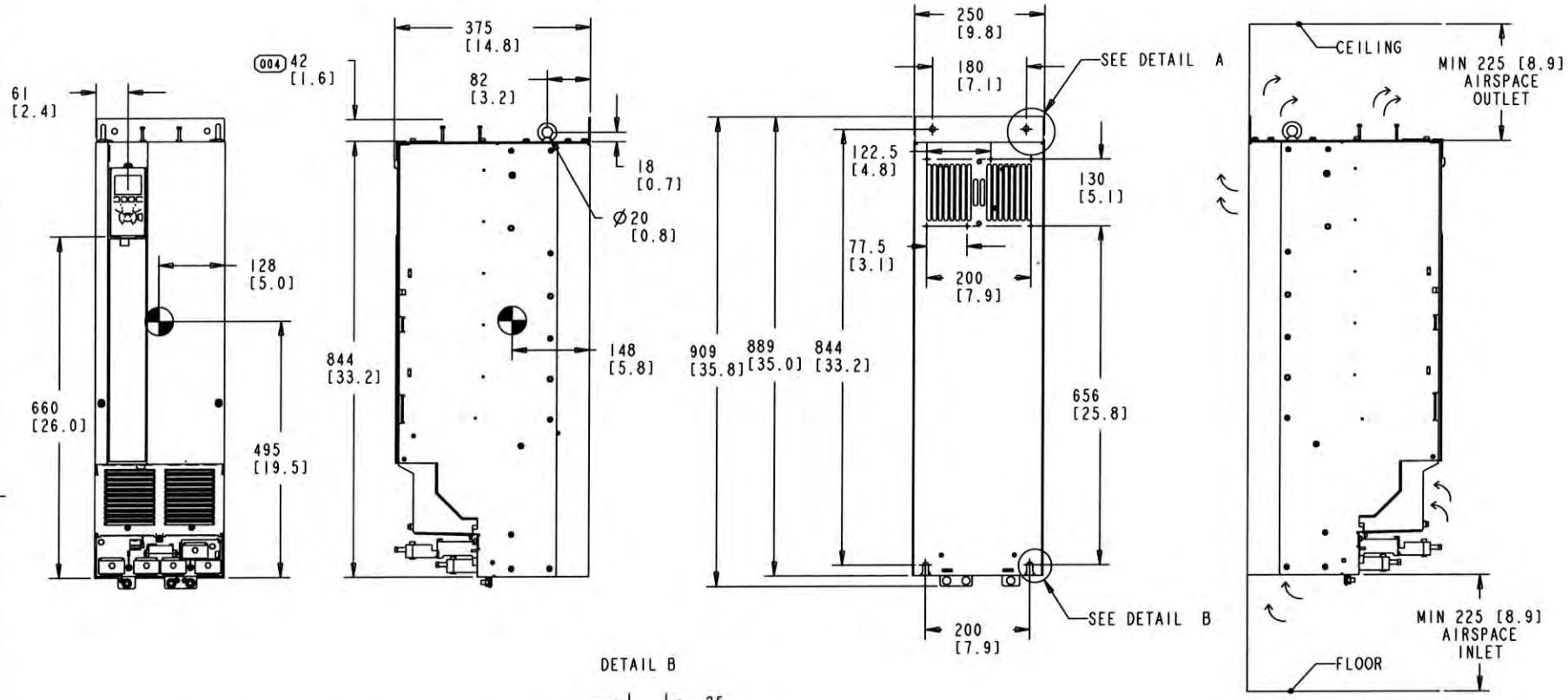

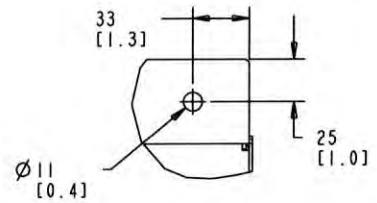

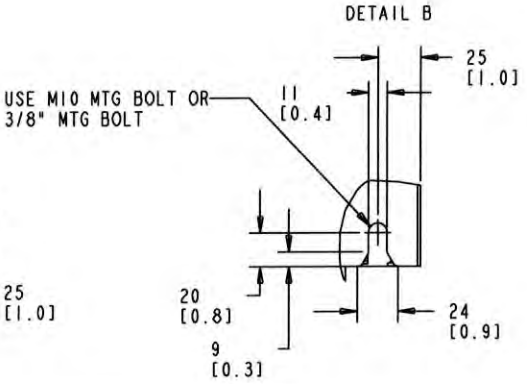

1. MAX AIRFLOW (BACKCHANNEL) - 7 M³/MIN (250 CFM)
2. MAX AIRFLOW (CABINET) - 1.7 M³/MIN (60 CFM)
3. MAX WEIGHT = 62 KG (135 LBS)
4. CENTER OF GRAVITY:
   APPROXIMATE LOCATION ONLY, LOCATION MAY
   VARY BASED ON POWER RATING AND OPTIONS ORDERED.

Ⓥ CRITICAL CHARACTERISTICS
▽ KEY CHARATERISTICS
⬭ INSPECTION
MUST COMPLY TO ROHS DIRECTIVE 2011/65/EU

INTERPRET DIM. & TOL. PER ASME Y14.5M-1994 ALL DIMENSIONS ARE IN MILLIMETERS TOLERANCES UNLESS OTHERWISE SPECIFIED .X±0.4 .XX±0.2 ∠±0.5	THIRD ANGLE PROJECTION	SCALE 0.175 SIZE A2
PDM CONTROLLED DRAWING NOT VALID WITHOUT FROZEN DATE IN ID STAMP		
CHARGED BC 04/10/19		
DESIGNED CCH 04/17/11		
CHECKED		
CONFIDENTIAL: PROPERTY OF DANFOSS A/S NORDBORG, DENMARK. NOT TO BE HANDED OVER TO BE COPIED OR BE USED BY A THIRD PARTY. TWO OR THREE DIMENSIONAL REPRODUCTION OF CONTENTS TO BE AUTHORIZED BY DANFOSS A/S.		

MATERIAL	N/A
FINISH	NA
DESCRIPTION	INSTALLATION DRAWING, D3H, IP20/CHASSIS
DRAWING NUMBER	177R0339
REV	005
TEMPL	P454_D1_PRODUCTION
SHEET	1 OF 4

Docusign Envelope ID: 9A0FCB01-8C8C-463C-8A30-466EB83D23A3

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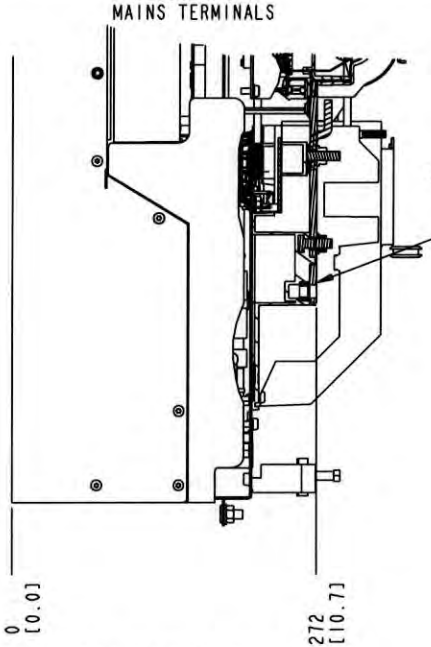
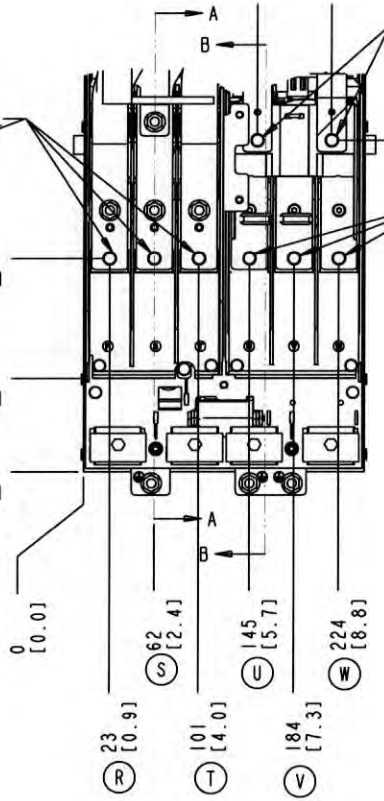
SECTION A-A
MAINS TERMINALS



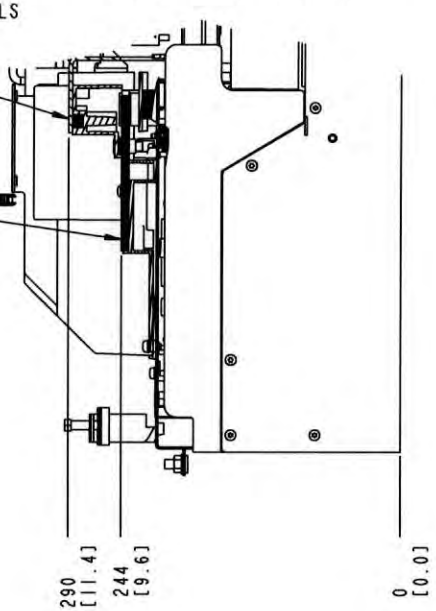
MAINS TERMINAL



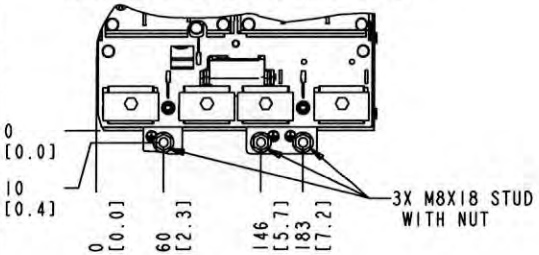
BRAKE / REGEN TERMINALS

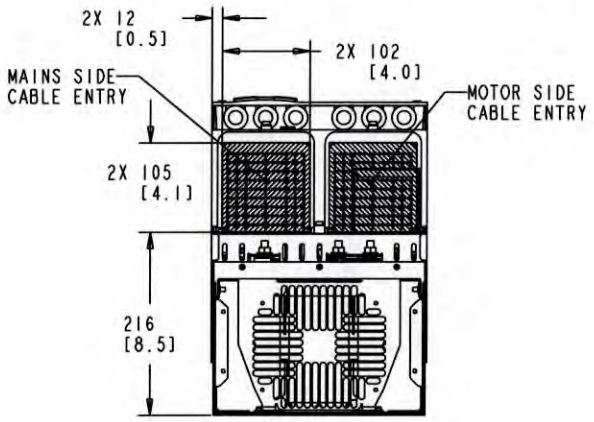
MOTOR TERMINAL

SECTION B-B
MOTOR TERMINALS AND
BRAKE / REGEN TERMINALS



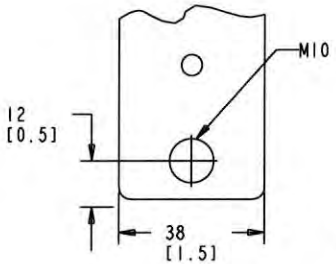
EARTHING / GROUNDING CONNECTIONS



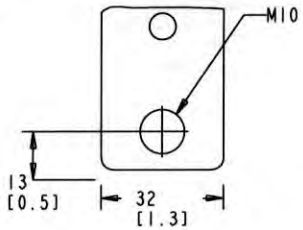


BOTTOM VIEW

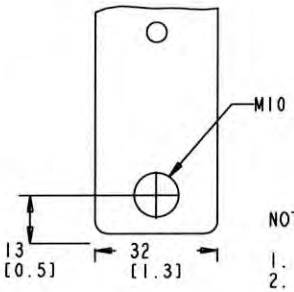
BOTTOM BRAKE / REGEN
TERMINAL



MAINS TERMINAL



MOTOR TERMINAL



NOTES:

1. PLACE CABLES THROUGH MARKED AREAS
2. 95MM² (3/0) MAX WIRE SIZE

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P454_01_PRODUCTION	2 OF 4

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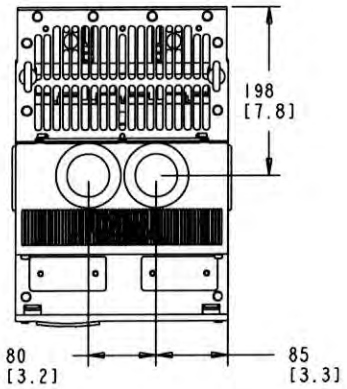
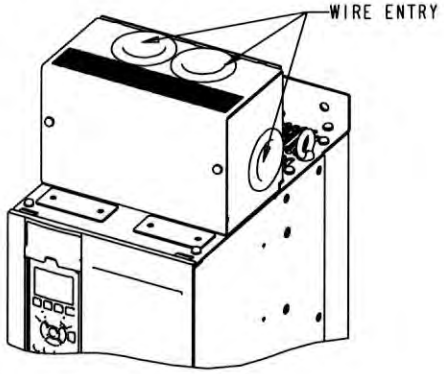
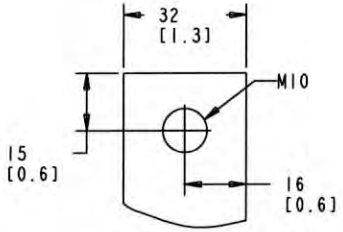
TOP REGEN / LOAD SHARE
TERMINALS WITH OPTION COVER

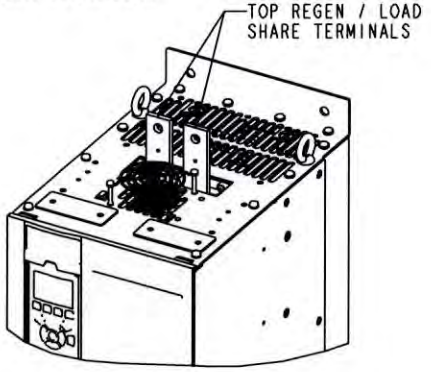


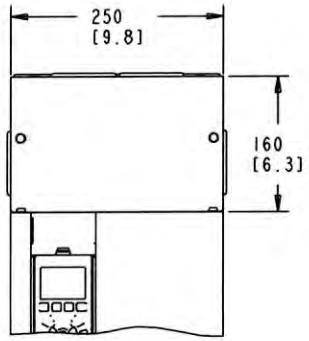


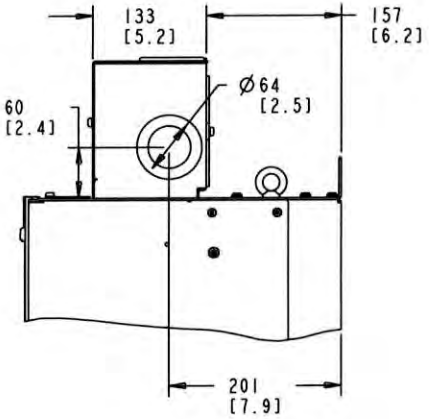
TOP REGEN / LOAD SHARE TERMINALS
(WITHOUT TERMINAL COVER INSTALLED)

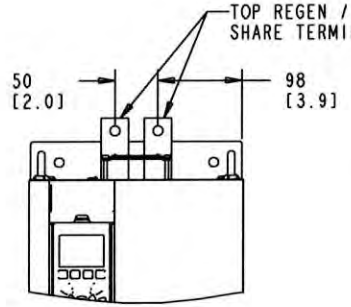


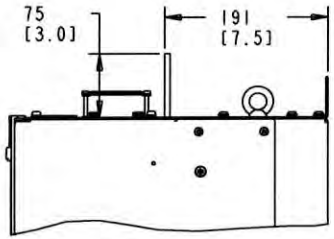
TOP REGEN / LOAD
SHARE TERMINAL











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Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

THE TABLES BELOW MAY BE USED TO CONFIRM THE CORRECT FRAME SIZE AND DRAWING FOR A SPECIFIC DRIVE RATING (POWER AND VOLTAGE). THIS DRAWING IS FOR D3H FRAMES, THE TABLES BELOW IDENTIFY WHICH DRIVES ARE REPRESENTED BY THIS DRAWING.

KW RATED DRIVES							
KW HIGH OVERLOAD	45	55	75	90	110	132	160
KW NORMAL OVERLOAD	55	75	90	110	132	160	200
(004) 230V	D3H	D3H					
400V			D3H	D3H	D3H	D3H	
500V					D3H	D3H	D3H
525V	D3H		D3H	D3H	D3H		
690V		D3H	D3H	D3H	D3H	D3H	

HORSEPOWER RATED DRIVES							
HP HIGH OVERLOAD	60	75	75	100	125	150	200
HP NORMAL OVERLOAD	75	100	110	125	150	200	250
(004) 230V	D3H	D3H					
460V					D3H	D3H	D3H
575V	D3H		D3H	D3H	D3H	D3H	D3H

THE TABLE BELOW CAN BE USED TO DETERMINE THE FRAME SIZE IF THE SPECIFIC MODEL/TYPECODE IS KNOWN.

PLATFORM	VOLTAGE	MODEL/TYPECODE	FRAME(IP20)
HVAC	(004) T2	FC-102N55KT2	D3H
		FC-102N75KT2	
	T4	FC-102N110T4	
		FC-102N132T4	
		FC-102N160T4	
	T7	FC-102N75KT7	
		FC-102N90KT7	
		FC-102N110T7	
		FC-102N132T7	
		FC-102N160T7	
AQUA	(004) T2	FC-202N55KT2	
		FC-202N75KT2	
	T4	FC-202N110T4	
		FC-202N132T4	
		FC-202N160T4	
	T7	FC-202N75KT7	
		FC-202N90KT7	
		FC-202N110T7	
		FC-202N132T7	
		FC-202N160T7	
AUTOMATION	(004) T2	FC-302N45KT2	
		FC-302N55KT2	
	T5	FC-302N90KT5	
		FC-302N110T5	
		FC-302N132T5	
	T7	FC-302N55KT7	
		FC-302N75KT7	
		FC-302N90KT7	
		FC-302N110T7	
		FC-302N132T7	

Docusign Envelope ID: EABAD111-3FBD-4515-8D42-2FE208EFBCD3

PRODUCT DETAILS – 134F0366

VLT® AQUA DRIVE FC 200

Danfoss VLT® AQUA Drive is dedicated to water and wastewater applications. With a wide range of powerful standard and optional features, the VLT® AQUA Drive provides the lowest overall cost of ownership for water and wastewater applications.

Product data
110 KW / 150 HP, 380 - 480 VAC, Three phase, IP20 / Chassis

No Mains Option, Graphical Loc. Cont. Panel, RFI Class A2 (C3),
Coated PCB, No A Option, No B Option,
No C1 option, No D option,Standard Cable Entries, No adaptation,No brake chopper,
Frame Size: D3H

FC-202N110T4E20H2XGCXXXSXXXXAXBXCXXXXDX
MECHANICAL DRAWING:
ELECTRICAL DRAWING:

QUANTITY (PC) 1 ADD TO CART

GENERAL INFORMATION

CODE NO.	200_SER – 134F0366
NAME	110 KW / 150 HP, 380 - 480 VAC, Three phase, IP20 / Chassis No Mains Option, Graphical Loc. Cont. Panel, RFI Class A2 (C3),Coated PCB, No A Option, No B Option, No C1 option, No D option, Standard Cable Entries, No adaptation, No brake chopper, FRAME SIZE: D3H FC-202N110T4E20H2XGCXXXSXXXXAXBXCXXXXDX MECHANICAL DRAWING: ELECTRICAL DRAWING:

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Certificate Of Completion

Envelope Id: 94D333D2-6BD1-4809-AB94-458085ADE754
Subject: Please DocuSign: Emergency Purchase Form- VFD Motor - Pump #3
Source Envelope:
Document Pages: 8
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
9/15/2025 10:03:10 AM

Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None)	Signed by: Larry Perney C2B12E8A759A480... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/15/2025 10:06:25 AM Viewed: 9/16/2025 8:27:11 AM Signed: 9/16/2025 8:28:02 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/16/2025 8:28:03 AM Viewed: 9/16/2025 8:29:07 AM Signed: 9/16/2025 8:30:48 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/16/2025 8:30:50 AM Viewed: 9/16/2025 10:04:08 AM Signed: 9/16/2025 10:04:14 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Mayor` City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/16/2025 10:04:16 AM Viewed: 9/16/2025 1:02:39 PM Signed: 9/16/2025 1:02:52 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Amy Milstead amy.milstead@stcharlescitymo.gov Mayor Executive Assistant City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 35.130.51.195	Sent: 9/16/2025 10:04:16 AM Viewed: 9/16/2025 10:04:53 AM

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/16/2025 1:02:54 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Certified Delivered	Security Checked	9/16/2025 10:04:53 AM
Signing Complete	Security Checked	9/16/2025 1:02:52 PM
Completed	Security Checked	9/16/2025 1:02:54 PM

Payment Events	Status	Timestamps

docusign

Certificate Of Completion

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Subject: Please DocuSign: ECC - VFD MOTOR REPLACEMENT @ FOX HILL
Source Envelope:
Document Pages: 14
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2
Initials: 0

Status: Declined

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
9/17/2025 11:16:45 AM

Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov

Location: DocuSign

Signer Events	Signature	Timestamp
KEN WISE KWISE@ECCSTL.COM Sales Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/22/2025 1:11:40 PM ID: e0790d9a-2276-4d0d-a090-06c46a5fe892	Signed by: KEN WISE 064B87A907E54F4... Signature Adoption: Pre-selected Style Using IP Address: 137.26.36.187	Sent: 9/17/2025 11:20:36 AM Resent: 9/18/2025 1:37:56 PM Viewed: 9/22/2025 1:11:40 PM Signed: 9/24/2025 12:29:43 PM
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Larry Perney C2B12E8A759A480... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/24/2025 12:29:45 PM Viewed: 9/24/2025 1:22:17 PM Signed: 9/24/2025 1:23:26 PM
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) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Declined Decline Reason: should be routed on Pink contract routing slip (Emergency Purchase)	Sent: 9/24/2025 1:23:28 PM Viewed: 9/24/2025 1:57:08 PM Declined: 9/24/2025 1:58:30 PM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp

LEGAL REVIEW

Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Lawrence S. Dobrosky, Jr.
lawrence.dobrosky@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
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

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

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

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/17/2025 11:20:37 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lawrence.perney@stcharlescitymo.gov

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

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

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

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Certificate Of Completion

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Subject: Please DocuSign: Pink-CRS- ECC - VFD MOTOR
Source Envelope:
Document Pages: 20
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 10
Initials: 2
Stamps: 1

Status: Completed

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
9/24/2025 3:41:16 PM

Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: C2B12E8A759A480... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/24/2025 3:42:53 PM Viewed: 9/25/2025 8:13:09 AM Signed: 9/25/2025 8:13:26 AM
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) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 9/25/2025 8:13:28 AM Viewed: 9/25/2025 8:33:48 PM Signed: 9/25/2025 8:35:13 PM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/25/2025 8:35:15 PM Viewed: 9/26/2025 2:32:12 PM Signed: 9/26/2025 2:33:52 PM
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/26/2025 2:33:55 PM Viewed: 9/26/2025 2:38:48 PM Signed: 9/26/2025 2:39:38 PM

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: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 9/26/2025 2:39:41 PM Viewed: 9/26/2025 2:58:30 PM Signed: 9/26/2025 2:58:44 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/26/2025 2:58:48 PM Viewed: 9/26/2025 3:12:07 PM Signed: 9/26/2025 3:12:18 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/26/2025 3:12:23 PM Viewed: 9/26/2025 3:15:08 PM Signed: 9/26/2025 3:15:22 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Mayor` City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/26/2025 3:15:25 PM Viewed: 9/26/2025 3:37:43 PM Signed: 9/26/2025 3:38:01 PM
Kimberly Hudson kimberly.hudson@stcharlescitymo.gov city clerk.... City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Kimberly Hudson 70E399BA7AAF426... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/26/2025 3:38:04 PM Viewed: 9/26/2025 4:46:36 PM Signed: 9/26/2025 4:47:43 PM
Deborah Ryan deborah.ryan@stcharlescitymo.gov Deputy City Clerk City of Saint Charles, MO Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	**Completed** Using IP Address: 35.130.51.195	Sent: 9/26/2025 4:47:48 PM Viewed: 9/29/2025 9:47:23 AM Signed: 9/29/2025 9:49:30 AM

Signer Events	Signature	Timestamp
Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/26/2025 3:12:21 PM Viewed: 9/29/2025 7:40:34 AM
Amy Milstead amy.milstead@stcharlescitymo.gov Mayor Executive Assistant City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/26/2025 3:15:25 PM
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/29/2025 9:49:35 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2025 3:42:53 PM
Certified Delivered	Security Checked	9/29/2025 9:47:23 AM
Signing Complete	Security Checked	9/29/2025 9:49:30 AM
Completed	Security Checked	9/29/2025 9:49:35 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Jonathan Silver/Grace C.
Vendor Name & NWS#:	CRAWFORD MURPHY & TILLY INC / 2020		
Description/Purpose:	Authorization to execute Supplemental Agreement #2 with Crawford, Murphy, & Tilly, Inc. for a time extension to satisfy Federal requirements for reimbursements. Total contract not to exceed $986,983.56.		
Account #:	N/A		
Project #:	23ENGST002		
Amount of this Routing:	$ 0.00	**Change PO #:**	N/A
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	Completion of Project	**Renewal Options:**	
If Renewal or Amendment: C#	23-241	**Amendment #** 2	**Renewal #**
Original Contract Value:	$ 885,606.91	**Total of Previous Amendments:**	$ 101,376.65
Total Contract Value:	$ 986,983.56		

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:	**Signature:**
Dan Mann	DocuSigned by: Dan Mann 9/24/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 9/25/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 9/25/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 9/25/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 9/25/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/07/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): 1 **Sponsor(s):** Consent Agenda

Description:
Authorization to execute Supplemental Agreement #2 with Crawford, Murphy, & Tilly, Inc. for a time extension to satisfy Federal requirements for reimbursements. Total contract not to exceed $986,983.56.

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

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

Summary:
The project requires a time extension supplemental agreement to comply with federal regulations for funding reimbursements. The original contract with Crawford, Murphy, and Tilly, Inc. had Plans, Specification, & Estimate (PS&E) due date of August 29,2025. This supplemental agreement will revise the due date for PS&E to August 28,2026.

Staff recommends approval of this Supplemental Agreement.

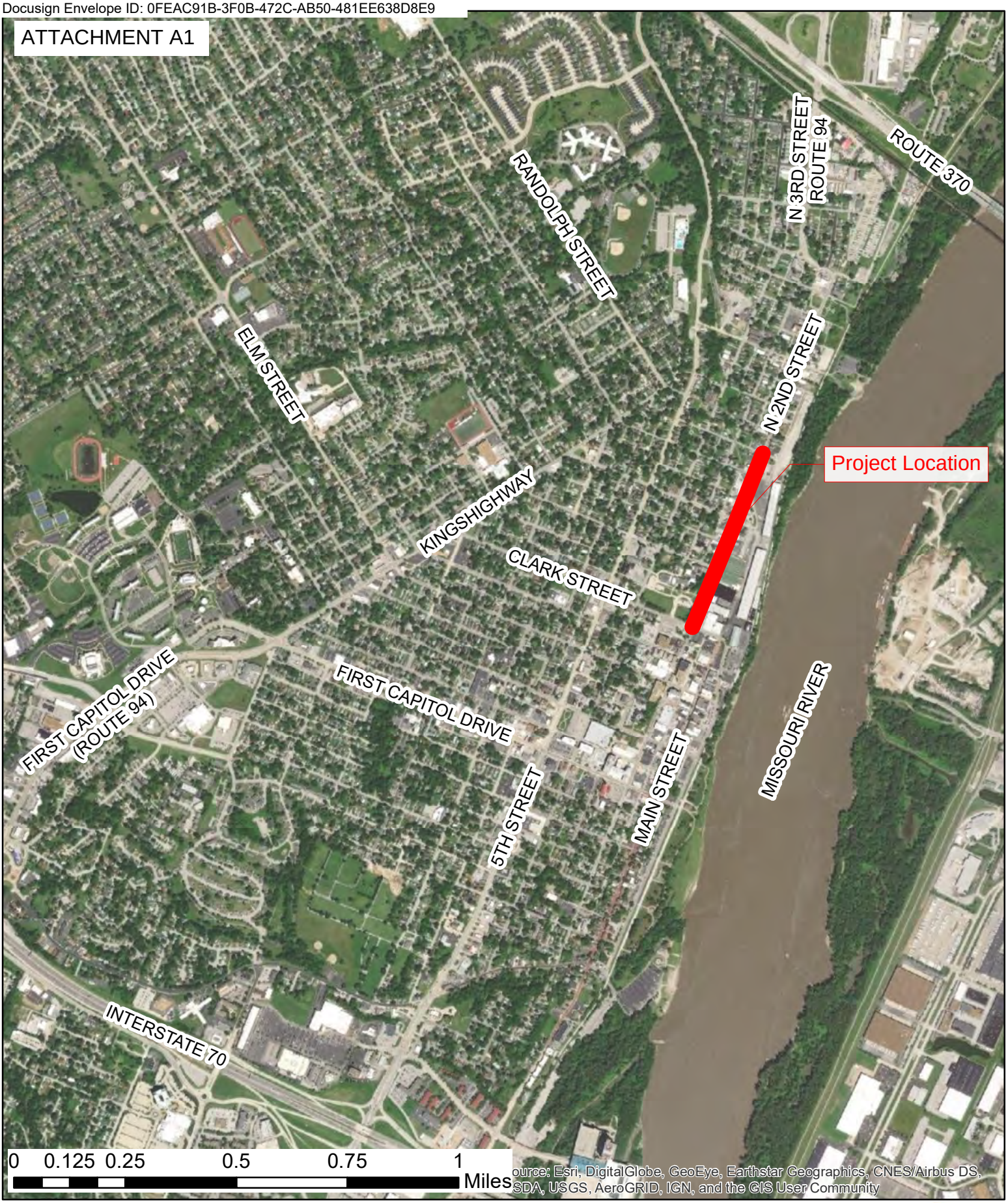
Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 0.00 **Change PO #:** N/A
Account #: N/A

Project #: 23ENGST002

RCA prepared by: JS/GC Dept. Dir. DM Finance Dir. MP Dir. of Admin. LSD

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

ATTACHMENT A1



N
W E
S

N Second Street Improvements
Project Location Map

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC

THIS SUPPLEMENTAL AGREEMENT NO. 1 to the Engineering Services Contract made and entered into this _____ day of _____, 2025 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on September 7, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "North Second Street Improvements", hereinafter "PROJECT". The original contract value was $885,606.91.

WHEREAS, on February 11, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $101,376.65 for a total contract value of $986,983.56.

WHEREAS, the CITY desires to have work performed by the ENGINEER after the original contract end date. This Supplemental Agreement shall hereby revise Article V of the original agreement as contained herein,

(1) REVISION: **ARTICLE V – PERIOD OF SERVICE**

Item A: PS&E Approval by MoDOT shall be completed by ~~August 29, 2025~~ **August 28, 2026**

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC

CRAWFORD, MURPHY, &TILLY, INC.

R. Jay Rakers 9/4/2025

Signature Date

R. Jay Rakers

Printed Name

CITY OF ST. CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

ATTEST:

9/4/2025

Signature Date

BRAD SPANBERGER

Printed Name

ATTEST:

City Clerk Date

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 9/25/2025
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 1 to the Engineering Services Contract made and entered into this 11 day of FEBRUARY, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on September 7th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "North Second Street Improvements" hereinafter "PROJECT". The original contract value was $885,606.91.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 1 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed One Hundred One Thousand Three Hundred Seventy-Six dollars, and Sixty-Five cents ($101,376.65).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $101,376.65 for these additional services.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $885,606.91 to $986,983.56.

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

Original Contract Ceiling	$ 885,606.91
Supplemental Agreement No. 1	$ 101,376.65
TOTAL	**$ 986,983.56**

CRAWFORD, MURPHY, & TILLY, INC.

R. Jay Rakers 12/20/2024
Signature Date

R. Jay Rakers
Printed Name

ATTEST:

Kevin Fuller 12/20/2024
Signature Date

Kevin Fuller
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer 2/11/2025
8D36AFB1A1BD439...
Daniel J. Borgmeyer, Mayor Date

ATTEST:

DocuSigned by:
Kimberly Hudson 2/11/2025
70E399BA7AAF426...
City Clerk Date

Kimberly Hudson

DS

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, AND TILLY, INC.

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 1/29/2025
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

ATTACHMENT A

City of Saint Charles – Department of Engineering
N. 2nd Street Improvements – 23ENGST2 – TAP-7303(622)

SUPPLEMENT NO. 1 - SCOPE OF SERVICES

TASK 12 EDSI

Perform basement surveys for 20 buildings along 2nd Street between Clark and Bayard, which pose an unexplored risk to the 2nd Street Improvements project. This involves fields work which includes but is not limited to, entering designated buildings at times and dates suitable with the property owner, inspecting basements of such buildings to measure the extents of the basement and, if applicable, how far under existing 2nd Street sidewalks they extend to. This work also includes coordination with the City on scheduling these surveys, as well as the processing of survey data, annotation of drawings, and direct costs as noted in the fee breakdown (Attached).

TASK 15 TREKK DESIGN GROUP

Hydrologic and hydraulic analysis, inlet spacing, vertical design, from Decatur to Lawrence Street (original prime contract only included Lawrence Street to Bayard Street – see TREKK Scope & Fee, “Assumptions & Exclusions”). This supplement also includes the coordination and design hours required for tying into TWM’s trunkline from Clark to Decatur. Also includes plan production services, QA, quantity tabulation, additional green infrastructure design,

END OF DOCUMENT

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

EDSI
ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

Project: Frenchtown - Basement Surveys

Prepared by: Brett Brooks

Date Prepared: December 11, 2024

Topographic Survey & Mapping Fee	**$24,127** *

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

Engineering Design Source, Inc.

Date Prepared: December 11, 2024

Project Name: Frenchtown - Basement Surveys

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Topographic Survey							
1.1 Coordination & Scheduling		8		20			28
1.2 Field Work - 20 Buildings					80		80
1.3 Process Data			20				20
1.4 Annotate Drawings				8			8
1.5 QA/QC		8					8
SUB-TOTAL HOURS	**0**	**16**	**20**	**28**	**80**	**0**	**144**
MAN HOURS BY CLASSIFICATION	**0**	**16**	**20**	**28**	**80**	**0**	**144**
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	$86.00	$64.17	$46.94	$34.69	$64.58	$38.80	
Overhead Rate 145.81%	$125.40	$93.57	$68.44	$50.58	$94.16	$56.57	
Profit 14%	$29.60	$22.08	$16.15	$11.94	$22.22	$13.35	
Average Hourly Billing Rate	**$240.99**	**$179.82**	**$131.54**	**$97.21**	**$180.97**	**$108.73**	**LABOR-TOTAL**
COST BY CLASSIFICATION	$0	$2,877	$2,631	$2,722	$14,477	$0	**$22,707**

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying	$20.00	$20.00	1	Lump Sum
Vehicle Usage	$1,300.00	$65.00	20	Per Day
Misc. Survey Supplies	$100.00	$100.00	1	Lump Sum
DIRECT COST - TOTAL	**$1,420.00**			

Assumptions: Notification letters will be sent by the City

Survey Total Fee	**$24,127**

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

ESTIMATED HOURS

TREKK Design Group

City of St. Charles Proj. No. 23ENGST2

TREKK Proj. No. 23-0275

2nd Street

CLASSIFICATION	Principal	Project Manager	Prof. Engineer III	Project Designer I	Project Engineer II	Prof. Land Surveyor II	Survey Technician I	Survey Crew	Admin	TOTAL
Task 4 - Preliminary Plans										
Coordination & Meetings with Design Team & City		8								
Field Visit		3	3							
Storm Sewer Coordination		4								
Storm Sewer Design										
Drainage Areas		1	6		9					
Calculate Runoff		1	6		9					
Perform hydraulic calculations for closed drainage systems		8	30		60					
Preliminary Sheets for Storm Sewer										
Plan Sheet		2	8	24	10					
Stormwater Design Report		8	16							
Quantities & Cost Estimate			8	8						
Quality Control	2	8								
Address Comments		8	16	8						
Task 4 - Subtotal	**2**	**51**	**93**	**40**	**88**	**0**	**0**	**0**	**0**	**274**
Task 5 - Right of Way Plans										
Coordination & Meetings		1								
Update TCE/easement limits for drainage impacts		1	2							
Quantities & Cost Estimate			4							
Quality control		2								
Address comments		1	2							
Task 5 - Subtotal	**0**	**5**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**13**
Task 6 - Final Plans										
Coordination & Meetings		4								
Summary of Quantities		2	4	4						
Storm Sewer Design		2	16	12	12					
Storm Sewer Profiles		2	8	20	16					
Final Sheets for Storm Sewer			8	16	8					
Stormwater Hydraulic Report		4	16		8					
Quantities & Cost Estimate		2	2	2						
Quality Control	1	4								
Address Comments		2	4	4						
Task 6 - Subtotal	**1**	**22**	**58**	**58**	**44**	**0**	**0**	**0**	**0**	**183**
Total Estimated Hours	**3**	**78**	**159**	**98**	**132**	**0**	**0**	**0**	**0**	**470**

Assumptions & Exclusions:

1 TWM provides the starting HGL

2 TWM to design trunk sewer from Clark Street to station 17+00

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

EXHIBIT C - SCHEDULE OF FEES
TREKK DESIGN GROUP
City of St. Charles Proj. No. 23ENGST3
TREKK Proj. No. 23-0275
2nd Street
12/12/2024

Direct Salary						
Classification	**Hourly Rate**		**Estimated Hours**			**Total Labor Cost**
Principal	$ 75.00	@	3.00			$ 225.00
Project Manager	$ 70.50	@	78.00			$ 5,499.00
Prof. Engineer III	$ 51.50	@	159.00			$ 8,188.50
Project Engineer II	$ 40.00	@	132.00			$ 5,280.00
Project Designer I	$ 46.50	@	98.00			$ 4,557.00
Admin	$ -	@	-			$ -
Subtotal			470			$ 23,749.50
Overhead Rate @ 183.29%						$ 43,530.46
Fixed Fee @ 14.2%						$ 9,553.75
FCCM @ 1.63%						$ 387.12
Subtotal						$ 77,220.83
Direct Expenses						
Vehicles						
Personal and Company Cars		44 @	$ 0.655	per mile		$ 28.82
TOTAL ESTIMATED FEE						**$ 77,249.65**

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

ATTACHMENT B
N. 2ND ST. IMPROVEMENTS - CITY PROJ. NO. 23ENGST2, TAP-7303(622)
ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 1

FEE SUMMARY

FIRM		FEE	HOURS	% OF TOTAL FEE
CMT	$	518,721.22	3270	52.56%
EDSI *	$	137,576.00	885.5	13.94%
SCI ENGINEERING	$	65,830.93	315	6.67%
SWT DESIGN	$	94,369.02	642	9.56%
TREKK DESIGN GROUP *	$	162,986.37	986	16.51%
TWM, INC.	$	7,500.02	58.5	0.76%
TOTAL	**$**	**986,983.56**	**6157**	**100.00%**

* DBE Estimated Participation =	30.45%	percentage of fee

SPONSOR: City of St. Charles, Missouri
LOCATION: North Second Street, St. Charles, MO
PROJECT: Frenchtown Great Streets: N. Second St Improvements – TAP-7303(622)

THIS CONTRACT is between *CITY OF ST. CHARLES*, Missouri, hereinafter referred to as the "Local Agency", and *CRAWFORD, MURPHY & TILLY, INC.,* hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Progam (TAP)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *mill and fill the pavement, install ADA sidewalks, permeable paver parking lanes, and add streetscape* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES
See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **12%** of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete **22.49%** of the total services to be performed under this Agreement, by dollar value. The final percentage will depend on the actual services rendered (it is currently an estimate) during the design phase. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Engineering Design Source, Inc. (EDSI) 16141 Swingley Ridge Rd., Suite 300 Chesterfield, MO 63017	Topographic and right-of-way surveys, plats and descriptions	$113,449.00	$113,449.00	100.00%

TREKK Design Group, LLC, 1411 E. 104th St, Kansas City, MO 64131	Storm sewer design, green infrastructure	$85,736.72	$85,736.72	100.00%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on ***August 29, 2025.***

B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in

writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **$56,824.59**, with a ceiling established for said design services in the amount of **$885,606.91**, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **N/A**, with a ceiling established for said inspection services in the amount of **N/A**, which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at **170.43%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at **0.33%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve

the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Engineering Design Source, Inc. (EDSI)	16141 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017	Topographic and right-of-way surveys, plats and descriptions
SWT Design	7722 Big Bend Blvd. St. Louis, MO 63119	Landscape, hardscape, community engagement, green infrastructure, LA design support
SCI Engineering, Inc.	130 Point West Blvd. St. Charles, MO 63301	Geotechnical and soil investigations, cultural resources (architectural and archaeological) hazardous materials, pavement cores
TREKK Design Group, LLC	1411 E. 104th St. Kansas City, MO 64131	Drainage, stormwater, green infrastructure
TWM, Inc.	4940 Old Collinsville Rd Swansea, IL 62226	Drainage, stormwater

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency

upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT
The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS
The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS
The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY
The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION
The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION
CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE
A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or

death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service
Attachment B - Estimate of Cost
Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.
Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
Attachment E – DBE Contract Provisions
Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

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Executed by the Engineer this 25th day of August, 2023.

Executed by the City this 7th day of SEPTEMBER, 2023.

FOR: CITY OF ST. CHARLES , MISSOURI

DocuSigned by:
Daniel J. Borgmeyer
8D36AFB1A1BD430...

BY: _____ 9/7/2023 DS

Daniel J. Borgmeyer, Mayor

DocuSigned by:
Kimberly Hudson
70E399BA7AAF426...

ATTEST: _____ 9/7/2023

City Clerk
Kimberly Hudson

FOR: CRAWFORD, MURPHY, & TILLY, INC.

BY: Kevin Fuller - Vice President

Kevin Fuller Title

ATTEST: R. Jay Rakers

R. Jay Rakers

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

DocuSigned by:
Jessica Steffen
3D3912B8B3DC42C...

8/29/2023

Director of Finance
Jessica Steffen

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ATTACHMENT A

City of Saint Charles – Department of Engineering
N. 2nd Street Improvements – 23ENGST2, TAP-7303(622)

SCOPE OF SERVICES

GENERAL

CMT's current understanding of the project forms the basis for the proposed scope of services (as described in this Attachment A) and associated compensation (as described in Attachment B).

The Project Charter, located at the end of Attachment A, describes the project's general description and guidelines to follow.

PROJECT SCOPE

The scope of services associated with the project includes the following:

TASK 1 CMT PROJECT ADMINISTRATION

1. Quality assurance plan
2. Progress reports and invoicing
3. City coordination
4. Subconsultant coordination
5. Agency and development coordination
6. Core team meetings
7. Design team meetings
8. Correspondence

TASK 2 CMT DATA COLLECTION

1. Review available data including current Clark/2nd Street plans
2. Project site visits
3. Development plans review

TASK 3 CMT CONCEPT DESIGN

1. Concept design workshop (prep and attend)
2. Design two concept alternatives
3. Concept typical section and plan exhibits
4. Concept estimates and summaries
5. Complete preferred concept
6. Design criteria memorandum

TASK 4 CMT PRELIMINARY DESIGN

Preliminary plans shall include property lines and ownership, critical design items, typical sections, roadway and intersection geometrics, sidewalk/ADA plan, driveway design, pavement marking plan, access management plan, roadside design elements, working cross sections, drainage design, building downspout consideration/details, green infrastructure layout, landscape and furnishing layout, lighting layout, signing layout, required structural details (balconies), utility relocation and power undergrounding plan, traffic control narrative, removal of improvement callouts, right-of-way acquisitions, construction cost estimates, and the required environmental work to submit a preliminary RER.

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The CONSULTANT shall prepare:

1. Preliminary design
2. Preliminary plan sheets
3. Preliminary cost estimate (construction and utility)
4. QAQC
5. Prepare/submit preliminary plan package
6. Preliminary field check and meeting
7. Address preliminary comments

TASK 5 CMT RIGHT OF WAY DESIGN

Right of way plans will update the preliminary design and will provide confidence so that the necessary plats and legal descriptions needed for right of way acquisition are accurately depicted, along with showcasing removals, driveway slopes and any other impacts to the current property owners. Tasks include:

1. Update/refine design for right of way acquisition confidence
2. Incorporate anticipated utility plans of adjustment
3. Finalize right of way and easement lines
4. Right of way plan sheets
5. Right of way cost estimate (construction and utility)
6. QAQC
7. Prepare/submit right of way plan package
8. Address right of way comments
9. Coordinate plats and descriptions with EDSI
10. Revise right of way plans due to negotiations
11. Attend four meetings with property owners

TASK 6 CMT FINAL DESIGN

1. Final design
2. Final plan sheets
3. Final cost estimate (construction and utility)
4. Job special provisions and supporting PS&E data
5. QAQC
6. Prepare/submit final plan package (95% level)
7. Final field check and meeting
8. Address final plan comments
9. Prepare/submit sealed final plan package (100% level)

TASK 7 CMT COMMUNITY RELATIONS

Community relations task will ensure support for the project builds throughout the entire design and through construction. This task builds largely on previous planning work done but will be uniquely identified as the implementation phase. The community relations task will focus on community vision while placing importance on operations and maintenance needs of the final design. Tasks include:

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1. Project administration –
    a. Project Brand - CMT will develop a project brand that is consistent with the Great Streets programming previously done during the planning phase. Digital versions of the project logo will be provided to City staff to use on the city project website.
    b. Public Involvement Plan – CMT will collaborate with the core team on the final agreed upon public involvement plan which will include a full calendar of key engagement milestones.

2. Advisory Group Meetings
    a. Technical Advisory Team – CMT will host 3 technical advisory team meetings with a group of key stakeholders identified with the core team and outlined in the public engagement plan. The role of this group is to serve as a review panel of design options prior to sharing with the implementation team or the general public. CMT is responsible for identifying meeting space, sending invites, monitoring responses, and compiling meeting notes.
    b. Frenchtown Implementation Team – CMT will host 3 implementation team meetings with a group of key community residents identified with the core team and outlined in the public engagement plan. The role of this group is to serve as a review panel for community vision throughout the design process. CMT is responsible for identifying meeting space, sending invites, monitoring responses, and compiling meeting notes.

3. Frenchtown Design Week – Working within the project brand, CMT will identify a week in the fall as Frenchtown Design Week. Key project meetings will be held during this week, and City staff will be able to use an engagement toolkit to further reach the community about the project. Frenchtown Design Week tasks include:
    a. Community Audits – CMT will host 2 community walk shops (2-hour duration) for community members to walk the site as currently, and vision for final design options. CMT will prepare key talking points and visioning exercises to be delivered to the City so that City staff can complete additional walk shops if necessary.
    b. Engagement Toolkits – CMT will develop an engagement toolkit that can be used by City staff to reach a wider audience of the community. All materials will be delivered in PDF format to the City. Elements of the engagement toolkit include:
        i. Informational project flyer (FAQs)
        ii. Project coloring sheet (geared toward younger kids for youth outreach)
        iii. Community Audit walking tour
    c. Community Survey – CMT will develop a survey to be hosted in an online format. A QR code will be generated to drive traffic to the survey and placed on project flyers and information sheets. CMT will print a small number of hard copy flyers to be placed at key community centers where individuals can fill out the survey in person. CMT is responsible for compiling survey input and delivering a memo to the City on community feedback.
    d. Pop-up Demonstration – CMT will host 1 pop-up demonstration highlighting key design features. The pop-up demonstration will include the use of tactical materials (cone, pavement tape, etc.) to showcase potential design features to be included in the final project.

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4. Stakeholder & Focus Group Meetings (during Frenchtown Design Week) – CMT will host up to 4 focus group meetings centered around key themes or needs of the project. Focus group topics and attendees will be finalized with the core team and included in the public engagement plan. These meetings will take place during one day of Frenchtown Design Week and CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

5. Concept & Visioning Workshop (during Frenchtown Design Week) – CMT will host 1 visioning workshop (2.5-hour duration) to solicit input from the public prior to preliminary plans. The workshop will be an open house format with exhibit boards for feedback and the opportunity to talk to project staff. CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

6. Preliminary Plans Open House - CMT will host one preliminary plan open house (2.5-hour duration) to share preliminary plans with the public and allow the opportunity to meet with the project team. CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

TASK 8 CMT ENVIRONMENTAL WORK

This scope of services assumes the coordination of a Programmatic Categorical Exclusion following the National Environmental Policy Act of 1969 (NEPA) using MoDOT's Request for Environmental Review (RER). We assume less than 5 acres of right of way will be necessary and no other thresholds will be exceeded requiring a higher-level environmental clearance. Should it be determined that a higher level of documentation is required for NEPA clearance, a supplemental scope and cost will be prepared/negotiated. All work shall conform to Federal Highway Administration (FHWA) Regulation 23 CFR 771, procedures outlined in the FHWA Technical Advisory T6640.8A, or any more current FHWA regulations and guidance, and MoDOT policies, protocols, and procedures.

CMT's consultant team will conduct secondary source evaluations for water resources, endangered species, floodplains, hazardous materials, social and economic impacts. No wetlands are expected to be present and no field studies for wetlands are proposed.

Section 4(f) and Section 6(f) impacts will be evaluated. No full Section 4(f) or Section 6(f) coordination and analysis is anticipated or included.

Identification of Federal and/or State listed threatened and endangered species and designated areas of critical habitat for those species within the project area based on information provided by the Missouri Department of Conservation and the U.S. Fish and Wildlife Service. A field evaluation of potential suitable habitat will occur if necessary. Findings will be documented in a technical memo and provided to MoDOT for coordination as needed.

A review of potential hazardous material sites using Missouri E-Start will be completed. If any Phase I Environmental Site Assessments (ESA) or Phase II ESAs are needed, they will be completed by SCI. SCI will also conduct the cultural resource studies for the project.

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CMT-led scope items:

1. Request for Environmental Review (RER) – Concept thru Final
2. Cultural Resources Coordination
3. HazMat Assessment and Coordination of any ESAs
4. Threatened and Endangered Species Evaluation
5. Meetings and Coordination with MoDOT

TASK 9 CMT UTILITY COORDINATION

1. Conduct records research of existing utility in project limits (public and private) including utility contacts for each company.
2. Work with SUE Provider to develop scope/services. Coordinate all SUE work with SUE Provider in field and review SUE level B deliverable and show on plan sheets.
3. Coordinate One Call locates in field with surveyor and work with surveyor to topo utility markings for both 2nd Street and Main Street
4. Confirm utility topo is shown completely and accurately on design plans including correct line styles and utility notations, including sending to each utility to confirm facilities are shown completely.
5. Develop pothole plans and coordinate with SUE Provider. Coordinate with Surveyor to pick up pothole location depths.
6. Develop a duct bank plan with Ameren and work with Ameren to develop a "one line" drawing to determine where above ground equipment will be generally located.
7. Convert Ameren's relocation plans to be placed on design plans and determine bid items for contract.
8. Do all investigative work for impacted secondary services. Obtain property owner information and power needs. After Ameren OH to UG design is roughed out, work with communication providers to develop a relocation plan. Discuss with property owners method to get the secondary work redone for OH to UG meter socket (City's contractor or their own electrical contractor) work with R/W department for coordination for easements and possible electric that property owner's electrical contractor will perform.
9. Utility coordination meetings with utilities & prepare minutes.
10. Send plans to utilities to develop relocation plans for conflicts with design plans.
11. Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans (plans sheets, cross sections, culvert sections).
12. Determine which non-electric utility impacts are reimbursable to the CITY that are going from OH to UG.
13. After reimbursable utility impacts are determined, obtain cost estimates and plan of adjustments for reimbursable utilities with each utility. Provide cost/plan of adjustment to City to prepare agreements.
14. Prepare special utility sheets as necessary (including utility profile and exhibits).
15. Maintain utility coordination log report.

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16. Prepare and include Utility Job Special Provisions in contract.
17. Prepare and submit Utility Status Letter.
18. Coordinate early utility relocations that occur before the road contractor's NTP
19. Attend preconstruction meeting to discuss status of all utility relocation work.

TASK 10 CMT WATER AND SEWER

None included in this project

TASK 11 CMT BIDDING & CONSTRUCTION

1. Attend prebid and preconstruction conferences
2. Answer questions during bidding phase
3. Answer questions during construction phase
4. Shop drawing approvals

TASK 12 EDSI

12.1 DATA COLLECTION & REVIEW

- Obtain and review record plans / as-built drawings provided by the City
- Obtain and review County GIS data
- Obtain and review property record documents from St Charles County
- Obtain and incorporate available City of St Charles sanitary and storm sewer information.

12.2 PROJECT CONTROL (BY EDSI)

- 3-point ties will be prepared for the control and included in the construction plans
- The horizontal datum for this project will be a Modified State Plane Coordinate System 1983, as determined by using Real Time Kinematic (RTK) survey methods.
- The vertical datum for this project will be the NAVD88 Datum. Elevations will be established with the use of redundant GPS observations only.

12.3 UTILITY SURVEY (BY EDSI)

- Submit utility locate requests through the Missouri One Call system.
- Facilities maps will be obtained.
- Survey locations of marked lines and surface utility features will be surveyed.
- Review existing utility maps and incorporate record facility data with surveyed locations.

12.4 TOPOGRAPHIC SURVEYS (BY EDSI)

CONSULTANT shall obtain topographic survey information required for the preparation of the Conceptual Report and Preliminary Plans including:

- Complete topographic surveys along 2nd Street from Clark St to Bayard St. Approximately 2300 lf with a corridor width of 70 feet.

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- Topographic surveys needed could consist of all pertinent topographic features needed coverage area including, but not limited to:
    a. existing drainage and sanitary structures (pipes, types, flowlines, sizes)
    b. all identifiable utility locations and equipment
    c. individual trees over 3 inches in diameter
    d. pertinent building features
    e. pertinent parking lot features
    f. driveway joints, pavement types and profiles
    g. existing signal equipment surveys
    h. drainage swales
    i. Drainage / sanitary structure identification
    j. sign posts, size, identification and photo log
    k. pavement marking
    l. lighting
- As-needed pick-up surveys up to 2 days.
- Generate ORD compatible surface.

12.5 RIGHT OF WAY SURVEYS (BY EDSI)

CONSULTANT shall perform right-of-way surveys necessary for the preparation of the Conceptual Report and Preliminary Plans including:

- Build research list for corridor.
- Draw record information and as-built data.
- Locate existing monumentation throughout the corridor.
- Establish existing right of way, property lines and pertinent section lines for the entire project limits.
- Clearly identify linework in drawing with text (i.e. property lines (PL), section lines, quarter-quarter section lines, existing right-of-way, existing easements, etc.
- Research approximately 42 parcels. Each of these properties within the project limits shall include property owner name, assessor's map number, last deed book and page, and existing size of parcel in square feet.
- All property lines shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) shown and the parcel closed within acceptable tolerances governed by the State of Missouri.
- Incorporate all easements and identified information from the last deed of records into the existing right-of-way drawing.
- Identify at the earliest opportunity the title reports that should be ordered. This will be coordinated during the preliminary design phase of the project.
- Order title reports for 42 parcels. Review and incorporate easements from title reports.
- Establish land corner ties.
- Prepare up to 42 easement acquisition documents.

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EXCLUSIONS TO TASK 12 SCOPE OF SERVICES INCLUDE:

1. Subsurface utility locations
2. Right-of-way plans
3. As-Built surveys
4. Location surveys

TASK 13 SCI ENGINEERING

See SCI's scope of services

TASK 14 SWT DESIGN

SWT Design will provide planning, urban design and landscape architecture services focused on the public realm and overall corridor aesthetics. We will support CMT and other teaming consultants with all planning and facilitation of public engagement. Throughout the duration of the project, we will assist CMT in the definition, refinement and measuring of potential performance benefits and project outcomes.

14.1 Project Start Up:

- Finalize scope of work, project limits, program, schedule and deliverables. Confirm goals and desired outcomes (performance metrics) of the project. Confirm construction budget.
- Meetings:
    - One (1) Kick-Off Meeting with the Client and Project Steering Committee to confirm project goals, schedule and deliverables.
    - One (1) Site Walk with project Team

14.2 Public Outreach:

- Support the development of a Public Involvement Plan to outline the communication strategies, tasks and engagement schedule with City of St. Charles, Great Rivers Greenway for the project. Include a list of community events, matrix of stakeholders, and identified communication tools (and associated expenses) for outreach.
- Work with project team and client group to develop a contact list of key stakeholders and community members crucial to the Public Involvement Plan.
- Establish project working committees (Technical Advisory Committee, Community Advisory Committee, and Project Steering/Stakeholder Committee), etc.
- Plan, attend, and assist in facilitation of community engagement activities (general public, large groups, focus groups, one-on-one, presentations to community organizations, pop-up/tactical urbanism). Scope includes up to Three (3) steering committee meetings and Two (2) community outreach events.
- Develop narrative and graphics to support project website (website created and managed by others)
- Meetings:
    - Three (3) Stakeholder meetings with local municipalities
    - Two (2) Community outreach events

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14.3 Preliminary Design

Corridor Survey & Data Collection:

- Assist in determining the limits of the survey and level of detail (existing trees, stormwater infrastructure, etc.)
- Review of street corridor topography and utility survey provided by others
- Review of provided electronic survey drawing for completeness.
- Review Parking Study developed by others.
- Review of 2020 Great Streetscape documents.

Preliminary Landscape Design:

- Participate in internal design team planning workshops to discuss preliminary concepts, possible cross-sections, differentiate segments, current City Street Department standards, preliminary stormwater volume calculations, environmental infrastructure, pedestrian, bicycle and greenway connections, public transit, etc.
- Develop preliminary engineering/schematic design details for the corridor. SWT will provide significant support to ensure consistent character, materials, brand/identity, planting design, art and amenities, overall maintenance and operations, and community linkages are considered. SWT will lead the design of the following, but not limited to:
    - Design Support
    - Bus / Trolley station study
    - Gateways and Wayfinding key placement assistance
    - Public Art
    - Site Furnishings
    - Lighting concepts (fixture selection)
    - Planting Design
    - Hardscape Materials
    - Stormwater Management and Open Space Strategies
- SWT will assist the design team with evaluating schematic design solutions based on project-identified performance metrics.
- SWT will produce preliminary plans, specifications.
- SWT will assist CMT to develop magnitude-of-cost-opinion as itemized above.
- SWT will develop graphic support (High Resolution Renderings) to communicate project research, analysis/findings, and design details to the Client, Stakeholders and Community. Scope includes up to two (2) perspective renderings.
- SWT will assist in the development of all public communications (message and graphics).
- Incorporate the Client's review and approval processes into the overall project and communications schedule.
- Meetings: One (1) Planning workshops

14.4 Final Design and Technical Support:

- SWT will prepare final landscape design documentation.
- SWT will provide technical support in the selection of specific construction materials, fixtures, colors, finishes, etc.
- SWT will provide design details / typical sections and provide cost opinions for specialty hardscape materials and all vegetated areas.

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- SWT will support the civil engineers in the design of environmental infrastructure and stormwater management best practices.
- SWT will provide final landscape plans and documentation for Client submittal.
- SWT to revise landscape plans per response comments one time.
- SWT will provide final design plans and documents for MoDot submittal,
- SWT to revise landscape plans per MoDot responses one time.
- SWT will provide final design plans and documents and specifications and assist in updating project cost opinions.
- SWT will provide final design plans and documents and specifications and assist in updating project cost opinions.
- SWT to update the graphic rendering to reflect final plans.
- SWT will assist the project team and client during the bidding process.

Work Not Included for Task 14:

- Multiple landscape drawing / documents updates from agencies beyond initial comments
- Construction Administration
- Community Surveys
- Engineering services
- Public meetings other than those included in scope
- Graphics/Renderings other than those included in scope
- City Council meetings/presentations
- Soils/Geotechnical investigation
- Architecture/Structural engineering
- Topographic / Boundary Survey & Utility Investigation
- Photometric Study
- As-Built Documentation
- Participation / Presentation at Zoning, Commission, Board or Committee Meetings

TASK 15 TREKK DESIGN GROUP

See TREKK's scope of services

TASK 16 TWM, INC.

See TWM's scope of services

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OTHER ITEMS OF NOTE

TO BE COMPLETED OR FURNISHED BY THE CITY (Not all-inclusive)

A. As-built electronic files (as available)
B. Previous project information (Clark Street Stormwater Project)
C. GIS information
D. Developer plans
E. Stakeholder lists, Assistance with Property Owner contact information
F. Agency review lists
G. Traffic and parking studies
H. Public Open House venue
I. Right of Way Appraisals, Acquisition, Negotiation
J. Front end documents for Project Specifications Book
K. Timely plan review comments and approvals

NOT INCLUDED IN THIS CONTRACT (Not all-inclusive)

A. Aerial photography
B. Pavement design
C. Pavement repair identification (mill and overlay only is assumed)
D. Noise studies
E. Traffic engineering, signal and ITS design
F. Parking study
G. Public hearing
H. Grant applications
I. Lane additions and subtractions
J. Municipal agreements with cities and counties
K. Photometrics
L. Water main design
M. Sanitary sewer design
N. Bus shelter design
O. Building design and architecture
P. Bridge design
Q. Cast-in-place retaining wall design
R. Small block retaining wall design
S. Special structures
T. Procurement of last deed of records
U. Construction phase services (Inspection and material testing)
V. Utility coordination during construction
W. Right of Way appraisal, acquisition and relocation services.
X. Alta Surveys
Y. Errors or omissions in the provided 2nd Street plans that would be the responsibility of the original consultant.

In addition, refer to each task in Attachment A for certain exclusions not stated here.

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CLARIFICATIONS AND ASSUMPTIONS (not all-inclusive)

For the purposes of establishing an overall project fee estimate, the following assumptions and clarifications have been made:

A. The contract schedule shown in the Project Charter depends on the collective team of agencies, stakeholders and reviewers working together with Crawford, Murphy & Tilly.
B. It is assumed that the City will have access rights to allow site surveys, geotechnical investigations, environmental assessments, and other due diligence services in a timely manner such that these authorizations will not impede the project schedule.
C. It is assumed that items to be furnished by the City will be submitted in a timely manner throughout the duration of the project.
D. CMT will review work by others, including the City's latest Clark Street Stormwater Plans that includes portions of 2nd Street. However, CMT assumes no responsibility for verification of the accuracy or completeness of work furnished to CMT by the City or the City's consultant(s), and furthermore assumes no liability for errors or omissions of work by others.
E. It is assumed that the City will pay for all permit application fees.
F. It is assumed there is no soil or groundwater contamination within the project limits that requires CMT to mitigate.

END OF DOCUMENT

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SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

August 17, 2023

R. Jay Rakers, P.E.
Crawford, Murphy & Tilly
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Consulting Services Proposal
Frenchtown Great Streets – N. 2nd Street Improvements
St. Charles, Missouri
SCI No: 2023-0838.10, .20, .40

Dear Jay Rakers:

SCI Engineering, Inc. (SCI) is pleased to provide this Consulting Services Work Proposal for the referenced project.

PROJECT DESCRIPTION

A right of way improvement project is proposed in the City of St. Charles, Missouri as part of the Frenchtown Great Streets Plan. According to the City of St. Charles Engineering Department Project Charter (Charter), the first project, North Second Street Improvements (Clark St. to Bayard St.) will include a mill and fill of the pavement, permeable paver parking lanes, curb bulb outs, and ADA sidewalk with brick trim. The project will also include new street and pedestrian lighting, rain gardens and bulb outs, and new bus/trolley shelter, benches, trash receptacles, and bike racks. An extension of the Boschert Greenway Trail will be constructed to connect to the Katy Trail.

SCOPE OF SERVICES

Geotechnical Services

The purpose of our geotechnical services will be to explore the subsurface conditions and provide Roadway Geotechnical Reports for the proposed improvements.

Field Exploration

SCI will explore the subsurface conditions by drilling soil test borings, as summarized in Table 1. We assume the borings will be split between the existing roadways and proposed stormwater management facilities. We assume retaining walls less than 5 feet in height will be required at the stormwater management facilities.

A geologist or staff engineer will log borings, direct sampling, and provide on-site coordination during drilling. We will provide traffic control via subcontract with Tramar, a DBE traffic control firm, for lane closures as necessary. We estimate two days of traffic control will be necessary for each project area (four

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days total). We will locate the borings in the field using a handheld global positioning system (GPS). However, we respectfully request that the project surveyor locate the boring locations and provide ground surface elevations and stationing at each boring location following drilling.

Table 1 – Proposed Exploration Summary

Project Area	No. of Borings	No. of Infiltration Test
2nd Street Improvements	4	2

The pavement will be cored at each location and the borings will be drilled to a depth of 15 feet unless auger refusal terminates drilling at a shallower depth.

The soil test borings will be alternately sampled with Standard Penetration tests (SPTs) at 2.5-foot intervals in the upper 10 feet, and then every 5 feet, thereafter. Relatively undisturbed Shelby tube samples will be obtained in select locations in lieu of SPTs. Bulk samples of the shallow subgrade soils will be obtained from auger cuttings. The boreholes will be backfilled with the auger cutting and supplemented with sand or gravel following completion of drilling, with the exception of those boreholes used for infiltration testing.

Infiltration testing will be performed at select locations in accordance with the Maryland Stormwater Manual to aid in the design of stormwater management facilities.

Laboratory Testing

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information, will be performed on selected Shelby tube samples. Up to two Proctor moisture density curves and California Bearing Ratio tests will be performed on the bulk samples collected.

Analysis and Report

We will summarize our findings and recommendations in Roadway Geotechnical Reports for each project area and will address each of the following:

- Existing pavement composition, subgrade conditions, and recommended pavement sections for both asphalt and concrete.
- Soil, bedrock, and groundwater conditions and their effect on the proposed construction.
- Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction, and methods of remedial treatment.
- Identification of classes of excavation.
- Identification of areas where support may be required to protect adjacent structures.

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- Evaluation of on-site material for use as backfill.
- Placement and bedding of sewer pipe.
- Allowable bearing pressures for sewer structures and lighting.
- Lateral earth pressures for minor retaining walls.

Hazardous Materials Screening

The Hazardous Materials Screening will consist of a Phase I Environmental Site Assessment. The purpose of our Phase I will be to identify Recognized Environmental Conditions (RECs) using appropriate inquiry into the previous ownership and uses of the subject property consistent with good commercial or customary practice as defined in CERCLA (*Comprehensive Environmental Response, Compensation, and Liability Act;* 1980, 42 USC 9601 (35) (B)). As such, the Phase I is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations for CERCLA liability.

The procedures outlined in the American Society for Testing and Materials (ASTM) International Standard E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Practice) will be used to conduct the proposed Phase I. If activities outlined herein do not reflect your objectives, a modification of the proposed scope can be considered. Our services are specifically not intended to address the potential presence of asbestos, lead-based paint, mold, and other items identified as "common non-scope considerations" by ASTM E 1527-21. These services can be performed for an additional fee as detailed later herein.

Phase I activities will consist of reviewing readily available site history information and assessing the physical condition of the property at the time of the reconnaissance for evidence of possible use, storage, spillage, or dumping of hazardous, toxic or petroleum substances or materials. These activities, as outlined below, are intended to fulfill the requirements of ASTM E 1527-21.

- **Reconnaissance:** A reconnaissance for physical evidence indicating possible use, storage, spillage, or dumping of hazardous, toxic, or petroleum substances on the subject property and, when possible, on contiguous sites. Stressed vegetation, suspect excavation, surface expressions of underground storage tanks (USTs) and transformers will be noted.
- **Historical Subject Property Use:** A review of Sanborn or other fire insurance maps, aerial photographs, city directories, and topographic maps, as readily available, at various intervals for potential documentation of major developments or changes in the usage of the subject property and adjoining sites since initial development or back to 1940, whichever is earlier.
- **Earth Systems:** A notation of the soil, watershed, topography, geology, and groundwater systems at the site, based on visual observation and literature review.
- **Interviews:** Interviews of on-site and neighboring residents/landowners/building occupants/report user (client) when necessary, for recollections of past ownership or activities suggesting the presence of hazardous, toxic, or petroleum substances. Interviews of local fire department officials and previous owner/occupants, when possible, will also be performed.

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- **Ownership History:** A review of the Chain-of-Title/Conveyance Report extending to 1940, if provided, for evidence of past ownership suggesting the presence or use of hazardous, toxic, or petroleum substances. SCI assumes the client will provide the chain-of-title/conveyance report.

- **Review of Land Title Records:** In order to comply with the requirements of ASTM E1527-21, the user is required to review land title records for evidence of environmental liens or activity and use limitations (AULs) and provide this information to SCI's Environmental Professional. Land title records include transaction-related title insurance documentation such as preliminary title reports and title commitments, as well as title search information reports such as condition of title, title abstractions, and AUL/Environmental Lien Reports. SCI's report will include a discussion of the user-reviewed land title record information.

- **Federal Records:** Federal records review will include the National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act Notification system (RCRIS); and Emergency Response Notification System (ERNS), when available.

- **State and Tribal Records:** A review of NPL/CERCLIS equivalent lists, Hazardous Waste Sites lists, Underground Storage Tanks Registration list, Leaking Underground Storage Tank list, Landfill and/or Solid Waste Facility (SWF) databases, Institutional/Engineering Control registries, Voluntary Cleanup sites and Brownfield sites.

- **File Review:** If the subject property or adjoining properties are identified within the environmental records sources, a regulatory file review may be recommended. If this review is recommended, records such as those maintained by local, state, or federal authorities will be requested. If the materials are readily available (i.e., provided electronically or available for review at an agency or depository local to the SCI office) and provided in a timely manner, a review of the materials will be completed as part of the assessment. Additional fees may apply for review of voluminous prior reports or regulatory file documents and/or reviews which require travel to an area not local to the SCI office. Additionally, payment of fees in excess of $25.00 charged by regulatory agencies for copying services or processing requests will be passed on to the client. If additional fees are necessary, SCI will contact you with an estimated fee for obtaining and reviewing regulatory files prior to incurring the additional costs.

- **Vapor Encroachment Screen:** An initial vapor encroachment screen will be performed to determine if a Vapor Encroachment Condition exists on the subject property. This determination will be based on the potential for vapors to occur in the subsurface within the boundaries of the subject property. The initial vapor encroachment screen will be performed in accordance with the Tier 1 "non-invasive" screening as outlined in ASTM E2600-22 *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*.

- **Report:** A formal report will be prepared which will include a summary of activities completed in accordance with ASTM E 1527-21. As noted above separate reports will be prepared for each project area. The reports will also identify the environmental professional and the person who conducted the subject property reconnaissance and interviews. In addition, the reports shall state whether the user reported to the environmental professional any information pursuant to the user's responsibilities. The findings, opinions, and conclusions in the reports will be supported by documentation. The report will identify known or suspect RECs, controlled RECs, and historic RECs.

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Cultural Resource Services

The cultural resource services associated with the project will consist of a Phase One Cultural Resources Survey and Architectural History Survey. These surveys will be conducted independently of each other at both project areas. It is understood the completion of these requirements will result in the production of separate Phase One Cultural Resources Survey report and Architectural History Survey report for the project area, each under separate cover. A summary of the Cultural Resources scope is provided below.

Phase One Cultural Resources Survey

The purpose of SCI's Cultural Resource Survey (CRS) will be to identify, to the extent possible, the potential archaeological and historical impacts of the proposed project. This will be accomplished by performing field investigations, laboratory analysis of collected artifacts, reporting, and preparation for curation of artifacts. Details of these activities are presented below.

- SCI will complete a literature review of previous research conducted within or near the project area. This review will document, to the extent possible, known archaeological explorations, sites, and structures in the vicinity of the project area. The review will also document the geomorphological, environmental, and cultural history of the project area as they pertain to the evaluation of cultural resources.

- SCI will conduct all fieldwork according to the professional standards and guidelines set forth within the Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation (Federal Register 2004) and will take into account established Missouri State Historic Preservation Office (SHPO) survey guidelines. Field methods will depend upon topography, ground surface visibility, and other factors. Visual inspection is employed in areas with steep slopes, within wetlands or standing water, or where there is evidence of severe erosion, scouring, or non-agricultural ground disturbance. In areas where the ground surface visibility is greater than approximately 25 percent (high visibility), a pedestrian survey will be performed. Pedestrian surveys involve walking transects across the project area at 5-meter intervals examining the surface for evidence of archaeological deposits. In areas where the ground surface visibility is less than about 25 percent (low visibility), a shovel probe survey will be performed. Shovel probe surveys entail the hand-excavation of a small hole to the base of the plowzone and screening of the resultant spoil through ¼-inch hardware cloth. SHPO has mandated that these shovel probes should be no more than 15 meters apart. Shovel probe surveys are therefore more costly as they require additional time and labor. Diagnostic cultural materials greater than 50 years in age will be collected.

- No survey method is completely accurate in locating all cultural resources that may exist within any project area. The survey methods outlined above are generally able to locate materials that are not deeply buried. If it becomes apparent that the proposed project will impact deeply buried Holocene-age soils, additional methods may need to be used to locate potentially buried cultural resources.

- Unmarked human burial sites are very difficult to locate because these usually leave no ground surface indication of their presence. As such, the identification of locations of unmarked human burials is beyond the scope of this survey. If human burials are located by this survey or by any subsequent earth-moving activities within the project area, archaeological removal of these remains, if necessary, would be for an additional fee.

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- All materials recovered from the field investigation will be washed, sorted, and prepared for curation. The artifacts will then be analyzed to establish the temporal affiliations of each site, and to interpret the activities conducted at each site by prehistoric or historic people. Recovered artifacts will be deposited at a curational facility approved by the SHPO.

- It is estimated that it will take a crew of three archaeological technicians two days at each location to complete the field investigations. The reports of those investigations will be completed five to six weeks after the fieldwork.

- Written reports outlining the results of the surveys will be prepared in accordance with state and federal guidelines. SCI can verbally report of the findings of the survey to the client with the client's understanding that final results will be documented in the written report. Two copies of the final report will be submitted to the client.

Architectural History Consulting Services

The purpose of the Architectural History Survey of each project area will be to document extant above-ground resources according to the Missouri Department of Transportation's (MODOT) LPA:136.6 Environmental and Cultural Requirements, Built Environmental Resource Methods Compliance, and Section 106 of the National Historic Preservation Act. This will occur within a logical Area of Potential Effect (APE) and include both a Direct Effect Area in addition to an Indirect Effect Area. The scope of work will identify, document, and define each of the extant above-ground resources and provide an assessment of each relative to their continued eligibility for listing in the National Register of Historic Places (NRHP) in addition to whether the proposed project will have any adverse effects on said resources.

The Architectural History Surveys include an investigation of the existing built environment comprising buildings and structures 45 years of age or older (the report will also include property information for those dating 40 years) located in the project area (generally within a 50-foot buffer) and within 100 feet of any areas of new Right-of-Way or permanent easement. Such resources will be identified, recorded on a site plan, described within the report, and photographically documented.

The Architectural History Surveys will be conducted by a Secretary of the Interior Qualified Architectural Historian. The Architectural History Surveys will also identify previously recorded historic architectural (historic buildings, structures, objects, or districts) and archaeological resources within each project area. Furthermore, the Architectural History Surveys will evaluate the potential eligibility of non-listed buildings in the project area against criteria for entry onto the NRHP (Evaluation of Eligibility) within the adjacent existing historic district. In addition, all architectural resources on the adjacent properties (within the general 50-foot buffer zone and the 100-foot right of way) and in the direct vicinity (Area of Potential Effects) will be reviewed, to assess the potential for adverse effects on the properties from the proposed development works. These surveys will assess the effects of the project, as proposed, on the historic assets and each project area, including the subject corridor of roadway. The assessments will determine "No Historic Properties Affected," "Historic Properties Affected," "No Adverse Effect," "Adverse Effect," or "No Effect."

FEES AND SCHEDULES

We will provide the consulting services for the project, as detailed above, on a Cost-Plus Fixed Fee (CPFF) basis in accordance with the attached *CPFF Estimates*. Summaries of the total hours and fees are shown in Tables 2 and 3.

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Table 2 – Estimated Hours Summary

Geotechnical	Cultural Resources	Hazardous Materials	Total Hours
122	156	37	315

Table 3 – Estimated Fees Summary

Geotechnical	Cultural Resources	Hazardous Materials	Total Fees
$24,811.41	$36,196.12	$4,823.40	$65,830.93

Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.

Geotechnical Schedule

We should be able to commence the geotechnical drilling within three weeks of the Notice to Proceed. Drilling and infiltration testing is expected to be complete in four working days. Preliminary findings will be available within three days after drilling is complete. Issuance of the draft Geotechnical Data Report will be within four to five weeks after drilling.

Environmental Schedule

The Phase I will commence upon your notice to proceed and will be completed within four to six weeks.

Cultural Resource and Architectural History Schedule

The Cultural Resources services detailed herein will commence within five to six weeks of the Notice to Proceed. The fieldwork will take approximately one week total for the Phase One Cultural Resources Survey and two weeks for the Architectural History Survey. The reports for each can be completed within eight to ten weeks following completion of fieldwork.

CONDITIONS AND CONSIDERATIONS

- The above fee is based on a maximum of 60 feet of soil drilling. This proposal does not include the additional costs associated with union restrictions.

- Global stability analysis of retaining walls is excluded from our scope as retaining wall heights less than 5 feet are anticipated.

- This proposal assumes that site access authorization will be conducted by others, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted drill rig.

- We routinely contact the Missouri One Call system to have the locations of public utilities marked; however, we will not be responsible for any private utilities not brought to our attention prior to drilling.

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- This proposal assumes all borings will be surveyed (including station, offset, and ground surface elevation) by others following completion of drilling.

- If SCI identifies and recovers artifacts during our Phase One CRS, it will be necessary to document and curate the collected materials. If artifact curation is necessary, a fixed fee of **$500.00** will be applied for curation services. This fee includes the labor and materials necessary to document and curate the recovered material at an SHPO approved facility. Our fee for curation services will be included on the final project invoice. If no artifacts are recovered during the Phase One CRS, the fee will be waived. If the number of artifacts exceeds what can be curated within one museum box during the Phase One CRS additional curation fees may be necessary.

- SCI's proposed Phase One Cultural Resource Survey scope is intended to meet the requirements/guidelines set forth in the Missouri State Historic Preservation Office *Guidelines for Phase I Archaeological Surveys and Reports* and conform to the Secretary of the Interior's guidelines for archaeological reporting. Standard Phase I archaeological field methods will be utilized for the investigation. However, should SHPO request additional work beyond the scope described herein, a supplement to the stated fees will be necessary. In addition, other agencies or Native American tribes may request surveys to be completed. Requested surveys by others often require more stringent survey guidelines than those following SHPO guidance. A revised scope may be necessary if a survey is requested by entities other than SHPO.

- Additional services on our part should be anticipated following completion of the report. These services might involve more than one meeting to discuss the content and implications of the reports, review of project plans and specifications to assess the application of recommendations provided, or additional field assessments or surveys. Our specific involvement in these phases of the project cannot be estimated at this time. A formal proposal for additional consulting services can be provided should the need arise.

- Please notify SCI in advance if you believe third party reliance will be required. Should third party reliance letters be requested for these activities, within 180 days subsequent to report submittal, additional costs of $500.00 will be incurred.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions.

ACCEPTANCE

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will apply to any future services you authorize for this project.

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Thank you for the opportunity to submit this proposal. If you have any questions or require further clarification, please do not hesitate to contact us at (636) 949-8200.

Respectfully,

SCI ENGINEERING, INC.

Timothy J. Barrett, P.E., CFM
Senior Engineer

Bryan M. Carlo, MA
Senior Archeologist

Benjamin K. Butterfield, CHMM
Senior Scientist

Edwin P. Grimmer, P.E.
Vice President

BMC/TJB/BKB/EPG/snp

Enclosures
- CPFF Estimates
- Acceptance of Proposal for Professional Services
- General Terms and Conditions

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ATTACHMENT A **CONSULTING ENGINEER'S SCOPE OF SERVICES**

North Second Street Improvements (Clark St to Bayard St.) will include a mill and fill of the pavement, permeable paver parking lanes, curb bulb outs, and ADA sidewalk with brick trim. The project will also include new street and pedestrian lighting, rain gardens at bulb outs, and new bus/trolley shelter, benches, trash receptacles, and bike racks. An extension of the Boschert Greenway Trail will be constructed to connect to the Katy rail.

TASK 15.1 TREKK PROJECT ADMINISTRATION

Tasks include:

1. Attend Project Team Meetings. Responsible for preparing meeting minutes for documentation to send to Prime Consultant.
2. Develop and implement a Quality Assurance Plan.
3. Hold periodic internal team meetings throughout the development of project.
4. Correspondence (emails, letters, meeting minutes, phone calls) with Team.
5. Personnel planning and scheduling control.
6. Attend Kick-Off Meeting.
7. Coordination with other subconsultants.
8. Provide monthly progress reports and invoices.

TASK EXCLUSIONS

- Participate in Public Meeting or Hearing.
- Provide exhibits, sketches, and back-up data for Public Meeting or Hearing.

TASK 15.3 TREKK CONCEPTUAL STUDY

Tasks include:

1. Coordination & Meetings
2. Provide Information for design criteria memo
3. Review of Proposed Storm Sewers & Record Plans
4. Field Visit
5. Proposed Green Infrastructure and Storm Sewer Design
6. Quantities & Cost Estimate
7. Quality Control

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TASK 15.4 TREKK PRELIMINARY PLANS

Tasks include:

1. Coordination & Meetings with Design Team & City
2. Landscape and Roadway Coordination
3. Storm Sewer Coordination
4. Storm Sewer Design
    a. Drainage Areas
    b. Calculate Runoff
    c. Perform hydraulic calculations for closed drainage system
5. Preliminary Sheets for Storm Sewer
    a. Plan Sheet (two sheets assumed)
    b. Storm Sewer Profiles (two sheets assumed)
6. Green Infrastructure Design
    a. Drainage Areas for 35 BMPs
    b. BMP Calculations
7. Preliminary Sheets for Green Infrastructure
    a. Drainage Areas
    b. Typical Sections
    c. General BMP Details
8. Stormwater Design Report
9. Form 6-4
10. Form 6-5 (35 forms)
11. BMP Operations and Maintenance Plan
12. Quantities & Cost Estimate
13. Quality Control
14. Address Comments

Deliverables for Green Infrastructure:

1. Top of rain garden elevation
2. Top of curb elevation around rain garden
3. Sill elevation for inlet within rain garden
4. Flowline elevation of drain pipe of BMPs
5. Sheets and reports mentioned above

TASK 15.5 TREKK RIGHT OF WAY PLANS

Tasks include:

1. Coordination & Meetings
2. Update TCE/easement limits for drainage impacts
3. Quantities & Cost Estimate
4. Quality control
5. Address comments

TASK 15.6 TREKK FINAL PLANS

Tasks include:

1. Coordination & Meetings
2. Landscape and Roadway Coordination
3. Storm Sewer Coordination

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4. Summary of Quantities
5. Storm Sewer Design
6. Final Sheets for Storm Sewer
7. Green Infrastructure Design
8. Final Sheets for Green Infrastructure
9. Update to Reports
    a. Stormwater Design Report
    b. Form 6-4
    c. Form 6-5 (35 Forms)
    d. BMP Operations and Maintenance Plan
10. Quantities & Cost Estimate
11. Job Special Provisions
12. Quality Control
13. Address Comments

Deliverables for Green Infrastructure:

1. Top of rain garden elevation
2. Top of curb elevation around rain garden
3. Sill elevation for inlet within rain garden
4. Flowline elevation of drain pipe of BMPs
5. Sheets and reports mentioned above

TASK 15.10 TREKK BIDDING & CONSTRUCTION

Tasks include:

1. Respond to Questions associated with tasks above.

TASK EXCLUSIONS & ASSUMPTIONS for Tasks 15.3,15.4, 15.5, and 15.6

- Coordination meetings will be virtual.
- Two in person meetings with the City.
- Design of storm sewer only from Lawrence St intersection to the Bayard St. intersection.
- Green Infrastructure Design included for full length of project.
    - Design of 25 rain gardens.
    - Design of 10 pervious paver parking areas.
- TREKK will design the green infrastructure and complete the calculations.
- TREKK will coordinate with TWM to connect underdrains into their proposed system and/or update flowline/sill elevations for their proposed system.
- TWM will complete any changes to the proposed drainage system, including flow calculations for 2nd Street between Clark St and Lawrence St.
- TWM will adjust current sewer design to accommodate green infrastructure and provide revised storm sewer inverts at each BMP location.
- Only one conceptual design will be complete.
- No HEC RAS analysis will be performed.
- BMP plantings and signage not included.
- No survey or geotechnical scope included.
- No design of the bump out geometry or curb ramps included.

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CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.
400 N. 5th Street, Suite 101
St. Charles, MO 63301
636.724.8300
WWW.TWM-INC.COM

ATTACHMENT A

Scope of Services for Professional Services - Civil Engineering

Project Name: Frenchtown Great Streets: N. 2nd St. Improvements (TAP-7303(622))
Project Number: T29-220603
Date: 8/25/2023

This Scope of Services describes the specific professional services that you have requested we provide on the proposed project, **Frenchtown Great Streets: N. 2nd St. Improvements (TAP-7303(622)) Project,** which we will refer to as simply the **"project"**. Thouvenot, Wade & Moerchen, Inc. (SUBCONSULTANT) will work with Crawford, Murphy & Tilly (CONSULTANT) to develop the project's conceptual stormwater layout for the City of St. Charles (CITY)

The proposed project will improve the transportation and related infrastructure in the Frenchtown neighborhood of St. Charles, generally bounded by Clark St. (south), North 2nd St. (west), Bayard St. (north), and the Missouri River (east).

As a SUBCONSULTANT will aid the project team in the development of a conceptual storm sewer network which will reroute the storm sewers from under existing private structures and relocate them into existing and proposed right-of-way corridors.

I. SCOPE OF SERVICES - BASIC SERVICES

In order to achieve the above project goals and objectives, the SUBCONSULTANT will provide:

A. Project Management

The Project Management Phase of this agreement shall include Coordination Meetings and Quality Control for the SUBCONSULTANT deliverables.

a. Client Coordination - Client Coordination Meetings will be anticipated for the approximate duration of the schedule (total of 2 meetings anticipated). It is anticipated that all meetings will be held at the CITY'S office. Progress meetings will be scheduled for two (2) hours in duration.

b. Quality Control Plan - SUBCONSULTANT will establish review and checking procedures for the project deliverables. This includes designated responsibility for implementation of the Plan. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task.

B. Conceptual Phase

The SUBCONSULTANT will prepare Conceptual Design:

a. ***Conceptual Design –*** The SUBCONSULTANT will perform a conceptual design and layout of the project corridor, which will include the design of the conceptual alignment alternative for the storm water system.

b. ***Plan Geometrics -*** The SUBCONSULTANT shall design the horizontal alignment of the storm sewer systems to a point sufficient to provide conceptual layout. Estimation of quantities and conceptual construction cost for these elements are included in this task.

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c. ***Conceptual Plans –*** The SUBCONSULTANT shall finalize the conceptual improvements, as described above, and develop Conceptual Plans to convey the project's proposed improvements for the preferred alternative. The Conceptual Plans shall include aerial imagery and show the entire project area with an anticipated scale of 1" = 100', and include:

i. Conceptual Plan/Plan Requirements
- Plan/Plan, 100 Scale (24" x 36") Sheets
- Existing Property Lines, Existing ROW Lines from GIS Parcels
- Approximate Horizontal Geometry and Planimetric Features

II. Information We Need From You

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

a. Any information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

III. Excluded Services

a. Wetland Mitigation I Soil Mitigation Plan.

b. Archeological I Historical I Cultural Exploration

c. Hazardous Waste Investigations/Exploration

d. Any work related to condemnation of specific parcels.

e. GIS-related work or conversion of project construction documents thereto

f. Design for relocation of existing utilities (Except storm sewer and water mains. No fee has been allocated for the cost of redesign of any of these facilities).

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

IV. Proposed Schedule

The schedule listed below identifies approximate project milestone dates that by mutual agreement may be adjusted to address changes in review cycles or other issues.

Anticipated Notice to Proceed:	October 16, 2023
Tentative Conceptual Analysis Submittal:	December 15, 2023

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SAINT CHARLES
MISSOURI

Engineering Department
Project Charter

Project Name: Frenchtown Great Streets: N. 2nd St Improvements & Main St. Extension

Project Number: 23ENGST2 & 23ENGST3

Account Number: 412-502-502-873-XXX, 410, 420

Prepared By

Document Owner(s)	Project/Organization Role
Jonathan Silver	PM

Project Charter/PMP Version Control

Version	Date	Author	Change Description
Charter V1	3/7/23	Jonathan Silver	• Charter creation
Charter V2	7/7/23	Jonathan Silver	• Added conceptual plans and review to the schedule • Added to Issue List

Online Project Plan

Status	Date	Author	Details
Planning	3/7/23	Jonathan Silver	• Project setup on PM.com

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1 PROJECT CHARTER/PMP PURPOSE

The project charter defines the vision, goals, scope, objectives, constraints, and overall approach for the work to be completed as part of this project. It is a critical element for initiating, planning, executing, controlling, and assessing the project. In addition, it serves as an agreement between the Project Team stating what will be delivered according to the budget, time constraints, risks, resources, and standards agreed upon for the project.

2 PROJECT PURPOSE AND OVERVIEW

In 2020. East-West Gateway completed the Frenchtown Great Streets plan that provided a comprehensive implementation guide for future improvements. This project consists of implementing two of the improvements. The first being the North Second Street Improvements and the second being the Main Street Extension.

The first project, North Second Street Improvements (Clark St to Bayard St.), will include a mill and fill of the pavement, permeable paver parking lanes, curb bulb outs, and ADA sidewalk with brick trim. The project will also include new street and pedestrian lighting, rain gardens at bulb outs, and new bus/trolley shelter, benches, trash receptacles, and bike racks. An extension of the Boschert Greenway Trail will be constructed to connect to the Katy Trail.

The second project, Main Street Extension, will in include new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the ACF property. The project will also extend three cross streets from Second St in order to reestablish the grid network and improve traffic flow.

3 PROJECT TEAM

Project Team Role	Project Team Member(s)	Contact Information
Project Manager	Jonathan Silver	636-949-3241 jonathan.silver@stcharlescitymo.gov
Director of Engineering	Daniel Mann	636-949.3237 daniel.mann@stcharlescitymo.gov
Assistant City Engineer, Design	Jim Gilliam	636-949-3243 James.gilliam@stcharlescitymo.gov
Assistant City Engineer, Construction	Jim Gremaud	636-949-3240 james.gremaud@stcharlescitymo.gov
Right-of-Way Specialist	Christine Douglas	636-949-3245 christine.douglas@stcharlescitymo.gov
Director of Public Works	Nick Galla	636-255-6135 nicholas.galla@stcharlescitymo.gov
Public Works Superintendent	Daryl Hampel	636-949-3363 daryl.hampel@stcharlescitymo.gov

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Utilities Superintendent	John Phillips	636-255-6121 john.phillips@stcharlescitymo.gov
Sewer Maintenance Supervisor	Erin Ruppert	636-949-3235 erin.ruppert@stcharlescitymo.gov
City Construction Inspector	TBD	TBD
Design Consultant	TBD	TBD
St. Charles County	Amanda Brauer	636-949-7490
MoDOT	TBD	TBD

3.1 [PMP – Organizational Chart]

Attach Org. Chart Exhibit

3.2 [PMP – Communications Plan]

Add document online

4 PROJECT SCOPE STATEMENT

4.1 Goals and Objectives

Main Street Extension

Goals	Objectives
Construct new roadways, Reestablish the grid network.	• Extend Main St. through ACF Property • Extend three cross streets from Second St. (Morgan St., Franklin St., and Lewis St.) • Add curb and gutter • Add on-street parking and medians • Add storm sewers and inlets
Improve pedestrian facilities	• Add 5’ sidewalks to both sides • Add 2’ wide paver/green space buffer • Add ADA compliant crosswalks and ramps
Lighting, Landscaping	• New street and pedestrian lighting • New benches, trash receptacles, and bike racks • Add landscaping throughout
Frenchtown Great Streets Plan	• Incorporate features from the 2020 Great Streets plan into the project.

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N. Second Street Improvements

Goals	Objectives
Mill & Overlay roadway, reconstruct curbs, permeable paver parking lanes	• Provide a 2" mill & overlay • Replace curb • Relocate curb/grate inlets to accommodate bulb-outs • Construct permeable paver parking lanes on both sides
Improve pedestrian facilities	• New 6'-10' wide ADA sidewalks on both sides • 10' shared use path to connect Boschert Trail to the Katy Trail. • Add shared lane bicycle markings • Add ADA curb ramps, crosswalks • Add bus/trolley station near Frenchtown Park
Lighting, Landscaping and other utilities	• Add new street and pedestrian lighting • Construct rain gardens and plantings to be incorporated into bulb outs and other areas where curbs are extended • Underground Ameren, Everstream, and Spectrum lines • New benches, trash receptacles, and bike racks.
Frenchtown Great Streets Plan	• Incorporate features from the 2020 Great Streets plan into the project.

4.2 Statements of Work (SOW)

[Design Consultant work shall include Utility Coordination and Approvals with Private Companies and City Water & Sewer Divisions]

SOW	Owner/Prime	Due Date/Sequence
Consultant Solicitation	City	5/24/23
Select Consultant	City	7/21/23
Consultant Contract Review	MoDOT	8/15/23
Design Notice To Proceed	Design	9/15/23
Field Survey and Submittal	Consultant	12/31/23
Utility Coordination Meeting 1	Consultant	12/20/23
Environmental & Permitting	Consultant	4/24/24
Cultural Survey	Consultant	4/24/24
Conceptual Plan	Consultant	1/15/24
Conceptual Review	City	1/30/24
Preliminary Plan	Consultant	4/15/24
Preliminary Plan Approval	City/MoDOT/County	5/15/24

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Prelim. Utility Relocation Plan	Consultant	5/25/24
Right of Way Plan	Consultant	7/1/24
Right of Way Plan Approval	City/MoDOT	8/1/24
Right of Way Acquisition	City	3/10/25
Pre-Final PS&E Submittal	Consultant	7/15/25
Pre-Final PS&E Approval	City	8/4/25
Final PS&E	Consultant	9/15/25
Final PS&E Approval	City/MoDOT/County	9/22/25
Bid	City	12/16/25
Construction	City	1/1/26
Final Close Out	City	1/13/27

4.3 Milestones and Deliverables

Milestone	Deliverable
1. STP Agreement	• Executed STP Agreement
2. Consultant Contract	• Executed Contract • Updated Project Charter • Design Standards
3. Survey	• Utility Investigation and Locates • Title Reports • ROW
4. Conceptual Plan	• Conceptual Plans and Alternatives Analysis
5. Preliminary PS&E Submittal	• Preliminary Plans (with Landscape Plans) • Utility Log
6. Preliminary Approval	• MoDOT and City Preliminary Plan Approval
7. Utility Relocation Plan	• Utility Relocation Plan Approval
8. Right of Way Plan Submittal	• Right of Way Plans • Sealed Right of Way and Parcel (R/W, permanent and temporary easements) legal descriptions and exhibits. • A Date Request
9. Right of Way Acquisition	• Right of Way Clearance
10. Environmental & Permitting	• RER – Section 106, 404/401, Endangered Species, land disturbance, floodplain permit, and cultural survey submitted and approved
11. Final PS&E Submittal	• Final PS&E • Updated Utility Log
12. Final PS&E Approval	• MoDOT and City Approval of Final PS&E
13. Utility Clearance	• [Utility Agreements, No Conflict Letters, Utility Relocation Plans, Costs and Schedule, Approvals from City Water & Sewer Divisions]

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14. Bid	• Sealed Bids from Contractors
15. Begin Construction	• Executed Construction Contracts
16. Final Acceptance	• Lien Waivers, Final Invoice
17. Final Project Approval	• Final Reimbursement Check

4.4 Out of Scope

None

4.5 Project Funding

Source	FY 2023	FY 2024	FY2026	Confidence Level
City	$ 324,000	$ 1,812,000	$ 204,000	High
Federal TAP – 2nd	$ 480,000	$ 240,000	$ 4,080,000	High
CRB – N 2nd	$ 96,000	$ 48,000	$ 816,000	High
CRB – Main St	$ 300,000			High

Fiscal Year = Federal

The City is currently waiting to hear the results from the 2023 Federal STP and CRB applications. The City anticipates receiving another $6.4 million in funding for the construction of the Main Street Extension.

4.6 [PMP – Work Breakdown Structure]

Specified online.
Attach Executed Contracts

4.7 [PMP – Time Management Plan]

Managed online. Schedule shall be updated as frequently as weekly.

4.8 [PMP – Cost Management Plan]

Cost estimates shall be stored online and provided at completion of the following tasks:

- Concept Plan
- Preliminary Plan
- Utility Relocation Plan
- Right of Way Plan
- Final PS&E

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4.9 [PMP – Change Management Plan]

Managed online.

5 PROJECT CONDITIONS

If an online project plan has already been created, issues and risks can be entered online with a printed summary attached to the project charter/PMP.

5.1 Issues List

#	Description	Impact*	Priority*	Owner	Proposed Resolution
1	Review impact of rain gardens & pervious pavers with adjacent buildings & basements	Medium	Medium	City/Consultant	Verify no issues with BMP and leaking into basements of adjacent buildings
2	Verify location of adjacent buildings basements in relation to sidewalk	Medium	Medium	City Consultant	Account for any basements that may be under the existing sidewalks. ACF property is an example of this
3	Grade differences in ACF Property	High	High	City/Consultant	

5.2 Risk Register

#	Description	Impact*	Likelihood*	Owner	Proposed Mitigation
1	Right of Way and easements	High	High	City/Consultant	Work to minimize costs by explaining the project benefit to the surrounding properties.
2	Utility Relocations	High	High	City/Consultant /Utility Companies	Have accurate costs for relocations and utility companies on board

***Risk and Issue Criteria:**

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Description	Impact	Priority	Likelihood
High	occurrence will have a substantial impact on the progress or result of the project	requires immediate follow-up and resolution	very likely to occur
Medium	occurrence will have an impact on the progress or result of the project, but within reasonable tolerances	requires follow-up before completion of next project milestone	may occur
Low	occurrence will have only minor impacts on the progress or result of the project	requires resolution prior to project completion	probably will not occur

5.3 Stakeholder Input Summary

Name	Organization	Role	Interests
City Council Members	City	Represent the citizens of the City	Completing a project on schedule, within budget, and meets the needs of the community
Historic Frenchtown Association	Community	Represents the Frenchtown District	To build and sustain community through supporting neighbors and promoting local businesses.
Property Owners	Owners of property adjacent to project	ROW and easements will need to be acquired from these stakeholders	• Receiving fair compensation for any ROW or easement needed on their property. • Appearance of project / property at completion. • Maintaining access to their property.
MoDOT	MoDOT	Represents citizens of the state	• Utilization of Federal Funds • Project completed to Federal standards

5.4 [PMP – Issue and Risk Management Plan]

Managed online

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6 PROJECT STANDARDS

6.1 Standards

- City of St. Charles (Design codes and plan checklist)
- St. Louis County Highways and Traffic
    i. Standard Drawings
    ii. Design Criteria Manual
    iii. Standard Specifications for Highway Construction
- Americans with Disabilities Act Accessibility Guidelines
- Manual of Uniform Traffic Control Devices (MUTCD)
- Missouri Department of Transportation (MoDOT)
    i. MoDOT LPA Manual

6.2 Permits/Outside Approvals

- DNR Land Disturbance Permit
- City of St. Charles Floodplain Permit
- MoDOT LPA Approval
- St. Charles County Approval

6.3 Utility Coordination

- **Utility Coordination Log** – Design Consultant to contact and coordinate with private utility companies and City Water & Sewer Divisions throughout design and document all communication and meetings on the City Standard Utility Coordination Log
- **Contact Information** – provided by City, verified by Design Consultant
- **Survey Location Verification** – Design Consultant to verify surveyed utility locations with private utility companies records and City records including GIS data and As-built plans, resolve any discrepancies and submit revised Survey Plans to City
- **Preliminary Plan of Adjustment** – Design Consultant to identify utility conflicts during preliminary design and develop possible resolutions with private utility companies and City Water & Sewer Divisions, identify right of way and utility easement requirements
- **Relocation Plan and Approval** – Obtain relocation plans from private utility companies, show utility relocations by others on the plans, and design City water and sewer relocations with City Water & Sewer Divisions approval
- **Utility Agreements** – the City will reimburse private utility companies for relocating utilities within easements or undergrounding of existing aerial utilities, Design Consultant shall coordinate with City and private utility companies to obtain Utility Agreements with exhibits for relocations plans, estimate of City costs, schedule for relocation work, and acquired utility easements. Utility Agreements require 2 City Council meetings for approval. If no City costs are expected, then Design Consultant shall obtain a No Utility Conflicts Letter or a Memorandum of Understanding Letter from private utility companies.
- **Job Special Provision for Existing Utilities** – Design Consultant to provide a specification for Existing Utilities with utility contact information, known utility conflicts, detailed description of relocation plan, and pothole information or instructions for Contractor

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- **Utility Clearance –** Design Consultant to package and submit completed utility coordination log, utility agreements with relocation plans and cost estimates, no conflict letters, recorded utility easements for City Approval of Utility Clearance prior to Advertisement of Bid

6.4 Notes

- Consultant will submit a set of plans and bid documents for each project.
- Consultant hours should be tracked and submitted by project

7 APPROVALS

Prepared by _____
Project Manager

Approved by _____
Consultant

_____
Assistant City Engineer

_____
Director of Engineering

_____
[Other/Stakeholder]

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8 APPENDICES

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8.2 Project Organization Chart

8.3 Project Communications Plan

8.4 Default Project Reports

8.4.1 Status Report

(Generated Online)

8.4.2 Milestone Report

8.4.3 Cost Report

8.5 Executed Consultant Contract(s)

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ATTACHMENT B
N. 2ND ST. IMPROVEMENTS - CITY PROJ. NO. 23ENGST2, TAP-7303(622)
ESTIMATE OF COSTS PER CONSULTANT

FEE SUMMARY

FIRM		FEE	HOURS	% OF TOTAL FEE
CMT	$	518,721.22	3270	58.57%
EDSI *	$	113,449.00	741.5	12.81%
SCI ENGINEERING	$	65,830.93	315	7.43%
SWT DESIGN	$	94,369.02	642	10.66%
TREKK DESIGN GROUP *	$	85,736.72	516	9.68%
TWM, INC.	$	7,500.02	58.5	0.85%
TOTAL	**$**	**885,606.91**	**5543.0**	**100.00%**

*DBE Potential Participation =	22.49%
(if entire design fee is used)	percentage of fee

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ATTACHMENT B
N. 2ND ST. IMPROVEMENTS - CITY PROJ. NO. 23ENGST2, TAP-7303(622)
ESTIMATE OF COSTS PER TASK

	TASK	FEE	HOURS	% OF FEE	CMT	CMT Direct	EDSI	SCI	SWT	TREKK	TWM
1	CMT PROJECT ADMINISTRATION	$53,858.47	292	6.08%	$ 53,596.47	$ 262.00					
2	CMT DATA COLLECTION	$9,271.77	60	1.05%	$ 9,140.77	$ 131.00					
3	CMT CONCEPT DESIGN	$36,223.87	248	4.09%	$ 35,027.37	$ 1,196.50					
4	CMT PRELIMINARY DESIGN	$77,166.74	564	8.71%	$ 77,035.74	$ 131.00					
5	CMT RIGHT OF WAY DESIGN	$54,724.75	410	6.18%	$ 54,593.75	$ 131.00					
6	CMT FINAL DESIGN	$100,948.64	732	11.40%	$ 100,817.64	$ 131.00					
7	CMT COMMUNITY RELATIONS	$38,013.16	228	4.29%	$ 33,620.16	$ 4,393.00					
8	CMT ENVIRONMENTAL WORK	$14,585.08	98	1.65%	$ 13,888.58	$ 696.50					
9	CMT UTILITY COORDINATION	$119,109.46	546	13.45%	$ 102,126.96	$ 16,982.50					
10	CMT WATER AND SEWER	$0.00	0	0.00%	$ -	$ -					
11	CMT BIDDING & CONSTRUCTION	$14,819.28	92	1.67%	$ 14,622.78	$ 196.50					
12	EDSI	$113,449.00	741.5	12.81%			$ 113,449.00				
13	SCI ENGINEERING	$65,830.93	315	7.43%				$ 65,830.93			
14	SWT DESIGN	$94,369.02	642	10.66%					$ 94,369.02		
15	TREKK DESIGN GROUP	$85,736.72	516	9.68%						$ 85,736.72	
16	TWM, INC.	$7,500.02	58.5	0.85%							$ 7,500.02
	TOTAL	**$885,606.91**	**5543.0**	**100.00%**	**$ 494,470.22**	**$ 24,251.00**	**$ 113,449.00**	**$ 65,830.93**	**$ 94,369.02**	**$ 85,736.72**	**$ 7,500.02**

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N. 2nd St. Improvements
City Proj. No. 23ENGST2
TAP-7303(622)

ATTACHMENT B
Estimate of Cost
CMT Hours

Task No.	Task Description	Person-hours: Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Project Structural Engineer I	Structural Engineer I	Project Environmental Scientist II	Environmental Scientist I	Technician II	Senior Planner	Planner	Sub Task Total Hours	CMT Hours Per Task
1	**CMT PROJECT ADMINISTRATION**														
	Quality assurance plan		4	8	4									16	
	Progress reports and invoicing			24										24	
	City coordination			20	20									40	
	Subconsultant coordination			20	20									40	
	Agency and development coordination			20	20									40	
	Core team meetings			24	24	12								60	
	Design team meetings			16	16	8								40	
	Correspondence			24	8									32	
															292
2	**CMT DATA COLLECTION**														
	Review available data and current 2nd St plans			2	8	2								12	
	Project site visits			8	16	8								32	
	Development plans review			4	8	4								16	
															60
3	**CMT CONCEPT DESIGN**														
	Concept design workshop (prep/attend)			16	20	12								48	
	Design two concept alternatives			8	40	32								80	
	Concept typical section and plan exhibits			4	20	16								40	
	Concept estimates and summaries			4	10	10								24	
	Complete preferred concept			4	16	16					8			44	
	Design criteria memorandum			4	8									12	
															248
4	**CMT PRELIMINARY DESIGN**														
	Preliminary design			32	180	120								332	
	Preliminary plan sheets			4	36	24	4	8			24			100	
	Preliminary cost estimate (construction/utility)			4	20	24								48	
	QAQC		4	4										8	
	Prepare/submit preliminary package			2	6									8	
	Preliminary field check and meeting			4	4	4								12	
	Address preliminary comments			4	24	24					4			56	
															564
5	**CMT RIGHT OF WAY DESIGN**														
	Update/refine prelim for ROW confidence			2	40	36								78	
	Incorporate anticipated utility POA			2	8	32								42	
	Finalize ROW and easement lines			2	32	24								58	
	Right of way plan sheets			2	24	12					24			62	
	Right of way cost estimate (construction/utility)			2	12	16								30	
	QAQC		4	4										8	
	Prepare/submit ROW package			2	6									8	
	Address ROW comments			4	24	12								40	
	Coordinate plats/descriptions with EDSI				8									8	
	Revise ROW plans due to negotiations			4	24	24					8			60	
	Attend four meetings with property owners			8	8									16	
															410
6	**CMT FINAL DESIGN**														
	Final design			32	172	120	4	16						344	
	Final plan sheets			12	60	60		4			24			160	
	Final cost estimate (construction/utility)			12	24	24								60	
	Job special provisions / supporting PS&E data			12	24	12								48	
	QAQC		4	4										8	
	Prepare/submit final PS&E package (95%)			2	6	4								12	
	Final field check and meeting			4	4	4								12	
	Address final plan comments			4	32	32	2	2			8			80	
	Prepare/submit final PS&E package (100%)			2	6									8	
															732

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N. 2nd St. Improvements
City Proj. No. 23ENGST2
TAP-7303(622)

ATTACHMENT B
Estimate of Cost
CMT Hours

Task No.	Task Description	Person-hours: Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Project Structural Engineer I	Structural Engineer I	Project Environmental Scientist II	Environmental Scientist I	Technician II	Senior Planner	Planner	Sub Task Total Hours	CMT Hours Per Task
7	**CMT COMMUNITY RELATIONS**														
	Project administration (core team, branding, PR)			4								12		16	
	Advisory groups			8								12	12	32	
	Frenchtown design week			6	6							12	16	40	
	Targeted meetings (property owners, stakeholders)			8								12	12	32	
	Concept/visioning workshop			10	12							12	12	46	
	Preliminary plans open house - prep/attend			10	16							24	12	62	
															228
8	**CMT ENVIRONMENTAL WORK**														
	Request for environmental review (RER)			4					8	16				28	
	Cultural resources coordination								4	4				8	
	HazMat assessment and coordination of any ESAs								2	8				10	
	Threatened and endangered species evaluation								4	32				36	
	Meetings and coordination with MoDOT/SHPO								8	8				16	
															98
9	**CMT UTILITY COORDINATION**														
	Records research (public and private)			8										8	
	SUE provider coordination - Level B			8										8	
	One call ticket coordination with surveyor			30		10								40	
	Utility topo review and confirmation with utilities			16		4								20	
	Pothole plan development/coordination			6		6								12	
	Duct bank plan with Ameren			64		36								100	
	Convert Ameren plans to CAD and determine bid items			40		40								80	
	Impacted secondary services coordination			80		40								120	
	Utility coordination meetings			32		8								40	
	Send out plans to utility companies			4		12								16	
	Show exist and POA in plans, xsections, culvert sections			20										20	
	Non-electric reimbursable determination (OH to UG)			20										20	
	Utility cost estimates/plans for agreement prep			30										30	
	Special utility sheets as necessary			4										4	
	Maintain utility coordination log report			8										8	
	Utility job special provision			8										8	
	Utility status letter			2										2	
	Coordinate early utility relocations before construction			2										2	
	Prepare and attend preconstruction meeting			8										8	
															546
10	**CMT WATER AND SEWER**														
	None forecasted													0	
															0
11	**CMT BIDDING & CONSTRUCTION**														
	Attend prebid and precon conferences			4	4	2								10	
	Answer questions during bidding phase			2	6									8	
	Answer questions during construction phase			8	24	8								40	
	Shop drawing approvals			8	24		2							34	
															92
	Total Person-Hours	0	16	842	1134	894	12	30	26	68	100	84	64	**3270**	total
	Hourly Salary	$100.00	$86.00	$72.00	$47.00	$34.00	$65.00	$41.00	$72.00	$35.00	$36.00	$48.00	$32.00	total	labor
	Total Cost	$0.00	$1,376.00	$60,624.00	$53,298.00	$30,396.00	$780.00	$1,230.00	$1,872.00	$2,380.00	$3,600.00	$4,032.00	$2,048.00	hours	**$161,636.00**

Labor		$161,636.00
General Overhead / Payroll Additives (170.43%)	+	$275,476.23
	Subtotal	$437,112.23
Fixed Fee (13.0%)	+	$56,824.59
	Subtotal	$493,936.83
FCCM (0.33%) Applied to Labor Only	+	$533.40
CMT Direct Costs	+	$24,251.00
CMT Fee =		**$518,721.22**

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CMT DIRECT COSTS, CITY PROJ. NO. 23ENGST2, TAP-7303(622)

TASK	TASK NAME					
1	CMT Project Administration	Mileage:	400 miles @	$0.655	$	262.00
		Equipment:		$0	$	-
		Miscellaneous:		$0	$	-
		Printing/Postage:		$0	$	-
					TASK DIRECT COST TOTAL	$ 262.00
2	CMT Data Collection	Mileage:	200 miles @	$0.655	$	131.00
		Equipment:		$0	$	-
		Miscellaneous:		$0	$	-
		Printing/Postage:		$0	$	-
					TASK DIRECT COST TOTAL	$ 131.00
3	CMT Concept Design	Mileage:	300 miles @	$0.655	$	196.50
		Equipment:		$0	$	-
		Miscellaneous:		$0	$	-
		Printing/Postage:		$1,000	$	1,000.00
					TASK DIRECT COST TOTAL	$ 1,196.50
4	CMT Preliminary Design	Mileage:	200 miles @	$0.655	$	131.00
		Equipment:		$0	$	-
		Miscellaneous:		$0	$	-
		Printing/Postage:			$	-
					TASK DIRECT COST TOTAL	$ 131.00
5	CMT Right of Way Design	Mileage:	200 miles @	$0.655	$	131.00
		Equipment:		$0	$	-
		Miscellaneous:		$0	$	-
		Printing/Postage:			$	-
					TASK DIRECT COST TOTAL	$ 131.00
6	CMT Final Design	Mileage:	200 miles @	$0.655	$	131.00
		Equipment:		$0	$	-
		Miscellaneous:		$0	$	-
		Printing/Postage:			$	-
					TASK DIRECT COST TOTAL	$ 131.00
7	CMT Community Relations	Mileage:	600 miles @	$0.655	$	393.00
		Equipment:		$0	$	-
		Miscellaneous:	Pop-up supplies	$500	$	500.00
		Printing/Postage:		$3,500	$	3,500.00
					TASK DIRECT COST TOTAL	$ 4,393.00
8	CMT Environmental Work	Mileage:	300 miles @	$0.655	$	196.50
		Equipment:		$0	$	-
		Miscellaneous:		$500	$	500.00
		Printing/Postage:		$0	$	-
					TASK DIRECT COST TOTAL	$ 696.50
9	CMT Utility Coordination	Mileage:	1,500 miles @	$0.655	$	982.50
		Equipment:		$0	$	-
		Miscellaneous:	SUE Direct Cost	$16,000	$	16,000.00
		Printing/Postage:		$0	$	-
					TASK DIRECT COST TOTAL	$ 16,982.50
11	CMT Bidding and Construction	Mileage:	300 miles @	$0.655	$	196.50
		Equipment:		$0	$	-
		Miscellaneous:		$0	$	-
		Printing/Postage:		$0	$	-
					TASK DIRECT COST TOTAL	$ 196.50
					CMT DIRECT COST	**$ 24,251.00**

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MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

July 11, 2023

David Burkum
Crawford, Murphy & Tilly, Inc.
2750 West Washington Street
Springfield, IL 62702

Dear Mr. Burkum:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Crawford, Murphy & Tilly, Inc. will be added to the Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Doing Business With MoDOT– select Consultant Services – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2022. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	170.43%
Facilities Capital Cost of Money Rate	.33%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Niekamp

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Keith Jennings-de

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CRAWFORD, MURPHY & TILLY, INC.
SUMMARY OF INDIRECT OVERHEAD COST
AUDITED CALENDAR YEAR 2022
AND PROVISIONAL 2022/2023

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS	
	PAYROLL BURDEN AND FRINGE BENEFITS		
6151	FICA Tax	12.19%	
6102, 6103, 6170	Paid Time Off (Vacation, Holidays and Sick Leave)	17.60%	
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	18.02%	
6159, 6160	Employee Retirement Plan Contributions	9.92%	57.73%
	GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE		
6104-6120	Indirect Salaries - Not Allocable to Projects	68.30%	
6222, 6264	Miscellaneous Taxes	1.02%	
6231	Professional Fees	2.98%	
6251	Rent	10.30%	
6252	Utilities	0.74%	
6271	Telephone & Data	1.75%	
6253-6254	Maintenance, Repairs & Supplies	1.62%	
6261-6265	Office Supplies, Shipping & Reproduction	0.81%	
6281, 6284	Seminars, Registration & Education	1.72%	
6291,92,95,6321-23	Travel & Vehicle Expense	2.93%	
6331, 6332	Business Insurance	3.13%	
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.35%	
6366, 6367, 6368	Computer Expense & Supplies	12.14%	
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	0.56%	
6401+COFC	Depreciation & Cost of Facilities Capital (0.33%)	3.68%	113.03%
	TOTAL OVERHEAD		170.76%

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ATTACHMENT B

EDSI
ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

Project: Frenchtown Great Streets: N. 2nd St Improvements (TAP-7303(622))

Prepared by: Brett Brooks

Date Prepared: August 11, 2023

2nd Street Survey Fee	$96,649	*
Title Report Direct Cost	$16,800	*
	$113,449	

**See Attached Sheets For Details*

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ATTACHMENT B

Engineering Design Source, Inc.

Date Prepared: August 11, 2023

Project Name: Frenchtown Great Streets: N. 2nd St Improvements (TAP-7303(622))

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Management & Meetings							
1.1 Kickoff Meeting		2					2
1.2 Monthly Meetings		6					6
1.3 Milestone Meetings		4					4
1.4 Management - Scheduling - Updates	2	4					6
SUB-TOTAL HOURS	**2**	**16**	**0**	**0**	**0**	**0**	**18**
2. Project Control							
2.1 Control Search & Plan		0.5					0.5
2.2 Horizontal Control - Modified State Plane Datum					4		4
2.3 Vertical Control - NAVD 88					2		2
2.4 Balance/Process Coordinates		1					1
2.5 Three Point Ties - Field					2		2
2.6 Three Point Tie Drawings & Land Tie				4			4
2.7 Project Coordination / QA/QC		1					1
SUB-TOTAL HOURS	**0**	**2.5**	**0**	**4**	**8**	**0**	**14.5**
3. Utility Coordination - For Locating Purposes							
3.1 Coordination & Scheduling		2					2
3.2 Submitting One Call Tickets & Follow Ups			16				16
3.3 Map Requests			16				16
3.4 Survey Locations of Marked Utilities					16		16
3.5 Log Utility Data and Mapping			8				8
3.6 Process Basefile & Incorporate Record Facility Data			24				24
3.7 QA/QC		4					4
SUB-TOTAL HOURS	**0**	**6**	**64**	**0**	**16**	**0**	**86**
4. Topographic Survey							
4.1 Coordination & Scheduling		4					4
4.2 Field Work - 2,300 linear feet - 70 foot width					36		36
4.3 Process Data			32				32
4.4 Annotate Drawings				4			4
4.5 Create TIN			24				24
4.6 Field Work - 2 days of pick-up surveys					16		16
4.7 Process Data			12				12
4.8 Annotate Drawings				2			2
4.9 Create TIN			10				10
4.10 QA/QC		8					8
SUB-TOTAL HOURS	**0**	**12**	**78**	**6**	**52**	**0**	**148**
5. Property Research & Right-of-Way Survey							
5.1 Coordination & Scheduling		2					2
5.2 Record Research		2		8			10
5.3 Calculate and Draw Record Data				8			8
5.4 Corner Search					16		16
5.5 Corner Locate					12		12
5.6 Process Data		32		20			52
5.7 Final Drawing - Annotate Ownerships and Dimensions				4			4
5.8 QA/QC		4					4
SUB-TOTAL HOURS	**0**	**40**	**0**	**40**	**28**	**0**	**108**
6. Title Review and Acquisition Documents							
6.1 Review proposed acquisition areas			8				8
6.2 Title report review and incorporate - Maximum 42		21		42			63
6.3 Prepare descriptions		42		126			168
6.4 QA/QC and revisions - Maximum 8		8		16			24
SUB-TOTAL HOURS	**0**	**71**	**8**	**184**	**0**	**0**	**263**
MAN HOURS BY CLASSIFICATION	**2**	**147.5**	**150**	**234**	**104**	**0**	**637.5**
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	$73.25	$59.42	$46.94	$33.38	$60.12	$35.41	
Overhead Rate 177.94%	$130.34	$105.73	$83.53	$59.40	$106.98	$63.01	**FIXED FEE-TOTAL**
Profit 14%	$28.50	$23.12	$18.27	$12.99	$23.39	$13.78	$11,679
Average Hourly Billing Rate	**$232.09**	**$188.27**	**$148.73**	**$105.77**	**$190.49**	**$112.20**	**LABOR-TOTAL**
COST BY CLASSIFICATION	$464	$27,770	$22,310	$24,749	$19,811	$0	**$95,104**

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying - Large	$100.00	$100.00	1	Lump Sum
Record Research	$500.00	$500.00	1	Lump Sum
Order Informational Title Report	$16,800.00	$400.00	42	Per Parcel
Vehicle Usage	$845.00	$65.00	13	Per Day
Misc. Survey Supplies	$100.00	$100.00	1	Lump Sum
DIRECT COST - TOTAL	**$18,345.00**			

Assumptions: No ROW plans will be prepared by EDSI

2nd Street Survey Total Fee	**$113,449**

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MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

November 11, 2022

Debbie Wyman
Engineering Design Source, Inc.
16141 Swingley Ridge Road, Suite 300
Chesterfield, MO 63017

Dear Ms. Wyman:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Engineering Design Source, Inc. will be added to the Consultant Prequalification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2021. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	177.75%
Facilities Capital Cost of Money Rate	.19%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Niekamp

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Keith Jennings-de

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ENGINEERING DESIGNSOURCE, INC
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS & OVERHEAD
FOR THE PERIOD ENDING DECEMBER 31, 2021

Description	% of Direct Labor
Direct Labor	100.00%
Fringe Benefits	
Paid Time Off	17.57%
Payroll Taxes	14.82%
Health Insurance	13.10%
Workmen's Compensation	0.51%
Retirement Contributions	6.75%
Officer Life/Disability Ins.	0.52%
Bonuses	11.12%
Total Fringe Benefits	**64.39%**
General Overhead:	
Indirect Labor	56.61%
Outside Services	2.73%
Outside Services-Direct	0.00%
Operating Supplies	5.33%
Postage & Delivery	0.02%
Rent	15.54%
Equipment Rental	0.15%
Internet Costs	0.46%
Telephone	0.94%
Computer Support	1.47%
Education/Training	2.21%
Advertising-Employment	0.38%
Advertising-General	0.00%
Insurance	3.73%
Travel & Lodging	0.79%
Business Meals/Employee Events	0.05%
Entertainment	0.00%
Vehicle Expense	0.41%
Other Taxes	0.59%
Permits & Licenses	0.63%
Interest Expense	0.00%
Contributions	0.00%
Seminars & Conventions	0.27%
Legal & Acounting	4.47%
Office Expense	7.57%
Bank Charges	0.03%
Depreciation-Book	6.58%
Dues & Subscriptions	2.24%
Miscellaneous Expense	0.16%
EPSL Wage Offset	0.00%
Total General Overhead	113.36%
Total Fringe Benefits and Overhead Costs	177.75%
Facilities Capital Cost of Money	0.19%
Total Fringe Benefits and Overhead Rate plus Facilities Capital Cost of Money Rate	177.94%

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ATTACHMENT B

Project Name Frenchtown Great Streets - N. 2nd St Improvements
SCI Project Number 2023-0838.10
Location St. Charles, Missouri

Date Prepared: August 16, 2023

Task Item		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Subtotal	Direct Costs	Total Cost
G1 - Coordination and Field Exploration		6		32		8			46	8,671.41	
G2 - Roadway Geotechnical Report		12		26		12		12	62		
G3 - Meetings		2		2					4		
G4 - QA/QC		5							5		
G5 - Project Administration		5							5		
TOTAL HOURS		**30**	**0**	**60**	**0**	**20**	**0**	**12**	**122**	**8,671.41**	
Hourly Salary Rate (Average)		**68.42**	**42.47**	**30.23**	**24.00**	**30.80**	**21.18**	**29.01**			
Direct Labor		**2,052.60**	**0.00**	**1,813.80**	**0.00**	**616.00**	**0.00**	**348.12**	**4,830.52**		
Overhead Rate	**190.64%**	**3,913.08**	**0.00**	**3,457.83**	**0.00**	**1,174.34**	**0.00**	**663.66**	**9,208.90**		
FCCM	**0.471%**	**9.67**	**0.00**	**8.54**	**0.00**	**2.90**	**0.00**	**1.64**	**22.75**		
Profit	**14.80%**	**882.92**	**0.00**	**780.20**	**0.00**	**264.97**	**0.00**	**149.74**	**2,077.83**		
Total Labor Cost		**$6,858.26**	**$0.00**	**$6,060.37**	**$0.00**	**$2,058.21**	**$0.00**	**$1,163.16**	**16,140.01**		
TOTAL COST										**Total**	**24,811.41**
Average Rate per Classification	2.9064	$228.61	$0.00	$101.01	$0.00	$102.91	$0.00	$96.93			

Cost per Task		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
G1 - Coordination and Field Exploration		1,371.65		3,232.20		823.29			5,427.14	8,671.41	14,098.54
G2 - Roadway Geotechnical Report		2,743.31		2,626.16		1,234.93		1,163.16	7,767.55	0.00	7,767.55
G3 - Meetings		457.22		202.01					659.23	0.00	659.23
G4 - QA/QC		1,143.04							1,143.04	0.00	1,143.04
G5 - Project Administration		1,143.04							1,143.04		1,143.04
0									0.00		0.00
TOTALS		**6,858.26**	**0.00**	**6,060.37**	**0.00**	**2,058.21**	**0.00**	**1,163.16**	**16,140.01**	**8,671.41**	**24,811.41**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ATTACHMENT B

Project Name **Frenchtown Great Streets - N. 2nd St Improvements**
SCI Project Number **2023-0838.10**
Location **St. Charles, Missouri**

SCI Direct Costs			Rate		Totals
G1 - Coordination and Field Exploration					
Traffic Control, Tramar (per hour)	16	$	195.00	$	3,120.00
Pavement Coring (per inch)	36	$	7.00	$	252.00
Coring Setup, each	4	$	60.00	$	240.00
4 Soil Test Borings with Sampling	1	$	3,250.00	$	3,250.00
Mileage	51	$	0.655	$	33.41
			Subtotal		**$6,895.41**
G1- Laboratory Testing					
Visual Classification and Moisture Contents (ASTM D2488/D2216)	16	$	14.00	$	224.00
Atterberg Limit Tests (ASTM D4318)	4	$	85.00	$	340.00
Sieve Analysis with Percent Finer than #200 (ASTM D422)	4	$	98.00	$	392.00
California Bearing Ratio (CBR)	1	$	60.00	$	60.00
Standard Proctor (ASTM D 698)	1	$	300.00	$	300.00
Unconfined Compressive Strength (Qu) Test (Soil - Undisturbed)	4	$	115.00	$	460.00
			Subtotal		**$1,776.00**
			Subtotal Direct Costs		**$8,671.41**

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ATTACHMENT B

Project Name **Frenchtown Great Streets - N. 2nd Street Improvements**
SCI Project Number **2023-0838**
Location **St. Charles, Missouri**

Date Prepared: **August 16, 2023**

Task Item		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Subtotal	Direct Costs	Total Cost
Hazardous Material Screening		2		24		3		8	37	857.86	
									0		
									0		
									0		
									0		
									0		
TOTAL HOURS		**2**	**0**	**24**	**0**	**3**	**0**	**8**	**37**	**857.86**	
Hourly Salary Rate (Average)		**68.42**	**42.47**	**30.23**	**24.00**	**30.80**	**21.18**	**29.01**			
Direct Labor		**136.84**	**0.00**	**725.52**	**0.00**	**92.40**	**0.00**	**232.08**	**1,186.84**		
Overhead Rate	**190.64%**	**260.87**	**0.00**	**1,383.13**	**0.00**	**176.15**	**0.00**	**442.44**	**2,262.59**		
FCCM	**0.471%**	**0.64**	**0.00**	**3.42**	**0.00**	**0.44**	**0.00**	**1.09**	**5.59**		
Profit	**14.80%**	**58.86**	**0.00**	**312.08**	**0.00**	**39.75**	**0.00**	**99.83**	**510.52**		
Total Labor Cost		**$457.22**	**$0.00**	**$2,424.15**	**$0.00**	**$308.73**	**$0.00**	**$775.44**	**3,965.54**		
TOTAL COST										**Total**	**4,823.40**
Average Rate per Classification	2.9064	$228.61	$0.00	$101.01	$0.00	$102.91	$0.00	$96.93			

Cost per Task		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Hazardous Material Screening		457.22		2,424.15		308.73		775.44	3,965.54	857.86	4,823.40
0									0.00	0.00	0.00
0									0.00	0.00	0.00
0									0.00	0.00	0.00
0									0.00		0.00
0									0.00		0.00
TOTALS		**457.22**	**0.00**	**2,424.15**	**0.00**	**308.73**	**0.00**	**775.44**	**3,965.54**	**857.86**	**4,823.40**

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Project Name **Frenchtown Great Streets - N. 2nd Street Improvements**
SCI Project Number **2023-0838**
Location **St. Charles, Missouri**

SCI Direct Costs

			Rate	Totals
Hazardous Material Screening				
Environmental Data Resources Report	1	$	850.00	$ 850.00
Mileage	12	$	0.655	$ 7.86
			Subtotal	**$857.86**
			Subtotal Direct Costs	**$857.86**

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ATTACHMENT B

Project Name: **Frenchtown Great Streets - 2nd St.**
SCI Project Number: **2023-0838.40**
Location **St. Charles, Missouri**

Date Prepared: **August 16, 2023**

Task Item		Senior Scientist	Project Engineer I	Senior Archaeologist	Cultural Resource Crew Chief	Archaeological Technician	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
Archaeology Survey				40	40	32	12	8	132	446.50	
Architecture Survey				24					24	20,000.00	
									0		
									0		
									0		
									0		
TOTAL HOURS		**0**	**0**	**64**	**40**	**32**	**12**	**8**	**156**	**20,446.50**	
Hourly Salary Rate (Average)		**47.77**	**42.47**	**38.00**	**24.00**	**22.50**	**30.80**	**29.01**			
Direct Labor		**0.00**	**0.00**	**2,432.00**	**960.00**	**720.00**	**369.60**	**232.08**	**4,713.68**		
Overhead Rate	**190.64%**	**0.00**	**0.00**	**4,636.36**	**1,830.14**	**1,372.61**	**704.61**	**442.44**	**8,986.16**		
FCCM	**0.471%**	**0.00**	**0.00**	**11.45**	**4.52**	**3.39**	**1.74**	**1.09**	**22.20**		
Profit	**14.80%**	**0.00**	**0.00**	**1,046.12**	**412.94**	**309.71**	**158.98**	**99.83**	**2,027.58**		
Total Labor Cost		**$0.00**	**$0.00**	**$8,125.94**	**$3,207.61**	**$2,405.71**	**$1,234.93**	**$775.44**	**15,749.62**		
TOTAL COST										**Total**	**36,196.12**
Average Rate per Classification	2.9064	$0.00	$0.00	$126.97	$80.19	$75.18	$102.91	$96.93			

Cost per Task		Senior Scientist	Project Engineer I	Senior Archaeologist	Cultural Resource Crew Chief	Archaeological Technician	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Archaeology Survey				5,078.71	3,207.61	2,405.71	1,234.93	775.44	12,702.39	446.50	13,148.89
Architecture Survey				3,047.23					3,047.23	20,000.00	23,047.23
0									0.00	0.00	0.00
0									0.00	0.00	0.00
0									0.00		0.00
0									0.00		0.00
TOTALS		**0.00**	**0.00**	**8,125.94**	**3,207.61**	**2,405.71**	**1,234.93**	**775.44**	**15,749.62**	**20,446.50**	**36,196.12**

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ATTACHMENT B

Project Name: **Frenchtown Great Streets - 2nd St.**
SCI Project Number **2023-0838.40**
Location **St. Charles, Missouri**

SCI Direct Costs		**Units**		**Rate**	**Totals**
Archaeology Survey					
	Arrow GPS	5	$	50.00	250.00
	Mileage	300	$	0.655	196.50
				Subotal	**$446.50**
Architecture Survey					
	Architectural Historian (Hours)	100	$	200.00	20,000.00
				Subtotal	**$20,000.00**
				Total	**$20,446.50**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ATTACHMENT B

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Frenchtown Great Streets – 2nd Street Improvements– Consulting Services

Project Number: 2023-0838.10, .20, .40,/ TJB, BKB, BMC

Date: August 17, 2023

Fee: Hourly basis in accordance with the enclosed CPFF Estimates

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports

NOTICE TO OWNER: **(FOR SITES IN MISSOURI ONLY)**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

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compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

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Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

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have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.

ASFE
THE BEST PEOPLE ON EARTH
8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

August 9, 2023

Pam Schemmer
SCI Engineering, Inc.
130 Point West Blvd.
St. Charles, MO 63301

Dear Ms. Schemmer:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. SCI Engineering, Inc. will be added to the Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Doing Business With MoDOT– select Consultant Services – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2022. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	190.64%
Facilities Capital Cost of Money Rate	.471%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Niekamp

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Keith Jennings-de

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SCI ENGINEERING, INC.
SCHEDULE OF INDIRECT COSTS
FOR THE YEAR ENDED DECEMBER 31, 2022

Description	General Ledger Balance	Portion Unallowable	FAR Reference	Total Proposed	
Direct Labor	**$4,340,731**			**$ 4,340,731**	
Fringe Benefits					
Vacation/Holiday/Paid Leave	$ 833,006	-		$ 833,006	
Payroll Taxes	728,103	-		728,103	
Group Insurance	737,320	-		737,320	
Pension and Profit Sharing	314,081	-		314,081	
Incentive Payments	370,842	(3,924)		366,918	
Seminars/Education	51,291	(600)		50,691	
Employee Welfare	57,207	(16,240)		40,966	
Total Fringe Benefits	**$3,091,852**	**$ (20,765)**		**$ 3,071,087**	
General Overhead					
Non-Project Labor	$4,159,165	$ (145,131)		$ 4,014,034	
Recruiting	5,252	-		5,252	
Building Costs (Rent)	651,642	(138,183)		513,459	
Other Occupancy Costs	195,599	-		195,599	
Supplies	66,735	-		66,735	
Field Supplies and Equipment	149,336	-		149,336	
Laboratory Costs	199,981	(3,663)		196,318	
Postage and Shipping	20,292	-		20,292	
Equipment Rent/Maintenance	58,360	(506)		57,854	
Interest	70,749	(70,749)		-	
Telephone	184,245	-		184,245	
Business Insurance	310,244	(14,073)		296,171	
Legal & Other Professional Fees	259,020	(101,506)		157,514	
Administrative Travel	68,071	(13,708)		54,363	
Dues, Memberships and Registrations	134,458	(19,414)		115,044	
Subscriptions and Publications	5,840	-		5,840	
Depreciation and Amortization	172,330	-		172,330	
Payroll and Benefits Administration Service	65,606	-		65,606	
State and Local Taxes and Licenses	39,777	-		39,777	
Direct Selling Costs	13,506	-		13,506	
Safety Equipment and Other Costs	50,339	-		50,339	
Advertising	7,644	(7,644)		-	
Public Relations	3,764	(3,764)		-	
Entertainment	39,642	(39,642)		-	
Donations	16,909	(16,909)		-	
IT Costs	423,805	-		423,805	
Bank Service Charges	130,872	-		130,872	
Vehicle Costs	382,892	(283,764)		99,128	
Parking & Tolls	7,998	(181)		7,817	
Miscellaneous Expense	594			594	
Direct Cost Recovery	(1,831,570)			(1,831,570)	
Total General Overhead	**6,063,093**	**(858,835)**	**-**	**5,204,259**	
Total Indirect Costs	**9,154,945**	**(879,600)**	**-**	**8,275,345**	**190.64%**
FCCM				**20,466**	**0.471%**
	9,154,945			**8,295,811**	
Percentage of Direct Labor				**191.12%**	

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ATTACHMENT B

N. 2nd St Improvements
SWT Fee / Hours

Task I.D. #	Task Description	Hours										
		Partner (Bonnie Roy)	Senior Associate (Klaus Rausch)	Associate	Staff I (Briana Coleman)	Associate (Wes Haid)	Admin (Gary Collins)	Admin (Mindy Tobias)			Total Hours	
	2022 AVG. DIRECT LABOR RATES	**$ 65.38**	**$ 38.46**	**$ -**	**$ 28.85**	**$ 32.69**	**$ 50.48**	**$ 25.00**				
14.1	**PROJECT START UP**											
	Project Coordination	4	2								6	
	Kick off Meeting(s) / one meetings	4	4			4					12	
	Site Walk with Project Team	6	6			6					18	
											0	
	SUBTOTAL	14	12	0	0	10	0	0	0	0		36
14.2	**PUBLIC OUTREACH**											
	Public Involvement / Stakeholder Engagement										0	
	Public Involvement Plan	4	2								6	
	Stakeholder Coordination	6	6								12	
	TAC/CAC Development and Meetings	8	8								16	
	Community Engagement Facilitation	12	4			12					28	
	Narrative and Graphic support for website	2	4			8					14	
	Stakeholder coordination with local municipalities (up to 3 meetings)	9	12								21	
	Engagement Summaries	4				4					8	
	Administration										0	
	Project Reporting	3	3				24				30	
	SUBTOTAL	48	39	0	0	24	24	0	0	0		135
14.3	**PRELIMINARY LANDSCAPE DESIGN**											
											0	
	Review of corridor topographic and utility survey	1	2			2					5	
	Review of parking study results	2	2			2					6	
	Planning Workshop / Preparation	8	8			12					28	
	2020 Great Streetscape review / incorp. Into design	4	10			10					24	
	Typical Roadway Sections / Concept Development	4	8			12					24	
	Stormwater Mangement Structures	2	6			12					20	
	Bicycle lane development										0	
	Green Way Connection	2	6			10					18	
	Bus/Trolley Station study	2	2			4					8	
	Preliminary lighting plans	2	2			6					10	
	Preliminary street furniture design	2	4			4					10	
	Preliminary landscape design concepts	2	8			20					30	
	Preliminary Plans & Specifications	6	6			16					28	
	Preliminary cost estimate		4			12					16	
	Graphic Renderings (3)	4	4			40					48	
	QA/QC	1	4								5	
	SUBTOTAL	42	76	0	0	162	0	0	0	0		280

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ATTACHMENT B

N. 2nd St Improvements
SWT Fee / Hours

Task I.D. #	Task Description	Hours										
		Partner (Bonnie Roy)	Senior Associate (Klaus Rausch)	Associate	Staff I (Briana Coleman)	Associate (Wes Haid)	Admin (Gary Collins)	Admin (Mindy Tobias)			Total Hours	
14.4	**FINAL PLANS AND DOCUMENTS**											
	Preparation of Final Plans										0	
	General Notes		1			4					5	
	Summary of Quantities		1			8					9	
	Typical Sections		6			10					16	
	Construction Details		6			10					16	
	Architectural Enhancement Details	2	4			10					16	
	Landscape and Street Furniture Details	1	4			12					17	
	Submittal of Final Plans and Documents to SLDC		2			6					8	
	Cost opinion estimate		4			12					16	
	Revisions and submittal of Final Plans - Response to comments	1	2			8					11	
	Submittal of Final Plans and Documents to MoDOT		2			4					6	
	Revisions and submittal of Final Plans - Response to MoDOT comments	1	2			8					11	
	Updates to graphic renderings to reflect final plans	2	2			20					24	
	QA/QC	1	6			8					15	
	Assist during Bidding	1	10			10					21	
											0	
	SUBTOTAL	9	52	0	0	130	0	0	0	0		191
	TOTAL HOURS	**113**	**179**	**0**	**0**	**326**	**24**	**0**	**0**	**0**	**0**	**642**
	AVG. DIRECT LABOR RATES (ESCALATED)	**$ 65.38**	**$ 38.46**	**$ 33.65**	**$ 28.85**	**$ 32.69**	**$ 50.48**	**$ 25.00**	**$ -**	**$ -**		
	TOTAL COST	**$ 7,387.94**	**$ 6,884.34**	**$ -**	**$ -**	**$ 10,656.94**	**$ 1,211.52**	**$ -**	**$ -**	**$ -**		**$ 26,140.74**

Annual Labor Escalation % 3%

Labor Rate Escalation Factor	Effort by year
2024	40.00%
2025	30.00%
2026	30.00%
2027	0.00%
Total	100.00%

Labor Escalation Factor = 1.0273

Labor		$26,140.74
Overhead (197.84%)		$57,849.46
	Subtotal	$83,990.20
Fixed Fee (12.0%)		$10,078.82
	Subtotal	$94,069.02
FCCM (0%)		$0.00
	Subtotal	$94,069.02
Direct Costs		$300.00
	Project Total	$94,369.02

TOTAL PROJECT FEE	**$94,369.02**

SWT FEE	**$94,369.02**

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MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

January 24, 2023

Gary Collins
SWT Design, Inc.
7722 Big Bend Blvd.
St. Louis, MO 63119

Dear Mr. Collins:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. SWT Design, Inc. will be added to the Consultant Prequalification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2021. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	197.84%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Niekamp

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Keith Jennings-de

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Overhead Schedule

SWT Design, Inc.

Fiscal Year Ending 12/31/2021

Category	G/L Balances	DIRECT Costs	Disallowed Costs	FAR REFERENCE	TOTAL PROPOSED	% of Direct Labor
Direct Labor	$ 766,536	$ 766,536	$ -		$ 766,536	100.00%
Direct Costs	$ 386,762	$ (386,762)	$ -		$ -	0.00%
Fringe Benefits						
Paid Leave	$ 195,840	$ -	$ -		$ 195,840	25.55%
Payroll Taxes	$ 130,433	$ -	$ -		$ 130,433	17.02%
Group Insurnace	$ 129,679	$ -	$ (22,216)	(1)	$ 107,463	14.02%
Retirement Savings Plan	$ 40,355	$ -	$ -		$ 40,355	5.26%
Employee Welfare	$ 1,380	$ -	$ (1,380)	(2) (3)	$ -	0.00%
Seminars/Education	$ 16,689	$ -	$ -		$ 16,689	2.18%
Incentive Payments	$ 82,800	$ -	$ -		$ 82,800	10.80%
	$ 597,177	$ -	$ (23,596)	$ -	$ 573,580	74.83%
Indirect Costs						
Non-Project Labor	$ 592,538	$ -	$ (141,012)	(10)	$ 451,527	58.90%
Building Cost (Rent)	$ 203,045	$ -	$ (97,816)	(11)	$ 105,229	13.73%
Other Occupancy Cost	$ 46,413	$ -	$ -		$ 46,413	6.05%
Marketing - Business Development	$ 23,822	$ -	$ (7,559)	(4) (5) (6)	$ 16,264	2.12%
Legal & Other Professional Fees	$ 97,158	$ -	$ (2,850)	(12)	$ 94,308	12.30%
Equipment & Technology	$ 93,776	$ -	$ -		$ 93,776	12.23%
Supplies	$ 17,070	$ -	$ -		$ 17,070	2.23%
Business Insurance	$ 31,650	$ -	$ -		$ 31,650	4.13%
Taxes	$ 34,150	$ -	$ -		$ 34,150	4.46%
Administrative Travel	$ 33,408	$ -	$ (5,361)		$ 28,047	3.66%
Dues, Memberships & Reg.	$ 4,162	$ -	$ (4,162)	(7)	$ -	0.00%
Depreciation & Amortization	$ 60,404	$ -	$ -		$ 60,404	7.88%
Direct Cost Credit	$ (35,903)	$ -	$ -		$ (35,903)	-4.68%
Bad Debt	$ 8,204	$ -	$ (8,204)	(8)	$ -	0.00%
Interest	$ (0)	$ -	$ 0	(9)	$ -	0.00%
Other	$ (52,616)	$ -	$ 52,616	(9)	$ -	0.00%
	$ 1,157,281	$ -	$ (214,347)		$ 942,934	123.01%
Total Overhead Rate	$ 1,754,458	$ -	$ (237,943)		$ 1,516,514	197.84%
					197.84%	

FAR Notes:
(1) 31.205-19(e)(2)(v) Life Insurance on Key Employees
(2) 31.205-13(b) Employee Gifts and Recreation
(3) 31.205-14 Social Activities
(4) 31.205-1(f)(5) Brochures and Other Promotional Material
(5) 31.205-1 & 31.205-38(b)(1) Advertising
(6) 31.205-51 Alcoholic Beverages
(7) 31.205-8 & 31.205-1(e)(3) Contributiosn or Donations
(8) 31.205-3 Bad Debts
(9) 31.205-20 Interest Expense
(10) Unallowable indirect labor for marketing salaries (Advertising, Lobbying, Public Relations, Charity, etc.).
(11) Disallowable rent based on related party worksheet.
(12) Legal Fees considered as organization costs are not allowable

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ATTACHMENT B

- SCHEDULE OF FEES

TREKK DESIGN GROUP

City of St. Charles Proj. No. 23ENGST2

TREKK Proj. No. 23-0275

North Second Street Improvements (Clark St to Bayard St)

8/14/2023

Direct Salary Classification	**Hourly Rate**	**Estimated Hours**	**Total Labor Cost**
Principal	$ 70.00 @	4.00	$ 280.00
Project Manager	$ 66.50 @	118.00	$ 7,847.00
Prof. Engineer III	$ 48.50 @	246.00	$ 11,931.00
Project Engineer II	$ 36.50 @	52.00	$ 1,898.00
Project Designer I	$ 46.50 @	90.00	$ 4,185.00
Admin	$ 33.50 @	6.00	$ 201.00
Subtotal		516	$ 26,342.00
Overhead Rate @ 183.29%			$ 48,282.25
Fixed Fee @ 14.2%			$ 10,596.64
FCCM @ 1.63%			$ 429.37
Subtotal			$ 85,650.26
Direct Expenses			
Vehicles			
Personal and Company Cars	132 @ $ 0.655 per mile		$ 86.46
Subtotal			$ 86.46
TOTAL ESTIMATED FEE			**$ 85,736.72**

ATTACHMENT B

ESTIMATED HOURS

TREKK Design Group
City of St. Charles Proj. No. 23ENGST2
TREKK Proj. No. 23-0275
North Second Street Improvements (Clark St to Bayard St)

CLASSIFICATION	Principal	Project Manager	Prof. Engineer II	Prof. Engineer I	Prof. Engineer III	Project Designer I	Project Engineer II	Prof. Land Surveyor II	Survey Technician I	Survey Crew	Admin	TOTAL
Task 1 - Project Administration												
General Project Administration		12									6	
Task 1 - Subtotal	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**18**
Task 2 - Data Collection												
Task 2 - Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task 3 - Conceptual Study												
Coordination & Meetings		4										
Information for design criteria memo		2										
Review of Proposed Storm Sewers & Record Plans		2			6							
Field Visit		3			3							
Proposed Green Infrastructure & Storm Sewer Design		2			8	8						
Quantities & Cost Estimate		2			4							
Quality Control	1	4										
Task 3 - Subtotal	**1**	**19**	**0**	**0**	**21**	**8**	**0**	**0**	**0**	**0**	**0**	**49**
Task 4 - Preliminary Plans												
Coordination & Meetings with Design Team & City		4			4							
Landscape and Roadway Coordination		4			8							
Storm Sewer Coordination		4			8							
Storm Sewer Design												
Drainage Areas					4							
Calculate Runoff					4							
Perform hydraulic calculations for closed drainage systems		1			8		8					
Preliminary Sheets for Storm Sewer												
Plan Sheet		1			4	8						
Storm Sewer Profiles		1			4	8						
Green Infrastructure Design												
Drainage Areas					24		12					
BMP Calculations					35		16					
Preliminary Sheets for Green Infrastructure												
Drainage Areas					8	12						
Typical Sections					2	4						
BMP Details					4	8						
Stormwater Design Report		4			8							
Form 6-4		4										
Form 6-5 (35 Forms)		2			16							
BMP Operations and Maintenance Plan		2			8							
Quantities & Cost Estimate					4	4						
Quality Control	2	8										
Address Comments		2			12	8						
Task 4 - Subtotal	**2**	**37**	**0**	**0**	**165**	**52**	**36**	**0**	**0**	**0**	**0**	**292**

ATTACHMENT B

ESTIMATED HOURS

TREKK Design Group
City of St. Charles Proj. No. 23ENGST2
TREKK Proj. No. 23-0275
North Second Street Improvements (Clark St to Bayard St)

Task 5 - Right of Way Plans												
Coordination & Meetings		1										
Update TCE/easement limits for drainage impacts		1			4							
Quantities & Cost Estimate					4							
Quality control		4										
Address comments		2			4							
Task 5 - Subtotal	**0**	**8**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**20**
Task 6 - Final Plans												
Coordination & Meetings		4										
Landscape and Roadway Coordination		4			4							
Storm Sewer Coordination		4			4							
Summary of Quantities		1			4	4						
Storm Sewer Design		1			4	4						
Final Sheets for Storm Sewer					4	4						
Green Infrastructure Design		2			8		8					
Final Sheets for Green Infrastructure					4	8	4					
Update to Reports					4		4					
Quantities & Cost Estimate		2			4	2						
Job Special Provisions		4										
Quality Control	1	8										
Address Comments		4			8	8						
Task 6 - Subtotal	**1**	**34**	**0**	**0**	**48**	**30**	**16**	**0**	**0**	**0**	**0**	**129**
Task 10 - Bidding & Construction												
Respond to Questions		8										
Task 10 - Subtotal	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**
Total Estimated Hours	**4**	**118**	**0**	**0**	**246**	**90**	**52**	**0**	**0**	**0**	**6**	**516**

Assumptions & Exclusions:

1 Coordination meetings will be virutal
2 Two in peron meetings with the City.
3 Design of storm sewer only from Lawrence St intersection to the Bayard St. intersection.
4 Green Infrastructure Design included for full length of project.
5 Design of 25 rain gardens.
6 Design of 10 pervious paver parking areas.
7 TREKK will design the green infrastructure and complete the calculations.
8 TREKK will coordinate with TWM to connect underdrains into their proposed system and/or update flowline/sill elevations for their proposed system.
9 TWM will complete any changes to the proposed drainage system, including flow calculations for 2nd Street between Clark St and Lawrence St.
10 TWM will adjust current sewer design to accommodate green infrastructure and provide revised storm sewer inverts at each BMP location.
11 Only one conceptual design will be complete.
12 No HEC RAS analysis will be performed.
13 BMP plantings and signage not included.
14 No survey or geotechnical scope included.

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MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

August 9, 2023

Cameron Pendergraft
TREKK Design Group, LLC
1411 E104th St.
Kansas City, MO 64131

Dear Ms. Pendergraft:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. TREKK Design Group, LLC will be added to the Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Doing Business With MoDOT– select Consultant Services – select Consultant Prequalification List under Explore This Topic.

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Home Office Rate	183.29%
Facilities Capital Cost of Money Rate	1.63%

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If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Niekamp

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Keith Jennings-de

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

TREKK DESIGN GROUP, LLC

GOVERNMENTAL SCHEDULE OF INDIRECT COSTS

For the Year Ended: December 31, 2022

DIRECT LABOR	General Ledger Account Balance	Disallowed Costs	FAR Ref	Total Proposed
Direct TREKK Labor	$ 7,057,524	$ -		$ 7,057,524
Direct Leased Labor	287,996	-		287,996
TOTAL DIRECT LABOR	$ 7,345,520	$ -		$ 7,345,520
INDIRECT COSTS:				
FRINGE BENEFITS				
Employee Bonus	$ 1,401,232	$ -		$ 1,401,232
PTO	1,277,379	-		1,277,379
Employee Benefit Health Insurance	1,168,195	-		1,168,195
Cash Fringe Payout	1,007	-		1,007
Employee Benefit Life/Disability	17,217	4,493	A.	12,724
Employer Payroll Taxes	910,091	-		910,091
401k Employer Contribution	386,518	-		386,518
Work Comp	22,523	-		22,523
Prof Develop, Training & Conference	184,068	-		184,068
Employee Welfare	240	-		240
TOTAL FRINGE BENEFITS	$ 5,368,470	$ 4,493		$ 5,363,977
GENERAL INDIRECT COSTS				
Employee Gifts	$ 14,613	$ 14,613	B.	$ -
Bank Service Charges	10,050	10,050	C.	-
Loan Interest	100,911	100,911	D.	-
Legal Fees	14,483	-		14,483
Advertising & Marketing	71,568	71,568	E.	-
Unallowable Entertainment	104,865	104,865	F.	-
Charitable Donation	53,993	53,993	G.	-
Political Contributions	14,109	14,109	H.	-
Bad Debt	26,007	26,007	I.	-
Miscellaneous	1,011	1,011	J.	-
R&D	6,867	-		6,867
Prof License, Regist & Dues	27,788	-		27,788
Auto Allowance	102,400	-		102,400
Rent-Office	688,622	209,171	K.	479,451
Rent -Storage	10,671	-		10,671
Utilities	112,987	-		112,987
Building Repairs & Maintenance	75,465	-		75,465
Computer Repairs	648	-		648
Security	5,792	-		5,792
Cleaning & Janitorial	55,260	-		55,260
Office Expenses & Supplies	210,615	-		210,615
Software Purchase	8,987	-		8,987
Software Support & Hosting	970,344	-		970,344
Library & Periodicals	4,549	-		4,549
Postage & Delivery	15,028	-		15,028
Printing & Reproduction	22,512	-		22,512
Mobile Phones and Data Plans	120,563	-		120,563
Accounting Fees	96,662	-		96,662
Business Development	389	-		389

Docusign Envelope ID: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9

TREKK DESIGN GROUP, LLC

GOVERNMENTAL SCHEDULE OF INDIRECT COSTS

Business Insurance	$ 95,051	$ -		$ 95,051
E&O Insurance	88,610	-		88,610
Payroll Expenses	42,891	-		42,891
Indirect Leased Employees	43,812	-		43,812
Indirect Consultant/Contractor (Outside Services)	337,767	-		337,767
TREKK License, Registration & Cert	4,912	-		4,912
TREKK Dues	32,952	-		32,952
Indirect Meals	221,898	83,638	L.	138,260
Indirect Travel	337,814	-		337,814
Indirect Field Supplies	230,150	-		230,150
Indirect Field Equipment Rental	3,607	-		3,607
CCTV Repairs & Maintenance	154,601	-		154,601
Jetter Repair & Maintenance	145,222	-		145,222
Field Equipment Repairs & Maint	964			964
Survey Repairs & Maintenance	29,989	-		29,989
Field Equipment Repairs & Maint	4,410	-		4,410
Indirect Mileage	72,252	-		72,252
Gasoline	258,120	-		258,120
Vehicle Repairs & Maintenance	106,412	-		106,412
Auto Insurance	136,074	-		136,074
Vehicle License, Registration & Taxes	39,337	-		39,337
State & Local Taxes	156,494	-		156,494
Property Taxes	81,692	-		81,692
Depreciation	1,234,336	55,197	M.	1,179,139
Indirect Labor	3,519,532	9,189	N.	3,510,343
Credit for Internal Allocations	(1,472,875)	-	O.	(1,472,875)
TOTAL GENERAL INDIRECT COSTS	$ 8,853,783	$ 754,322		$ 8,099,461
TOTAL INDIRECT COSTS				$ 13,463,438
OVERHEAD RATE				183.29%
FACILITIES CAPITAL COST OF MONEY			**	1.63%

FAR References and Notes:

A. Key Man insurance is unallowable per FAR 31.205-19
B. Cost of Gifts are unallowable per FAR 31.205-13
C. Financial Costs are unallowable per FAR 31.205-20
D. Loan interest is unallowable per FAR 31.205-20
E. Advertising and Marketing is unallowable per FAR 31.205-1
F. Entertainment unallowed per FAR 31.205-14
G. Contributions/Donations are unallowed per FAR 31.205-8
H. Lobbying and political activity costs are unallowed per FAR 31.205-22
I. Bad debt and collection costs are unallowable per FAR 31.205-3
J. Miscellaneous Expense with no reasonable purpose unallowed by FAR 31.203, 31.201-2
K. Related party rent is limited to allowable cost of ownership per FAR 31.205-36
L. Meals directly associated with a specific work and including documented business purpose and attendees, should be allocated to said work per FAR 31.202, 31.201-4, Alcohol is unallowable per FAR 31.205-51
M. Gains and losses on depreciable assets is unallowed per FAR 31.205-11
N. Associated Costs such as labor related to other advertising and marketing costs are unallowable per FAR 31.201-6, 31.205-1
O. FAR 31.203(c) allows the allocation of indirect cost grouping to two or more cost objectives based on an allocation base that is common to all cost objectives.

** See Footnote 7

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ATTACHMENT B

ESTIMATES OF COSTS
THOUVENOT, WADE & MOERCHEN, INC.
Frenchtown Great Streets
N. 2nd St. Improvements (TAP-7303(622))
TWM Project No.: T29-220603
8/25/2023

Direct Salary Classification	**Hourly Rate**		**Estimated Hours**	**Total Labor Cost**
Project Manager II	$47.00	@	26.0	$1,222.00
Project Engineer II	$36.25	@	32.5	$1,178.13
Subtotal			**58.5**	**$2,400.13**
TWM Home Office Rate @ 171.72%				$4,121.49
Fixed Fee @ 14.8%				$965.20
FCCM @ 0.55%				$13.20
TOTAL ESTIMATED FEE				**$7,500.02**

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MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

January 5, 2023

Thomas A. Klostermann
Thouvenot, Wade & Moerchen, Inc.
720 Olive St., Suite 200A
St. Louis, MO 65102

Dear Mr. Klostermann:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Thouvenot, Wade & Moerchen, Inc. will be added to the Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Pre-qualification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2021. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	171.72%
Facilities Capital Cost of Money Rate	.55%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Niekamp

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Keith Jennings-de

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

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method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

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

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

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT’s External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT’s External Civil Rights Division.

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6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

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8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Crawford, Murphy & Tilly, Inc.

Project Owner (LPA): City of St. Charles, Missouri

Project Name: Frenchtown Great Streets – N. 2nd Street Improvements

Project Number: TAP-7303(622)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name:_____	Printed Name: R. Jay Rakers
Signature:_____	Signature:_____
Date: _____	Date: August 25, 2023

Certificate Of Completion

Envelope Id: 0FEAC91B-3F0B-472C-AB50-481EE638D8E9
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_23ENGST002 N 2nd Street
Source Envelope:
Document Pages: 107
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
9/23/2025 3:05:04 PM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dan Mann daniel.mann@stcharlescitymo.gov Director of Engineering City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Dan Mann 147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.191.104 Signed using mobile	Sent: 9/23/2025 3:09:38 PM Viewed: 9/24/2025 3:53:16 PM Signed: 9/24/2025 3:53:28 PM
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) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 9/24/2025 3:53:31 PM Viewed: 9/24/2025 4:12:32 PM Signed: 9/24/2025 4:13:00 PM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/24/2025 4:13:03 PM Viewed: 9/25/2025 8:29:14 AM Signed: 9/25/2025 8:30:14 AM
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/25/2025 8:30:18 AM Viewed: 9/25/2025 9:13:37 AM Signed: 9/25/2025 9:14:25 AM

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: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 9/25/2025 9:14:28 AM Viewed: 9/25/2025 11:54:57 AM Signed: 9/25/2025 11:55:13 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: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/25/2025 11:55:16 AM Viewed: 9/25/2025 11:55:38 AM Signed: 9/25/2025 11:55:58 AM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/25/2025 11:56:02 AM Viewed: 9/25/2025 1:29:03 PM Signed: 9/25/2025 1:29:14 PM
Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/25/2025 1:29:18 PM Viewed: 9/25/2025 2:09:42 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/25/2025 11:56:01 AM Viewed: 9/25/2025 1:18:00 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2025 3:09:38 PM

Payment Events	Status	Timestamps

Docusign Envelope ID: B2596EBC-E929-4810-8294-AC35F38F23F8

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Public Works	**Department Contact:**	MAURA ZACKAVEC
Vendor Name & NWS#:	#973 - MISSISSIPPI LIME COMPANY		
Description/Purpose:	AMENDMENT #1 TO INCREASE CONTRACT AMOUNT		
Account #:	514-500-533-766111-		
Project #:	N/A		
Amount of this Routing:	$ 250,000.00	**Change PO #:**	2025186
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	09/09/25 - 12/31/2025	**Renewal Options:**	N/A
If Renewal or Amendment: C#	23-022R2	**Amendment #** 1	**Renewal #** N/A
Original Contract Value:	$ 650,000.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 900,000.00		

Certifications: to be completed by Originating Department Director	
All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	N/A

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:	**Signature:**
LARRY PERNEY	Signed by: Larry Perney C2B72E8A738A480... 9/17/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 9/17/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 9/17/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 9/23/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA...
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: B2596EBC-E929-4810-8294-AC35F38F23F8

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/07/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): ALL **Sponsor(s):** ALL

Description:
CONTRACT AMENDMENT #1 - INCREASE FUNDS ON CONTRACT FOR PURCHASE OF LIME AT WATER TREATMENT PLANT

Contract Extension/Renewal:	**Yes** ☐	**No** ☑
Information Paper Attached:	**Yes** ☑	**No** ☐

Staff Recommendation:	**Approve** ☑	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☑	**Disapprove** ☐

Summary:
STAFF REQUESTS APPROVAL OF CONTRACT AMENDMENT #1 TO INCREASE THE AUTHORIZED EXPENDITURE FOR THE PURCHASE OF LIME FOR THE WATER TREATMENT PLANT. THE ADDITIONAL FUNDS ARE NECESSARY TO MAINTAIN ADEQUATE CHEMICAL SUPPLY FOR ONGOING WATER TREATMENT OPERATIONS THROUGH THE END OF THE FISCAL YEAR.

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

Fiscal Impact: 250,000.00 **Select One** 2025186

Account #: 514-500-533-766111-

Project #: N/A

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

Docusign Envelope ID: B2596EBC-E929-4810-8294-AC35F38F23F8

AMENDMENT NO. 1

This First Amendment to Contract C23-022 between the City of St. Charles, Missouri (Owner), and Mississippi Lime Company, (Contractor) is effective as of the date of final signature below. For the consideration stated herein, Owner and Contractor agree as follows:

1. This contract amendment shall be under the same terms and conditions as in Contract C23-022 in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00). This increases the contract to Nine Hundred Thousand Dollars ($900,000.00).

2. All other terms and conditions of Contract C23-022 shall remain in full force and effect.

MISSISSIPPI LIME COMPANY:

Kelly Pippine Sept 17, 2025

Date

By: Kelly Pippine, VP, Sales, Marketing & Innovation
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

Renee Martin Sept 17, 2025

By: Date

Attest:

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 9/17/2025
C5FB3E8A40BE40D...

Director of Finance Date

Certificate Of Completion

Envelope Id: B2596EBC-E929-4810-8294-AC35F38F23F8
Status: Sent
Subject: Please DocuSign: MISSISSIPPI LIME - CONTRACT AMENDMENT #1
Source Envelope:
Document Pages: 3
Signatures: 0
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
9/16/2025 11:56:45 AM
Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
DAN OKENFUSS djokenfuss@mlc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/16/2025 2:09:14 PM ID: b02a7c4d-4cda-463e-b933-ed7b8d356920		Sent: 9/16/2025 12:03:38 PM Viewed: 9/16/2025 2:09:14 PM
Larry Perney lawrence.perney@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Senior Financial Analysts Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
LEGAL REVIEW Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
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

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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

Carbon Copy Events	Status	Timestamp
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2025 12:03:38 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

Docusign Envelope ID: B2596EBC-E929-4810-8294-AC35F38F23F8

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

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lawrence.perney@stcharlescitymo.gov

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

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

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

To request paper copies from SHI OBO City of St Charles

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

To withdraw your consent with SHI OBO City of St Charles

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

Docusign Envelope ID: B2596EBC-E929-4810-8294-AC35F38F23F8

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

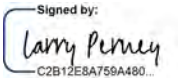
Certificate Of Completion

Envelope Id: B2596EBC-E929-4810-8294-AC35F38F23F8
Status: Sent
Subject: Please DocuSign: MISSISSIPPI LIME - CONTRACT AMENDMENT #1
Source Envelope:
Document Pages: 9
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
9/16/2025 11:56:45 AM
Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/17/2025 9:18:36 AM Viewed: 9/17/2025 9:30:55 AM Signed: 9/17/2025 9:31:22 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: 140.141.255.148	Sent: 9/17/2025 9:31:23 AM Viewed: 9/17/2025 9:37:58 AM Signed: 9/17/2025 10:10:14 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)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/17/2025 10:10:16 AM Viewed: 9/17/2025 12:30:48 PM Signed: 9/17/2025 12:35:16 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/17/2025 12:35:17 PM Viewed: 9/17/2025 12:40:02 PM Signed: 9/17/2025 12:40:27 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 9/17/2025 12:40:29 PM Viewed: 9/17/2025 12:43:25 PM Signed: 9/17/2025 12:43:36 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/17/2025 12:43:38 PM Viewed: 9/17/2025 2:24:45 PM Signed: 9/17/2025 2:24:56 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/17/2025 2:24:58 PM Viewed: 9/23/2025 8:27:44 AM Signed: 9/23/2025 8:28:05 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: 9/23/2025 8:28:07 AM Viewed: 9/25/2025 9:11:23 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

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/17/2025 2:24:57 PM Viewed: 9/17/2025 3:05:19 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2025 12:03:38 PM
Envelope Updated	Security Checked	9/17/2025 9:18:36 AM
Envelope Updated	Security Checked	9/17/2025 9:18:36 AM
Envelope Updated	Security Checked	9/17/2025 9:18:36 AM
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Envelope Updated	Security Checked	9/17/2025 9:18:36 AM
Envelope Updated	Security Checked	9/17/2025 9:18:36 AM
Envelope Updated	Security Checked	9/17/2025 9:18:36 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 75787DE1-591E-42F7-85D6-98F94517DA28

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Finance	**Department Contact:**	Jennifer O'Connor
Vendor Name & NWS#:	Kerber Eck & Braeckel LLP (KEB) #11541		
Description/Purpose:	To enter into a three year agreement for Independent Audit Services.		
Account #:	100-180-181-733004		
Project #:	N/A		
Amount of this Routing:	$ 226,025.00	**Requisition #:**	TBE
Contract Type:	New Contract	**N/A**	Coop#:
Contract Term:	01/01/2026-12/31/2028	**Renewal Options:**	1 2-Year Term
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$	**Total of Previous Amendments:**	$
Total Contract Value:	$ 226,025.00		

Certifications: to be completed by Originating Department Director	
All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

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

Printed Name:	**Signature:**
Jennifer O'Connor	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 9/29/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 10/1/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 10/1/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 10/1/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 10/1/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 75787DE1-591E-42F7-85D6-98F94517DA28

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/07/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s):_____ **Sponsor(s):**_____

Description:

AUTHORIZATION TO ENTER INTO A CONTRACT WITH KERBER, ECK, & BRAECKEL, LLP IN THE AMOUNT OF $226,025.00 FOR INDEPENDENT AUDIT SERVICES FOR FISCAL YEARS 2025, 2026, & 2027.

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

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

Summary:

AN RFP PROCESS RESULTED IN RECEIPT OF 4 PROPOSALS TO SERVE AS AN INDEPENDENT AUDITOR FOR THE CITY. AFTER REVIEWING PROPOSALS AND SERVICES OFFERED BY EACH FIRM, STAFF SELECTED KERBER, ECK, * BRAECKEL, LLP AS HAVING THE BEST PROPOSAL AND PRICE FOR THE SERVICES BEING OFFERED.

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

Fiscal Impact: 226,025.00 **Requisition #:** TBE

Account #: 100-180-181-733004

Project #: N/A

RCA prepared by: PF (Initial) Dept. Dir. (DS) Finance Dir. (DS) Dir. of Admin. LSD (DS)

Docusign Envelope ID: 75787DE1-591E-42F7-85D6-98F94517DA28

CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT **Contract # _____**

This Purchase Contract (hereinafter, the "Contract") between the City of Saint Charles, Missouri (hereinafter, the "City") and Kerber Eck & Braeckel, LLP, (hereinafter, the "Vendor") is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide Independent Audit Services for Fiscal Years 2025, 2026 and 2027 for the City, in accordance with Vendor's response to RFP 4801, a copy of which is attached and incorporated as Exhibit A. The City shall have unilateral options to renew for Independent Audit Services for Fiscal years 2028 and 2029, in accordance with the terms included in Exhibit A.

2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed Two Hundred Twenty-Six Thousand Twenty-Five Dollars ($226,025.00).

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

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party. To the extent there is any conflict between this Contract and Vendor's Contract or any Terms & Conditions, the terms of this Contract shall control.

4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination.

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

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

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

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

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

B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

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

D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

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

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

11. Notwithstanding any other provision of the Agreement to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and is authorized to disclose records that are responsive to a valid request for such records as required by Chapter 610, RSMo., without additional advanced notice or disclosure to Vendor.

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

KERBER ECK & BRAECKEL, LLP.:

DocuSigned by:
Rick Gratza
F44032263621496...

9/29/2025
Date

By: Richard R Gratza
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer. Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

City Clerk Date

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CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 10/1/2025
C5FB3E8A40BE40D...
Director of Finance Date

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Prepared by:
Richard R. Gratza, CPA
rickg@kebcpa.com | 314.231.6232

COST PROPOSAL TO

City of Saint Charles, Missouri

FOR AUDIT SERVICES

December 31, 2025

Docusign Envelope ID: 75787DE1-591E-42F7-85D6-98F94517DA28

ATTACHMENT A

CITY OF ST. CHARLES, MISSOURI

RFP 4801 INDEPENDENT AUDIT SERVICES (RE-BID)

COST PROPOSAL FORM

Fiscal Year	ACFR Audit Fee	Cost to Prepare ACFR	Uniform Guidance Audit Fee *	Cost to Prepare SEFA	Total
2025	$ 59,000	$ 8,325	$ 5,000	$ 1,200	$ 73,525
2026	$ 60,353	$ 8,515	$ 5,115	$ 1,227	$ 75,210
2027	$ 62,025	$ 8,750	$ 5,255	$ 1,260	$ 77,290
2028 (City Option)	$ 63,695	$ 8,985	$ 5,395	$ 1,295	$ 79,370
2029 (City Option)	$ 65,365	$ 9,220	$ 5,535	$ 1,330	$ 81,450
2025 Hourly Rate for Additional Work, as Defined in Section II, C, 3 & 4:					$ 150
2026 Hourly Rate for Additional Work, as Defined in Section II, C, 3 & 4:					$ 155
2027 Hourly Rate for Additional Work, as Defined in Section II, C, 3 & 4:					$ 160
2028 Hourly Rate for Additional Work, as Defined in Section II, C, 3 & 4:					$ 165
2029 Hourly Rate for Additional Work, as Defined in Section II, C, 3 & 4:					$ 170

* Assumes only one major Federal program. Additional fees will apply for each additional major Federal program.

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ATTACHMENT B

CITY OF ST. CHARLES, MISSOURI

RFP 4801 INDEPENDENT AUDIT SERVICES (RE-BID)

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE 2025 AUDITS

		Hourly Rates		
	Estimated Hours	**Standard Rate**	**Quoted Rate**	**Quote Total**
Partners	25	$ 350	$ 300	$ 7,500
Managers	100	$ 265	$ 225	$ 22,500
Supervisory Staff	175	$ 150	$ 125	$ 21,875
Staff	220	$ 115	$ 95	$ 20,900
Prepare ACFR		$	$	$
Prepare SEFA		$	$	$
Other:	10	$ 90	$ 75	$ 750
Other:		$	$	$
Other:		$	$	$
Total for Services				$
Out-of-Pocket Expenses				$
Meals and Lodging				$
Transportation				$
Other:				$
Other:				$
Other:				$
Total All-Inclusive Maximum Bid for 2025 Audits				**$** 73,525

Note: The Quoted Rates above should <u>not</u> be presented as a general percentage of the Standard Rates, or as a gross deduction from the total all-inclusive maximum price.

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ATTACHMENT B

CITY OF ST. CHARLES, MISSOURI

RFP 4801 INDEPENDENT AUDIT SERVICES (RE-BID)

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE 2026 AUDITS

		Hourly Rates		
	Estimated Hours	**Standard Rate**	**Quoted Rate**	**Quote Total**
Partners	25	$ 350	$ 300	$ 7,500
Managers	100	$ 265	$ 232	$ 23,200
Supervisory Staff	175	$ 150	$ 128	$ 22,400
Staff	220	$ 115	$ 97	$ 21,340
Prepare ACFR		$	$	$
Prepare SEFA		$	$	$
Other:	10	$ 90	$ 77	$ 770
Other:		$	$	$
Other:		$	$	$
Total for Services				$
Out-of-Pocket Expenses				$
Meals and Lodging				$
Transportation				$
Other:				$
Other:				$
Other:				$
Total All-Inclusive Maximum Bid for 2026 Audits				**$** 75,210

Note: The Quoted Rates above should not be presented as a general percentage of the Standard Rates, or as a gross deduction from the total all-inclusive maximum price.

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ATTACHMENT B

CITY OF ST. CHARLES, MISSOURI

RFP 4801 INDEPENDENT AUDIT SERVICES (RE-BID)

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE 2027 AUDITS

		Hourly Rates		
	Estimated Hours	**Standard Rate**	**Quoted Rate**	**Quote Total**
Partners	25	$ 350	$ 300	$ 7,500
Managers	100	$ 265	$ 239	$ 23,900
Supervisory Staff	175	$ 150	$ 132	$ 23,100
Staff	220	$ 115	$ 100	$ 22,000
Prepare ACFR		$	$	$
Prepare SEFA		$	$	$
Other:	10	$ 90	$ 79	$ 790
Other:		$	$	$
Other:		$	$	$
Total for Services				$
Out-of-Pocket Expenses				$
Meals and Lodging				$
Transportation				$
Other:				$
Other:				$
Other:				$
Total All-Inclusive Maximum Bid for 2027 Audits				**$** 77,290

Note: The Quoted Rates above should not be presented as a general percentage of the Standard Rates, or as a gross deduction from the total all-inclusive maximum price.

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ATTACHMENT B

CITY OF ST. CHARLES, MISSOURI

RFP 4801 INDEPENDENT AUDIT SERVICES (RE-BID)

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE 2028 AUDITS (CITY OPTION)

		Hourly Rates		
	Estimated Hours	**Standard Rate**	**Quoted Rate**	**Quote Total**
Partners	25	$ 350	$ 300	$ 7,500
Managers	100	$ 265	$ 246	$ 24,600
Supervisory Staff	175	$ 150	$ 136	$ 23,800
Staff	220	$ 115	$ 103	$ 22,660
Prepare ACFR		$	$	$
Prepare SEFA		$	$	$
Other:	10	$ 90	$ 81	$ 810
Other:		$	$	$
Other:		$	$	$
Total for Services				$
Out-of-Pocket Expenses				$
Meals and Lodging				$
Transportation				$
Other:				$
Other:				$
Other:				$
Total All-Inclusive Maximum Bid for 2028 Audits				**$** 79,370

Note: The Quoted Rates above should <u>not</u> be presented as a general percentage of the Standard Rates, or as a gross deduction from the total all-inclusive maximum price.

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ATTACHMENT B

CITY OF ST. CHARLES, MISSOURI

RFP 4801 INDEPENDENT AUDIT SERVICES (RE-BID)

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE 2029 AUDITS (CITY OPTION)

		Hourly Rates		
	Estimated Hours	**Standard Rate**	**Quoted Rate**	**Quote Total**
Partners	25	$ 350	$ 300	$ 7,500
Managers	100	$ 265	$ 253	$ 25,300
Supervisory Staff	175	$ 150	$ 140	$ 24,500
Staff	220	$ 115	$ 106	$ 23,320
Prepare ACFR		$	$	$
Prepare SEFA		$	$	$
Other:	10	$ 90	$ 83	$ 830
Other:		$	$	$
Other:		$	$	$
Total for Services				$
Out-of-Pocket Expenses				$
Meals and Lodging				$
Transportation				$
Other:				$
Other:				$
Other:				$
Total All-Inclusive Maximum Bid for 2029 Audits				**$** 81,450

Note: The Quoted Rates above should not be presented as a general percentage of the Standard Rates, or as a gross deduction from the total all-inclusive maximum price.

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Prepared by:
Richard R. Gratza, CPA
rickg@kebcpa.com | 314.231.6232

PROPOSAL TO

City of Saint Charles, Missouri

FOR AUDIT SERVICES

December 31, 2025

Docusign Envelope ID: 75787DE1-591E-42F7-85D6-98F94517DA28

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- Resumes
- Client References
- Peer Review
- Proposal Form
- Affidavit of Compliance with Section 285.500 et seq.
- Proof of Lawful Presence

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Kerber, Eck & Braeckel LLP
One South Memorial Drive
Suite 900
St. Louis, MO 63102

P 314.231.6232
F 314.880.9307

July 9, 2025

Mr. Paul Feldmann
Purchasing Manager
City of Saint Charles, Missouri
200 North Second Street
Saint Charles, MO 63301

Dear Mr. Feldman:

Kerber, Eck & Braeckel LLP (KEB) is very excited to express our interest in and submit our qualifications for the audit of the City of Saint Charles (the City) for the years ending December 31, 2025 through 2027, with option to renew for years ending 2028 through 2029. Founded in 1931, KEB has a proven track record in providing a host of audit and consulting services to state and local governments of all types and sizes including:

State agencies	Municipalities	Public utilities
Universities	School districts	Fire protection districts
Counties	Public library systems	Hospitals and health departments

Our firm performs over 60 state and local governments annually and take great pride in being exceptionally responsive to our clients' needs. We have developed an exceptional reputation that has gained us the respect of our clients throughout the local and regional community. We strongly encourage you to contact our references and ask them directly about our commitment to excellence and the added value we bring to their team. We believe you will be pleasantly surprised with their comments.

We trust the information contained herein is complete and satisfies the requirements of your request. Please call should you need us to clarify or provide any additional information. We look forward to the opportunity to meet with representatives of the City to discuss our services and this exciting opportunity in greater detail. You would be a valued client to us and we appreciate your consideration. If selected, we will strive to provide the City with exceptional service in a timely manner at a reasonable price

Sincerely,

Richard R. Gratza CPA
Partner
KERBER, ECK & BRAECKEL LLP

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EXECUTIVE SUMMARY

For nearly nine decades, our CPAs and management consultants have been providing audit and consulting services to state and local governments of all types and sizes. We recognize the unique challenges faced by local governments including:

- Changing and more prescriptive regulations.
- Demand for services out-pacing revenue growth.
- Staffing shortfalls necessitating you do increasingly more with less.
- Costly and burdensome pension plan or other postemployment benefits.
- Higher than anticipated cost of construction.

With so many uncertainties today, you are looking for a CPA firm that will take a real interest in your organization and assist you in coping with these challenges. You are looking for a firm that will provide you with ideas, recommendations, and alternatives that add value and sound financial prospective to your decision making. KEB is that firm.

FIRM PHILOSOPHY

Our philosophy is not complicated. We stress expertise, relationships, and most of all hard work. Simply put, we get the job done. We are dedicated to our clients. While too many other firms are focused on fees, KEB focuses on our clients and their success.

Our firm has worked with the state and local governments since our founding in 1931 and would not exist without our state and local government clients. Accordingly, our staff is experienced and well trained in serving the public sector. We understand that we must provide our clients with personal attention in addition to excellent service. Our work ethic and conscientious attitude requires us to promptly return telephone calls and emails.

There is no substitute for excellence. Through the years, this has become our firm's mantra. Our quality of work and responsiveness to our clients' needs has assured our success and will continue to do so for years to come.

SERVICE

We live our commitment to quality service through three main areas:

- **ACCESSIBILITY** – At KEB, partner involvement is frequent and personal. You will have direct **24/7** access to the partners, Rick Gratza and Allison Weems, assigned to your team at all times. As the lead partner, Rick will be visibly present and integrally involved during each phase of the audit.

- **RESPONSIVENESS** – ***A UNIQUE COMMITMENT*** – As a matter of firm policy, all of our professionals are committed to returning client telephone calls and emails **within four hours**. With such a commitment, you can be assured that your questions will be heard and addressed on a timely basis.

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SERVICE – Continued

- **COMMUNICATION** – Our audit professionals will work hard to get to know your organization and maintain a close and constructive relationship with your management team. During our audit, we will regularly communicate our progress to ensure adequate planning and coordination of services as well as timely communication of audit related matters. Additionally, you can expect your KEB team to inform you throughout the year regarding any significant new accounting pronouncements, tax regulations and other changes that may impact the City.

BACKGROUND

KEB is a leading regional firm of certified public accountants and management consultants with offices in the following cities:

Illinois	**Missouri**	**Wisconsin**
Columbia	Cape Girardeau	Milwaukee
Litchfield	St. Louis	
Marion		
O'Fallon		
Springfield		

Founded in 1931, KEB is one of the oldest and most respected firms in the Midwest. The firm has over 200 professional and support staff, including 32 partners, in its eight locations. If selected, the audit will be led by our St. Louis group, which has 74 professional and support personnel and 10 partners and principals.

SIZE, RESOURCES, AND OUR QUALIFICATIONS

KEB is among the largest 150 public accounting firm in the country according to Inside Public Accounting. KEB is *large enough* to provide the technical expertise you desire, yet *small enough* to provide the hands-on, personal attention you deserve. Our firm is structured to provide support to all clients, especially when issues arise that may be specific to a team member's industry expertise or prior professional experiences.

The combined resources of our eight offices provide KEB with a substantial base to draw from to tackle difficult issues. The range and diversity of resources and technical expertise offered in the St. Louis group and other KEB offices continue to exceed client expectations.

A profile of KEB and other resources available to the client is included in the attachments to this proposal. Summarized below are some of the benefits our working relationship will yield:

- State and local government is one of the top industry specialties of our firm. Clients benefit from KEB's knowledge and experience in serving the public sector.
- We perform over 60 state and local governments audits annually, including nearly 40 Single Audits performed in accordance with OMB Uniform Guidance.
- We staff government audit engagements with experienced government audit professionals, not audit generalists.

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SIZE, RESOURCES, AND OUR QUALIFICATIONS – Continued

- KEB has assisted many of its clients in earning national recognition and enhanced creditability by preparing financial reports that receive the annual Government Finance Officers Association (GFOA) *Certificate of Achievement for Excellence in Financial Reporting* and the Association of School Business Officials (ASBO) *Certificate of Excellence in Financial Reporting*. KEB also has audit professionals on the GFOA's *Special Review Committee* who review these financial reports for this prestigious award.

- We understand the challenges and opportunities facing local governments. You can expect your KEB team to provide you with ideas, recommendations, and alternatives that add sound financial perspective to your decision making.

- In addition to personal service, KEB is dedicated to high quality work as evidenced by our participation in the American Institute of Certified Public Accountants (AICPA) *Government Audit Quality Center* and *Employee Benefit Plan Audit Quality Center*. Membership requires a superior level of expertise and strict adherence to quality control standards.

- We have low turnover among our professional staff compared to the industry. This will provide you continuity of staffing in future years.

- Our professionals are active in the public sector through membership and participation in various government related organizations including the Government Finance Officers Association (GFOA), Association of Government Accountants (AGA), Association of School Business Officials (ASBO), and various governmental committees of both the Missouri and Illinois CPA societies. In addition, our professionals are frequent speakers for these organizations on issues affecting governments like the City.

- KEB has extensive expertise in performing Single Audits required by OMB Uniform Guidance. You can count on our government audit professionals to provide you with a high-quality Uniform Guidance audit and the guidance you need to comply with the ever-increasing demands for transparency and accountability.

- The audit team members included in this proposal have significant experience auditing utilities, including the largest water and electric utility providers in the region.

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SIZE, RESOURCES, AND OUR QUALIFICATIONS – Continued

Our experience with governmental organizations extends beyond traditional accounting services. We also provide a wide range of management advisory services, which have included both comprehensive reviews of entire organizations as well as more limited assistance to address a specific need or to improve the performance of a specific program. Recent engagements by the KEB team included in this proposal have included:

- Ongoing financial and operational reviews of five St. Louis cultural institutions on behalf of the Zoo Museum District.
- Consulting services for a Missouri county government including new accounting standards implementation, grants management evaluation and training, and other special projects.
- Review of purchasing controls and investigative accounting for a large financially distressed Illinois school district.
- Review of cash handling controls and investigative accounting for a large St. Louis metropolitan area school district and a municipal court.
- Agreed-upon procedures to determine the propriety of expenditures funded by Certificates of Participation proceeds.
- Outsourced controllership services for $7 million grant making organization.

Not-for-profit and private sector examples include:

- Internal control reviews for software developer contracting with the U.S Department of Defense.
- Operational review of financially distressed Catholic parish and school in central Missouri on behalf of the Office of the Bishop.
- Internal control reviews for multi-physician medical practices.
- Internal control reviews for St. Louis area religious congregations.

Those government agencies charged with regulating selected businesses and industries appreciate KEB's insight into the demands and complexities associated with performing these regulatory functions and have frequently turned to KEB to assist them. Recent engagements have included:

- Annual reviews of approximately 550 Single Audits performed by other CPA firms on behalf of the Illinois Department of Healthcare and Family Services.
- Ongoing compliance assessments of riverboat casinos with the state laws and regulations.
- Targeted examinations of the insurance industry on behalf of government regulators.

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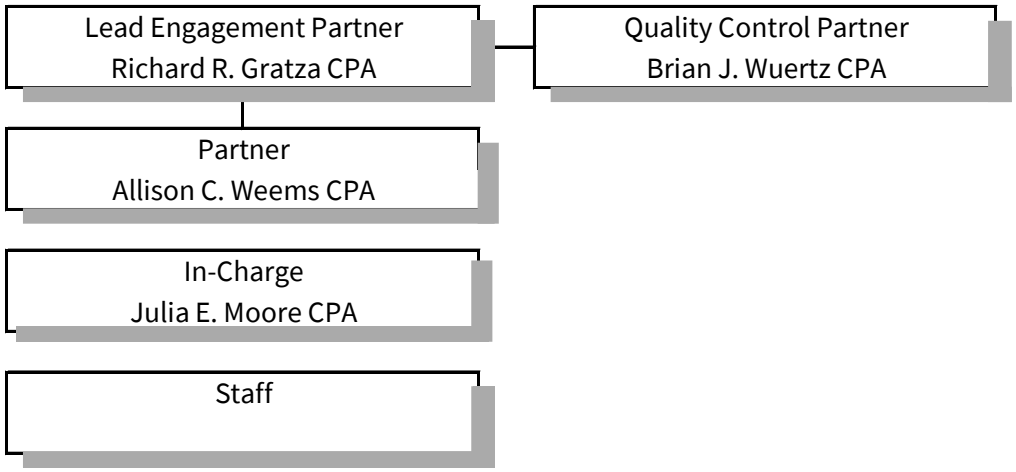
SIZE, RESOURCES, AND OUR QUALIFICATIONS – Continued

KEB also has significant experience auditing water and electric utilities, including those operated by municipalities, cooperatives, and the private sector. Over the past ten years, the St. Louis office of KEB has conducted several examinations of projected financial statements for a water utility with sales of $200 million and an electric utility with sales of $2.5 billion. The examinations were performed in connection with an application to the Illinois Commerce Commission (ICC) for a change in rates. Our examinations were performed in accordance with the attestation standards of the AICPA and subject to review by the ICC. Our reports can be found on the Illinois Commerce Commission website at http://www.icc.illinois.gov/.

ENGAGEMENT TEAM AND EXPERIENCE

We have selected the following individuals (resumes included in Appendix) as our team to provide the services outlined herein:

Organizational Chart



These KEB professionals have centered their practice in serving the public sector.

Conflict of interest

The firm and all key professional staff included in this proposal are properly licensed by the Missouri State Board of Accountancy and are independent of the City as defined by professional standards. We are not aware of any possible conflict of interest that may arise should KEB be selected for this engagement.

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SCOPE OF SERVICES

The scope of our services include:

- Independent auditors' report on the annual comprehensive financial report (ACFR) of the City.
- Independent auditors' report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with Government Auditing Standards.
- Independent auditors' report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with 0MB Uniform Guidance.
- Management letter with appropriate recommendations for strengthening internal controls or improving operating efficiency not addressed in the internal control or compliance reports.
- Report to City Council communicating significant audit matters.
- Data Collection Form (Form SF-SAC) to be submitted to the Federal Audit Clearing House.
- Assistance in meeting requirements of GFOA for the Certificate of Achievement for Excellence in Financial Reporting.

AUDIT APPROACH

A firm the size of KEB offers clients distinct advantages in attention and personal working relationships. While KEB has the expertise suited to meet the most demanding client needs, the firm's size ensures that all clients receive extensive personal attention. KEB partners believe in being "hands-on" and Rick will be actively involved in designing and performing procedures related to the most technical aspects of the audit. In our approach to serving the City, we will:

- Provide a highly skilled team of government audit professionals to perform the audit.
- Concentrate on maintaining a close and constructive relationship with the City at all times and on being continuously responsive to your needs.
- Regularly communicate our progress as we proceed with the audit.
- Commit and maintain the necessary staffing, both number and level, to ensure all services will be rendered on a timely basis, and in conformity with the reporting requirements.

In addition, we believe continuity of staffing and continuity of engagement management are critical to our ability to serve our clients. We have learned that the most important aspect of serving organizations such as the City is learning and understanding your unique situation. Continuity allows us to move rapidly up the learning curve and perform subsequent audits more efficiently. Continuity also minimizes the time commitment of your busy staff and reduces the audit's disruption of their ongoing duties.

Our audits generally consist of three phases: Planning, Fieldwork, and Reporting.

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AUDIT APPROACH – Continued

Planning – During the planning phase of the audit, we will establish the audit objectives, gather information on important processes, evaluate existing internal controls, assess risk, and develop a detailed audit plan. KEB views the planning stage as the foundation for successful performance of the engagement and is vitally important to an effective and efficient audit process. For this reason, the engagement partner is actively involved in all aspects of the planning process.

Establish audit objectives – Audit objectives and responsibilities of each party will be established based on mutual agreement and execution of an annual letter of understanding (engagement letter). In advance of our initial visit, we will also coordinate a meeting with the predecessor auditor to review prior year workpapers.

Gather information – In order to identify audit risk and properly plan the audit we must gather information to obtain an in-depth understanding of your plan. Our approach to gaining that understanding begins with our interviews of your management team and other personnel. To further enhance our understanding, we will inspect internal documents such as organizational charts, job descriptions, accounting policies and procedures, and board minutes. In addition, we may develop various narratives and flow charts describing the flow of information through the City's financial reporting system.

Evaluating internal controls – A thorough evaluation of internal control is essential to the audit, as it allows us to identify areas of higher audit risk based on characteristics of the existing system. We will map existing internal controls to financial statement assertions, evaluate their design, and perform walk-through procedures to ensure key controls are operational. We may also perform tests of certain controls that are particularly relevant to detecting errors and fraud that are material to the financial statements. Any significant control deficiencies will be immediately discussed with management upon discovery.

Assess risk – Based on the information gathered and our evaluation of internal controls, we will identify classes of transactions, account balances, and disclosures with higher risk of misstatement and therefore deserving of special audit emphasis.

Develop detailed plan – We will develop an overall audit strategy which sets out the nature, timing, and extent of our audit procedures. Based on our risk assessment, we will tailor our audit procedures to:

- minimize testing for those areas where inherent risk is low and internal controls are strongest and most effective.
- concentrate testing on those areas with specific unmitigated risk.

At the conclusion of our planning visit, we will provide a list of workpapers and records which we will ask you to make available one week in advance of final fieldwork. We often provide sample documents to clients who may want further guidance on formatting or exact content of these client-prepared documents.

Sound planning will ensure the efficient and timely completion of our audit and provide a basis for continuing discussions about the progress of our work.

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AUDIT APPROACH – Continued

Fieldwork – During the fieldwork phase of the audit, we will execute the detailed audit plan developed during the planning phase. Our test of account balances and transaction classes will include both analytical procedures and test of details.

Analytical procedures – Evidence will be gathered to support relationships between various accounting and non-accounting data. When unexpected changes occur, or expected changes do not occur, we will obtain explanations and investigate.

Test of details - Details of specific account balances, transactions, and disclosures will be tested through recomputation, observation, and inspection of supporting records and reconciliations. Many of our tests will be directed towards individually significant account balances and transactions; however, we may determine based on our risk assessments that further test of details may be needed. In such cases, we will draw samples using nonstatistical sampling techniques prescribed by the AICPA.

While the nature, timing, and extent of our procedures will depend upon the risk assessment process, we anticipate our test will include independent confirmation of all cash, investment, and debt balances, as well as certain material tax and intergovernmental revenues and pension and OPEB information. We also anticipate obtaining written representation from the organization's attorney regarding legal matters. We will also perform numerous analytical procedures including comparisons of current year financial data to prior year and budget, and ratio analysis particularly focused on water and sewer revenues and payroll and benefit expense.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on financial statement amounts. Our procedures for identifying such laws and regulations will include inquiries of City management and review of the board minutes, ordinances, significant contracts and grant agreements, and applicable state statutes.

As required by 0MB Uniform Guidance, we will also perform tests of transactions and other applicable procedures described in the 0MB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on the City's major federal programs. Major federal programs will be identified using a risk based approach as defined by 0MB Uniform Guidance.

As the partner in charge of the engagement, Rick will review work papers for all key audit areas. We will regularly communicate our progress with City management as we proceed with the audit and discuss any significant audit findings.

Reporting – All reports will be thoroughly reviewed by the audit partner in charge of the engagement before being presented to management for comment. The final reports will only be issued after your complete concurrence with report wording and format. Also, in accordance with our quality control standards, another partner in our firm will conduct a concurring (2nd partner) review of the financial statements and key audit workpapers prior to issuance of the final reports.

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AUDIT APPROACH – Continued

To efficiently and effectively facilitate the sharing of workpapers and schedules, KEB uses two different software programs:

- For smaller to moderate amounts of data we utilize *SafeSend* which is a secure document delivery solution that interfaces with Microsoft Outlook employing a customizable "Question and Answer" based authentication to eliminate password confusion.

- For larger volumes of data, we use Wolters Kluwer *CCH Access Portal* which is a secure online space that allows for the sending, receiving, organizing, and storing of client and firm files. *CCH Access Portal* is compliant with data privacy and breach notification legislation.

KEB uses the ProSystem *fx* Office Suite of software tools - a paperless audit software system that creates efficiencies in preparing workpapers and financial statements, while conserving the consumption of natural resources. In order to take full advantage of the efficiencies offered by this technology, we ask that all client-prepared documents be provided in electronic format and that the City provide our team with wireless internet access which will allow our team members to easily access data, share documents, and collaborate more effectively. All audit workpapers and reports will be retained in accordance with the firm's record retention policy for a minimum period of 10 years.

The following table is an estimated timeline for the performance of the audit. Upon acceptance of our proposal, we will agree on the specific dates for the audit fieldwork based upon delivery deadlines.

Segment	Objective	Proposed Timing
Planning	Establish the audit objectives, gather information on important processes, evaluate existing internal controls, assess risk, and develop a detailed audit plan	December/January
Fieldwork	Execute the detailed audit plan developed during the planning phase	Mid/Late April
Reporting	Express our opinions, present the audit findings, and discuss recommendations for improvement	Mid June

QUALITY CONTROL

Quality control at KEB is ensured and measured through strict compliance with professional standards, i.e., generally accepted auditing standards (GAAS) as well as the firm's written and disseminated Quality Control Document and our Statement of Policies and Procedures.

In connection with the AICPA Division for Firms, we submit to peer reviews by practicing CPAs across the country every three years. KEB has passed every peer review since the peer review process was established in 1982. Our peer review includes review of governmental engagements. A copy of our most recent peer review opinion is included in the **Appendix**. There was no letter of comments.

In addition to the external peer review processes, KEB performs annual internal inspections to ensure compliance with our quality control procedures and standards. An inspection committee, consisting of KEB partners and managers, visits each office to inspect the effectiveness of the quality control system.

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QUALITY CONTROL – Continued

KEB maintains voluntary membership in the AICPA Governmental Audit Quality Center. Membership requires a superior level of expertise and strict adherence to quality control standards.

Continuing Professional Education (CPE) is a major commitment of KEB and a requirement for all professionals serving on our client engagements. In addition to firm-sponsored in-house seminars, additional training is obtained by attending AICPA and industry sponsored conferences. KEB's internal requirements exceed those of the AICPA for ongoing professional education.

CLOSING

KEB looks forward to continuing our productive and long-term relationship with City of St. Charles. We hope to be your "partners" as you move forward in your organizational goals. As a valued client of KEB, you will receive unparalleled input and support from our professional advisors.

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RICHARD (RICK) R. GRATZA, CPA — PARTNER

Qualifications

Rick is an audit and consulting partner and will serve as the lead partner on the City's audit. Prior to joining KEB in 1998, Rick worked for the Missouri State Auditor. Rick has extensive audit and consulting experience in the following areas:

- State and local governments
- Not-for-profit organizations

Local governments served by Rick in the past two years include:

- City of St. Charles
- Zoo Museum District
- St. Charles Convention Center
- South Grand CID
- Jefferson City School District
- City of St. Peters
- City of Ballwin
- St. Louis County Library District
- Hazelwood School District
- Regional Arts Commission

At Kerber, Eck & Braeckel LLP, Rick has provided services to governmental not-for-profit organizations for over 25 years and oversees numerous engagements. In addition, some of these engagements include:

- Internal control advisory assistance
- Forensic and investigative accounting
- Agreed-upon procedures
- Cost allocation
- Single Audits in accordance with OMB's Uniform Guidance
- Compliance advisory assistance
- Financial forecast and projections
- Internal audit

Rick has assisted governmental clients in the preparation of financial statements that receive the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting and the Association of School Business Officials (ASBO) Certificate of Excellence in Financial Reporting. Rick also serves on the GFOA's *Special Review Committee.*

Memberships/Affiliations

Rick has served the accounting profession and local community as follows:

- Member, American Institute of CPAs
- Member, Missouri Society of CPAs
- Member, Illinois Society of CPAs
- Past Chairman - School Audit Committee, Missouri Society of CPAs
- Past Accounting and Audit Committee, Missouri Society of CPAs
- Special Review Committee, Government Finance Officers Association

Education and Certifications

Rick graduated from Missouri State University with a Bachelor of Science in Accounting. He is licensed to practice in the States of Missouri and Illinois.

Rick regularly attends AICPA national conferences relating to not-for-profits and governmental entities. He meets the educational requirements to perform audits under Government Auditing Standards. Rick is also a frequent speaker for industry groups on nonprofit and governmental accounting issues.

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BRIAN J. WUERTZ, CPA

QUALITY CONTROL

Qualifications

Brian is an audit and consulting partner and will be responsible for audit quality including the performance of a second partner concurring review of key audit working papers and financial statements for the City. Brian has been in the public accounting field since 1986, and has been with Kerber, Eck & Braeckel LLP since 1989.

Brian has extensive audit and consulting experience in the following areas:

- Closely-held businesses
- Local governments

Current government audit clients served by Brian include:

- School District of Clayton
- Carterville School District
- Parkway School District
- Rockwood School District
- East-West Gateway Council of Governments
- Maplewood-Richmond Heights School District
- Columbia School District
- Fox C-6 School District

Brian has assisted governmental clients in the preparation of financial statements that receive the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting and the Association of School Business Officials (ASBO) Certificate of Excellence in Financial Reporting.

A number of Brian's government clients require audits to be performed under OMB's Uniform Guidance. As such, Brian is familiar with audits of federal award programs and meets the required continuing professional education requirements mandated by Government Auditing Standards.

Memberships/Affiliations

Brian has served the accounting profession and St. Louis community as follows:

- Member, American Institute of CPAs
- Member, Missouri Society of CPAs
- Member, Illinois Society of CPAs
- Board of Directors, Black Sheep Foundation
- Treasurer, Columbia Khoury League
- Board of Directors, Construction Financial Management Association - St. Louis Chapter

Education and Certifications

Brian graduated from McKendree College with a Bachelor of Business Administration in Accounting. He is licensed to practice in the States of Missouri and Illinois.

Brian attends the Missouri Society of Certified Public Accountants Governmental Accounting and School Audit Conferences annually. He has been a speaker at the Missouri Association of School Business Officials annual conference and other MoASBO-sponsored events. He has met the continuing professional education requirements mandated by the "Yellow Book" and is qualified to perform audits under Government Auditing Standards.

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ALLISON C. WEEMS, CPA — PARTNER

Qualifications

Allison Weems will serve as the partner responsible for detail workpaper review, staff supervision, and communications with City management and lead engagement partner.

Allison's audit experience is in the following areas:

- Local government, including Single Audits
- Not-for-profit organizations
- Closely-held businesses

Governmental entities recently served by Allison include:

- City of St. Charles
- City of Ballwin
- East-West Gateway Council of Governments
- School District of Clayton
- Columbia School District

Allison has assisted governmental clients in the preparation of financial statements that receive the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting and the Association of School Business Officials (ASBO) Certificate of Excellence in Financial Reporting

Education and Certifications

Allison graduated from the University of Missouri – St. Louis School of Business with a Bachelor of Science in Accounting and a Master of Accounting. She is licensed to practice in the State of Missouri.

Allison has met the continuing professional education requirements mandated by the "Yellow Book" and is qualified to perform audits under Government Auditing Standards. She attends the Missouri Society of Certified Public Accountants' annual Governmental Accounting and School Audit Conferences as well as participating in other seminars that focus on accounting and auditing for governmental and not-for-profit organizations.

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JULIA E. MOORE CPA — IN-CHARGE

Qualifications

Julia joined KEB in 2021 and has audit experience in the following areas:

- Governmental entities
- Charter Schools
- Not-for-profit organizations
- Closely-held businesses

Governmental entities and charter schools currently served by Julia include:

- City of St. Peters
- City of St. Charles
- Clayton School District
- Columbia School District
- Parkway School District
- Carterville School District
- Pattonville School District

Memberships/Affiliations

Julia has served the accounting profession and local community as follows:

- Member, American Institute of Certified Public Accountants

Education and Certifications

Julia graduated from Westminster College in 2021 with a Bachelor of Science in Accountancy. She attends continuing education sessions through the Missouri Society of Certified Public Accountants as well as the MOCPA's annual Governmental Accounting and School Audit Conferences.

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REFERENCES

The following is a sample of local governments served in the last two years by the **St. Louis group personnel included in this proposal:**

Client Name Client Address	Contact Person Title Telephone Number	Type of Institution Type of Work Years of Service
City of Ballwin 1 Government Center Ballwin, Missouri 63011	Ms. Denise Keller Finance Officer 636.227.2007	Municipal Government **ACFR *** and Uniform Guidance compliance audits 6 years
City of St. Peters One St. Peters Centre Blvd., P.O. Box 9 St. Peters, MO 63376	Ms. Robin Jones Director of Finance 636.477.6600	Municipal Government **ACFR *** and Uniform Guidance compliance audits 4 years
City of St. Charles 200 North Second Street #102 St. Charles, MO 63301-2851	Ms. Jennifer O'Connor Finance Director 636.940.4668	Municipal Government **ACFR *** and Uniform Guidance compliance audits 10 years
Parkway C-2 School District 455 North Woods Mill Road Chesterfield, MO 63017	Ms. Dawne Trokey Executive Director or Finance 314.415.8060	School District **ACFR *** and Uniform Guidance compliance audits 10+ years
East-West Gateway Council of Governments One South Memorial Drive #1600 St. Louis, MO 63102	Mr. Jim Wild Executive Director 314.421.4220	Political subdivision of Illinois and Missouri Financial statement and Uniform Guidance compliance audits 10+ years
St. Louis County Library 1640 South Lindbergh Boulevard St. Louis, MO 63131	Ms. Laura Taylor Chief Financial Officer 314.994.3300	Public Library System **ACFR** audit 10+ years
South Grand Community Improvement District 3611 Juanita Street #2E St. Louis, MO 63116	Ms. Rachel Witt Executive Director 314.772.5750	Special Purpose Government Financial statement audit 3 year
Rockwood School District 111 East North Street Eureka, MO 63025-1229	Mr. Dan Steinbruegge Director of Finance 636.938.2220	School District **ACFR *** and Uniform Guidance compliance audits 40 years
Zoo Museum District 7733 Forsyth Boulevard #550 Clayton, MO 63105	Mr. Matthew Pollock Executive Director 314.862.4222	Special Purpose Government Financial statement 10+ years
Regional Arts Commission 6128 Delmar Boulevard St. Louis, MO 63112	Ms. Vanessa Cooksey CEO 314.863.5811	Special Purpose Government Outsourced controllership services 10+ years
Columbia School District 1818 W. Worley Street Columbia, MO 65203	Ms. Heather McArthur Chief Financial Officer 573.214.3400	School District **ACFR *** and Uniform Guidance compliance audits 8 years
Pattonville R-3 School District 11097 St. Charles Rock Road St. Ann, MO 63074	Ms. Mary Jo Gruber Chief Financial Officer 314.231.8500	School District Financial statement and Uniform Guidance compliance audits 3 years

*** ACFR receives the GFOA Certificate of Achievement for Excellence in Financial Reporting or the ASBO Certificate of Excellence in Financial Reporting or both.**

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REFERENCES – Continued

Client Name Client Address	Contact Person Title Telephone Number	Type of Institution Type of Work Years of Service
School District of Clayton #2 Mark Twain Circle Clayton, MO 63105	Mr. John Brazeal Chief Financial Officer 314.854.6011	School District Financial statement and Uniform Guidance compliance audits 10+ years
Hazelwood School District 15955 New Halls Ferry Road St. Louis, MO 63031	Mr. Chris Norman Chief Financial Officer 314.953.5017	School District Financial statement and Uniform Guidance compliance audits 10+ years
Maplewood-Richmond Heights School District 7539 Manchester Rd. St. Louis, MO 63143	Ms. Chris Hoelzer Director of Technology and Business Services 314.644.4400	School District Financial statement and Uniform Guidance compliance audits 10+ years
Fox School District 745 Jeffco Blvd. Arnold, MO 63010	Ms. Christina Rufkahr Executive Direxor of Finance 636.296.8000	School District Financial statement and Uniform Guidance compliance audits 2 years
Carterville Unit No. 5 Schools 306 Virginia Avenue Carterville, IL 62918	Ms. Sarah Barnstable Superintendent 618.985.4826	School District Financial statement and Uniform Guidance compliance audits 10+ years
Jefferson City School District 315 E. Dunklin Jefferson City, MO 65101	Ms. Shari LePage Chief Financial Officer 573.659.3004	School District Financial statement and Uniform Guidance compliance audits 10+ years
Washington Schoold District 220 Locust Street Washington, MO 63090	Ms. Robin Kluesner Director of Accounting 636.231.2000	School District Financial statement and Uniform Guidance compliance audits 5 years

*** ACFR receives the GFOA Certificate of Achievement for Excellence in Financial Reporting or the ASBO Certificate of Excellence in Financial Reporting or both.**

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Goff Backa Alfera & Company, LLC
Certified Public Accountants

Pittsburgh
3325 Saw Mill Run Blvd.
Pittsburgh, PA 15227-2736

Wheeling
21 Warden Run Rd., Suite 102
Wheeling, WV 26003

Phone 412-885-5045
Fax 412-885-4870
www.gbaco.com

Report on the Firm's System of Quality Control

March 16, 2023

To the Partners of Kerber Eck & Braeckel, LLP and the National Peer Review Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Kerber Eck & Braeckel, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of an employee benefit plan; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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Opinion

In our opinion, the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Kerber Eck & Braeckel, LLP in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Kerber Eck & Braeckel, LLP has received a peer review rating of pass.

Goff Backa Alfera & Company, LLC

GOFF BACKA ALFERA & COMPANY, LLC
PITTSBURGH, PENNSYLVANIA 15227

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PROPOSAL FORM

Independent Audit Services 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 4801 and to all the conditions imposed herein, the undersigned offers and agrees to provide audit services for the City's CAFR, and under the provisions of Uniform Guidance, for the 2025, 2026, and 2027 fiscal years at the prices listed on the Cost Proposal Form, Attachments A and B. The City shall hold unilateral options of renewal for the 2028 and 2029 fiscal years.

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: _____

Full Legal Name of Proposer: Kerber, Eck & Braeckel LLP

Street Address: One South Memorial Drive, #900

City/State/Zip Code: St. Louis, MO 63102

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

Last 4 Digits of FEIN or SSN: _____

Telephone: 314-231-6232

Name: Richard R. Gratza CPA Title: Partner

Signature: Richard R Gratza Date: July 9, 2025

Email address: rickg@kebcpa.com

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AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF Missouri)

)ss

COUNTY OF City of St. Louis)

Before me, the undersigned Notary Public, Richard Gratza (Name) personally appeared who is Partner (Title) of KEB (Company Name), and after being sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

Richard R. Gratza
Signature (Person with Authority)

Richard R. Gratza
Printed Name

Partner
Title

July 9, 2025
Date

Subscribed and sworn to before me this 7 day of July, 2025 (Month, Year).

My commission expires:

Emelie Glisson 7/7/25
Signature of Notary Date

EMELIE A GLISSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES SEPTEMBER 20, 2025
ST. LOUIS CITY
COMMISSION #21895064

Rev. 1/30/09

Docusign Envelope ID: 75787DE1-591E-42F7-85D6-98F94517DA28

PROOF OF LAWFUL PRESENCE - 208.009 RSMO

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

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

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

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

Business Name: Kerber, Eck & Braeckel LLP			
Last Name: Gratza	First: Richard	Initial: R	Maiden Name:
Address (Street Name & Number): One S Memorial Drive Suite 900			
City: St. Louis	State: MO	Zip Code: 63102	
Date of Birth (MM/DD/YYYY): 4/11/1974		(Check all that apply to signer and company): ☒ A Citizen of the United States ☒ A Lawful Permanent Resident ☒ Company uses e-Verify to Hire New Employees ☒ All Employees are authorized to work in U.S.	
Signature: Richard A Gratza	Date: 7/7/25		
☒ I have attached documentation ☐ I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

CITY STAFF- Record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A -MoDOR Accepted Documentation		B - MO Driver's License		C - Other Federal Documentation
Document: _____	Or	Missouri Driver's License ☐	Or	Document: _____
Expiration: _____		Expiration: _____		Expiration: _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:

***NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Certificate Of Completion

Envelope Id: 75787DE1-591E-42F7-85D6-98F94517DA28
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf
Source Envelope:
Document Pages: 37
Signatures: 7
Certificate Pages: 6
Initials: 6
AutoNav: Enabled
Comments: yes
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Paul Feldmann
200 N Second St
Saint Charles, MO, MO 63301
paul.feldmann@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
9/19/2025 11:52:06 AM
Holder: Paul Feldmann
paul.feldmann@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Rick Gratza rickg@kebcpa.com Security Level: Email, Account Authentication (None)	DocuSigned by: Rick Gratza F44032263621496... Signature Adoption: Pre-selected Style Using IP Address: 129.228.37.48	Sent: 9/19/2025 11:57:15 AM Viewed: 9/29/2025 8:17:27 AM Signed: 9/29/2025 8:20:14 AM
Electronic Record and Signature Disclosure: Accepted: 9/29/2025 8:17:27 AM ID: 73a13cf0-9932-41f7-935a-b7f301052ce1		
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/29/2025 2:34:17 PM Viewed: 9/29/2025 3:00:34 PM Signed: 9/29/2025 3:00:57 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 9/29/2025 3:01:01 PM Viewed: 10/1/2025 8:30:18 AM Signed: 10/1/2025 8:31:02 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/1/2025 8:31:04 AM Viewed: 10/1/2025 9:00:40 AM Signed: 10/1/2025 9:00:52 AM
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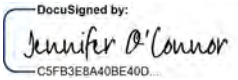
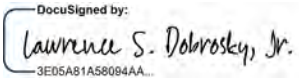
Signer Events	Signature	Timestamp
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/1/2025 9:00:55 AM Viewed: 10/1/2025 9:21:39 AM Signed: 10/1/2025 9:22:03 AM
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	 Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 10/1/2025 9:22:07 AM Viewed: 10/1/2025 12:35:21 PM Signed: 10/1/2025 12:36:00 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 68.208.10.76 Signed using mobile	Sent: 10/1/2025 12:36:05 PM Viewed: 10/1/2025 2:32:26 PM Signed: 10/1/2025 2:32:41 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Admnistion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/1/2025 2:32:45 PM Viewed: 10/1/2025 3:00:21 PM Signed: 10/1/2025 3:00:40 PM
Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/1/2025 3:00:43 PM Viewed: 10/2/2025 8:27:16 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		

Signer Events	Signature	Timestamp
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

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/1/2025 2:32:44 PM Viewed: 10/1/2025 2:38:49 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2025 11:57:15 AM
Envelope Updated	Security Checked	9/29/2025 2:34:16 PM
Envelope Updated	Security Checked	10/2/2025 8:21:46 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lawrence.perney@stcharlescitymo.gov

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

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

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

To request paper copies from SHI OBO City of St Charles

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

To withdraw your consent with SHI OBO City of St Charles

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

CITY OF ST. CHARLES

INTERDEPARTMENTAL COMMUNICATION

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: September 12, 2025

Subject: Monies collected and deposited in the month of August, 2025

Remarks: The Municipal Division collected and deposited a total of ***$94,711.55*** from the court during the month of ***August, 2025***

GRAND TOTAL DISBURSED TO CITY FOR August, 2025 $83,080.35

Report : CZR0068a

MISSOURI JUDICIARY
ST. CHARLES CITY MUNICIPAL
CIRCUIT COURT DISBURSEMENT LISTING
SUMMARY REPORT
FROM 01-Aug-2025 TO 27-Aug-2025

Date : 27-Aug-202
Time : 10:20:43AI
Page :

ST CHARLES CITY MUNICIPAL
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Restitution	5034	2,341.48	(10)
Due To Debt Collection	5074	2,363.57	(15)
Clerk Fee-Municipal	6002	2,517.52	(1)
Court Automation	6008	3,160.00	(1)
CVC Surcharge State	6016	3,218.69	(1)
CVC Surcharge Muni	6018	77.61	(1)
Law Enf Arrest-Local	6020	535.47	(1)
LET-County	6022	892.00	(1)
POST-State	6024	451.46	(1)
Dom Viol - Muni	6032	1,788.00	(1)
Fine-Muni Ordin Other	6040	35,028.32	(1)
Inmate Security Fund	6056	891.58	(1)
Overpayment	6068	1.02	(1)
Clerk Fee-E/R	6102	2,899.60	(1)
CVC Surcharge-E/R	6118	89.40	(1)
Fines-E/R	6141	23,405.83	(1)
Overpayment-E/R	6168	4.00	(1)
Overpayments Detail Code	7506	560.76	(3)
Bond Forfeit-E/R	9201	13,700.00	(1)
Bonds Forfeited	9202	1,250.00	(1)
Bonds Refunded	9204	2,232.00	(21)
Total Checks Voided			
Checks Without APDC Code		0.00	(3)
Overpayments Detail Code	7506	-464.76	(2)
Bonds Refunded	9204	-74.61	(1)
Net Cash Out		**96,868.94**	**(72)**

+ 74.61 Put back into open items
94,943.55
- 2,232.00 Bonds Refunded
$94,711.55 End of month Disbursements

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

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: Aug 1, 2025 - Aug 27, 2025
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303		
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303	County: St. Charles County	Circuit: 11
Telephone Number:	Fax Number:	
Prepared by: Miranda Scott	E-mail Address: MIRANDA.SCOTT@COURTS.MO.GOV	
Municipal Judge: NICHOLAS BROCKMEYER		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	159	8,229	2,200
B. Cases (citations/informations) filed	3	368	34
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	4	288	20
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	152	3
6. dismissed by court	0	25	1
7. *nolle prosequi*	0	29	4
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	4	494	28
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	158	8,103	2,206
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	523
2. # Served/withdrawn during reporting period	331
3. # Outstanding at end of reporting period	7,134

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: Aug 1, 2025 - Aug 27, 2025

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$23,405.83
Clerk Fee - Excess Revenue	$2,899.60
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$89.40
Bond forfeitures (paid to city) - Excess Revenue	$13,700.00
Total Excess Revenue	$40,094.83
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$35,028.32
Clerk Fee - Other	$2,517.52
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$451.46
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$3,218.69
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$77.61
Law Enforcement Training (LET) Fund surcharge	$892.00
Domestic Violence Shelter surcharge	$1,788.00
Inmate Prisoner Detainee Security Fund surcharge	$891.58
Restitution	$2,341.48
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$1,250.00
Total Other Revenue	$48,456.66

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Court Automation	$3,160.00
Due To Debt Collection	$2,363.57
Law Enf Arrest-Local	$535.47
Overpayment	$1.02
Overpayment-E/R	$4.00
Overpayments Detail Code	$96.00
Total Other Disbursements	$6,160.06
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$94,711.55
Bond Refunds	$2,157.39
Total Disbursements	$96,868.94

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 3 **Sponsor(s):** N/A

Description:
Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the St. Charles Riverfront Community Improvement District

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

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

Summary:
In accordance with RSMo 67.1471 of the CID Act, the attached proposed annual budget for 2026 for the St. Charles Riverfront Community Improvement District is submitted to the City Council for receipt.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #:
Project #:

RCA Prepared by City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir.:

COOK & RILEY, LLC

1034 S. BRENTWOOD BLVD.
SUITE 1550
ST. LOUIS, MO 63117

DANIEL J. COOK
SCOTT R. RILEY

(314) 241-3315 (Main)

dcook@cookrileylaw.com
sriley@cookrileylaw.com

September 30, 2025

Ms. Kimberly Hudson
City Clerk, St. Charles Missouri
200 N. 2nd St., Rm. 400
St. Charles, MO 63301
kimberly.hudson@stcharlescitymo.gov

VIA EMAIL

Re: FY 2026 Budget--the St. Charles Riverfront Community Improvement District

Dear Kim:

Enclosed herewith is the proposed budget and budget message for the St. Charles Riverfront Community Improvement District (CID). We are sending this fiscal information to the City pursuant to 67.1471, RSMo.

If you have any questions, please feel free to contact me at (314) 324-7133 or dcook@cookrileylaw.com.

Very truly yours,

Daniel J. Cook
Partner

The St. Charles Riverfront Community Improvement District
Budgeted Revenues and Expenditures FYE 12/31/2026

	Budget FYE 12/31/2026	FYE YTD 12/31/2025E (a)	Budget FYE 12/31/2025
Revenues			
Sale & use tax (less discounts)	$300,000.00 (b)	$310,000.00	$305,000.00
Interest	$200.00	$250.00	$15.00
Third Party Revenues	-$32,500.00	($32,000.00)	($35,000.00)
Partial damage repayment	$0.00	$0.00	$0.00
Total Revenues	$267,700.00	$278,250.00	$270,015.00
Expenditures			
Bank Charges	$0.00	$200.00	$800.00
Landscape Maintenance	$10,000.00 (c)	$6,000.00 (c)	$17,500.00 (c)
Insurance	$1,450.00	$1,200.00	$1,450.00
Legal Fees	$11,500.00	$12,900.00	$14,000.00
Accounting & Audit fees	$4,650.00	$4,490.00	$4,600.00
Utilities	$425.00 (c)	$500.00 (c)	$1,950.00 (c)
Repairs	$0.00 (d)	$0.00 (d)	$2,000.00 (d)
Data fees	$0.00	$0.00	$0.00
Election/Publications	$0.00	$1,820.00	$1,500.00
Total Expenditures	$28,025.00	$27,110.00	$43,800.00
Excess of Budgeted Revenues over (under) Budgeted Expenditures	$239,675.00	$251,140.00	$226,215.00
Repayment of CID Debt	($242,500.00)	($245,000.00)	($217,500.00)
Transfer of funds to District Obligees			
Total Other Financing Sources	($242,500.00)	($245,000.00)	($217,500.00)
Excess of Budgeted Revenues & other Finanancing sources over budgeted Expenditures and other financing uses	-$2,825.00 (e)	$6,140.00 (e)	$8,715.00 (e)

(a)–2024E based on eight months actual and four months of estimated results

(b)–Part of the year-over-year increase in revenue comes from an expansion project within the District that should finish summer of 2025

(c)–In previous years these expenses were shown as split between the TDD and the CID, but since the CID is cutting the checks to pay for these services, the expenses are now attributed exclusively to the CID. Also beginning this year some of these expenses are now being paid directly by ACSC rather than through the CID leaving additional funds to pay down the CID's debt. CID does still pay the Ameren invoices.

(d)Since these bills are now being paid by ACSC, no further repair expenses are expected to be paid by CID funded.

(e) This does not reflect the 36K in withholding during the fiscal year by the TDD which is dedicated to paying the annual expenses of the CID/TDD "group."

Note there still have been some taxpayers not located in the district that have been included in the MDOR distributions to the District. YTD for 2025 about $20,000. These revenues are designated above as "third party revenues."

Exhibit A

ST. CHARLES RIVERFRONT COMMUNITY IMPROVEMENT DISTRICT

CALENDAR YEAR 2026

BUDGET MESSAGE

The St. Charles Riverfront Community Improvement District ("the District") was formed as a political subdivision of the state of Missouri on April 12, 2005 by virtue Ordinance 05-78 adopted by the City Council of the City of St. Charles, Missouri ("the City") in accordance with the Missouri Community Improvement District Act ("the CID Act"), §§ 67.1401 to 67.1571, RSMo. The stated purpose of the District is to undertake public road improvements for the benefit of the District and the City and to provide other lawful services. The public road improvements include design, right-of-way acquisition by negotiation and condemnation, as required, and the construction of the following new transportation infrastructure improvements: (1) intersection improvements to the intersection of River Bluff Drive, 5th Street and South Main; (2) traffic signal upgrades; (3) straightening and adding lanes to River Bluff Drive (items 1-3 are collectively referred to as "the infrastructure improvements") and (4) contributing to construction of a $28 million parking garage to serve a new 300 room hotel located within the District. The infrastructure improvements will be prioritized over the parking garage, with any funds remaining after the infrastructure improvements are completed being contributed to the parking garage. The balance of the cost of the garage will be privately financed, but will be treated as an indebtedness of the CID and TDD. Items 1-4 are collectively referred to herein as "the Project."

The source of revenue for the District is a community improvement district sales and use tax ("Transaction Taxes") imposed at the rate of one percent (1.0%) pursuant to the CID Act. The Transaction Taxes became effective on October 1, 2005, and will remain in effect for thirty (30) years unless terminated sooner.

On September 1, 2005, the St. Charles Riverfront Transportation Development District ("the TDD") which was formed as a political subdivision of the state of Missouri on March 1, 2005, by virtue of a judgment, as amended, entered by the Circuit Court of St. Charles County, Missouri pursuant to the Missouri Transportation Development District Act ("the TDD Act"), §§ 238.200 to 238.275, RSMo., issued the St. Charles Riverfront Transportation Development District, St. Charles, Missouri Revenue Bonds (River Bluff Drive Improvement Project) Series 2005, in the original principal amount of $3,885,000 ("the Bonds) to fund the design and construction of the Infrastructure Improvements. Pursuant to the Cooperative Agreement between the District and the TDD dated September 1, 2005, the District pledged revenue from the CID Transaction Taxes, subject to annual appropriation and less $2,000.00 per month to pay for administrative expenses, to the TDD to pay debt service on the Bonds. In addition, the CID and TDD are jointly responsible for the repayment of other District debts which were funded outside of the

bond issuance. The TDD also imposes a sales tax at the rate of 1.0% ("the TDD sales tax"). Subsequently, the board of the District has determined that the District should withhold $3,000 per month from its income stream in order to fully meet its financial obligations.

The District has adopted a calendar year for purposes of conducting its business. The budget for the calendar year 2026 provides the funds for the administrative costs, payment of the debt service on the outstanding CID/TDD debt and other obligations of the District.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 9/16/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14011

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. HWM Finance Dir. Gao Dir. of Admin. BWT for CSD

Bill No. 14011 **ORDINANCE NO. _____**

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.

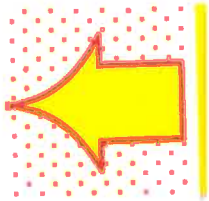
Bill No. 14011

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 9/9/2025
Holly Magdziarz, City Attorney 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:

	Sales Tax	Use Tax	Total
State	$114,920	$28,730	$143,650
County	43,988	11,730	55,718
City	51,000	0	51,000
Total	$209,908	$40,460	$250,368

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:

(Assessed Value * 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 Revenues on Existing Property	Projected Real Property Tax Revenues on Project (No Abatement)	Projected Real Property PILOTs on Project	Projected Tax Abatement on Project*
State of Missouri	0.0300	$ 530	$ 10,993	$ 5,497	$ 5,497
County Road and Bridge	0.1743	3,082	63,870	31,935	31,935
County Dev. Disability	0.1108	1,959	40,601	20,301	20,301
County Dispatch	0.0335	592	12,276	6,138	6,138
Library	0.1728	3,055	63,320	31,660	31,660
St. Charles Community College	0.1676	2,963	61,415	30,707	30,707
Ambulance	0.3273	5,787	119,935	119,935	-
Central County Fire	1.0350	18,300	379,262	379,262	-
St. Charles School District Debt	4.5679	80,765	1,673,846	836,923	836,923
Commercial Surtax	0.5300	9,371	194,211	97,106	97,106
	7.1492	$ 126,404	$ 2,619,728	$ 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		$ 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	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	$ 49	$ 51	$ 51	$ 52	$ 52	$ 54	$ 54	$ 55	$ 55	$ 57	$ 530
County Road and Bridge	0.1743	286	295	295	303	303	312	312	322	322	331	3,082
County Dev. Disability	0.1108	182	187	187	193	193	199	199	205	205	211	1,959
County Dispatch	0.0335	55	57	57	58	58	60	60	62	62	64	592
Library	0.1728	283	292	292	301	301	310	310	319	319	329	3,055
St. Charles Community College	0.1676	275	283	283	292	292	300	300	309	309	319	2,963
Ambulance	0.3273	537	553	553	570	570	587	587	604	604	622	5,787
Central County Fire	1.0350	1,698	1,749	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	7,719	7,950	7,950	8,189	8,189	8,434	8,434	8,687	80,765
Commercial Surtax	0.5300	869	896	896	922	922	950	950	979	979	1,008	9,371
	7.1492	$ 11,728	$ 12,080	$ 12,080	$ 12,443	$ 12,443	$ 12,816	$ 12,816	$ 13,201	$ 13,201	$ 13,597	$ 126,404

EXHIBIT 3 - PROJECTED REAL PROPERTY TAX REVENUES ON PROJECT (NO ABATEMENT)

Estimated Assessed Value of Project		$ 3,400,000	$ 3,502,000	$ 3,502,000	$ 3,607,060	$ 3,607,060	$ 3,715,272	$ 3,715,272	$ 3,826,730	$ 3,826,730	$ 3,941,532	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	$ 1,020	$ 1,051	$ 1,051	$ 1,082	$ 1,082	$ 1,115	$ 1,115	$ 1,148	$ 1,148	$ 1,182	$ 10,993
County Road and Bridge	0.1743	5,926	6,104	6,104	6,287	6,287	6,476	6,476	6,670	6,670	6,870	63,870
County Dev. Disability	0.1108	3,767	3,880	3,880	3,997	3,997	4,117	4,117	4,240	4,240	4,367	40,601
County Dispatch	0.0335	1,139	1,173	1,173	1,208	1,208	1,245	1,245	1,282	1,282	1,320	12,276
Library	0.1728	5,875	6,051	6,051	6,233	6,233	6,420	6,420	6,613	6,613	6,811	63,320
St. Charles Community College	0.1676	5,698	5,869	5,869	6,045	6,045	6,227	6,227	6,414	6,414	6,606	61,415
Ambulance	0.3273	11,128	11,462	11,462	11,806	11,806	12,160	12,160	12,525	12,525	12,901	119,935
Central County Fire	1.0350	35,190	36,246	36,246	37,333	37,333	38,453	38,453	39,607	39,607	40,795	379,262
St. Charles School District Debt	4.5679	155,309	159,968	159,968	164,767	164,767	169,710	169,710	174,801	174,801	180,045	1,673,846
Commercial Surtax	0.5300	18,020	18,561	18,561	19,117	19,117	19,691	19,691	20,282	20,282	20,890	194,211
	7.1492	$ 243,073	$ 250,365	$ 250,365	$ 257,876	$ 257,876	$ 265,612	$ 265,612	$ 273,581	$ 273,581	$ 281,788	$ 2,619,728

EXHIBIT 4 - PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES ON PROJECT

Estimated Assessed Value of Project		$ 3,400,000	$ 3,502,000	$ 3,502,000	$ 3,607,060	$ 3,607,060	$ 3,715,272	$ 3,715,272	$ 3,826,730	$ 3,826,730	$ 3,941,532	
PILOT Payment to all entities except Fire and Ambulance Distric		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
PILOT Payment to Fire and Ambulance Districts		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	$ 510	$ 525	$ 525	$ 541	$ 541	$ 557	$ 557	$ 574	$ 574	$ 591	$ 5,497
County Road and Bridge	0.1743	2,963	3,052	3,052	3,144	3,144	3,238	3,238	3,335	3,335	3,435	31,935
County Dev. Disability	0.1108	1,884	1,940	1,940	1,998	1,998	2,058	2,058	2,120	2,120	2,184	20,301
County Dispatch	0.0335	570	587	587	604	604	622	622	641	641	660	6,138
Library	0.1728	2,938	3,026	3,026	3,117	3,117	3,210	3,210	3,306	3,306	3,405	31,660
St. Charles Community College	0.1676	2,849	2,935	2,935	3,023	3,023	3,113	3,113	3,207	3,207	3,303	30,707
Ambulance	0.3273	11,128	11,462	11,462	11,806	11,806	12,160	12,160	12,525	12,525	12,901	119,935
Central County Fire	1.0350	35,190	36,246	36,246	37,333	37,333	38,453	38,453	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	84,855	84,855	87,401	87,401	90,023	836,923
Commercial Surtax	0.5300	9,010	9,280	9,280	9,559	9,559	9,845	9,845	10,141	10,141	10,445	97,106
	7.1492	$ 144,696	$ 149,036	$ 149,036	$ 153,507	$ 153,507	$ 158,113	$ 158,113	$ 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 of or 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(l)** 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 or 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(l)**, 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(l)**, 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: _____
E-mail:
(___) ___-____

(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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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

Interest Rate	Maturity Date	Dated Date
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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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: _____
E-mail:
(___) ___-____

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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

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

Payee and Address	Description	Amount

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.]

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

"GRANTOR"

CITY OF ST. CHARLES, MISSOURI

By: _____

_____, Mayor

[SEAL]

ATTEST:

_____

_____, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/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 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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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. Without limiting the generality of the foregoing, the Company acknowledges that (i) the City is issuing the Bonds and offering incentives pursuant to this Agreement in reliance on the Company's agreement to construct the Project substantially in accordance with Figure 2 as shown on **Exhibit C** hereto and (ii) the Company's failure to construct the Project substantially in accordance with Figure 2 will constitute an Event of Default hereunder.

(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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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 C

RENDERINGS OF THE PROJECT

Figure 1: Rendering of elevation approved at the Planning and Zoning Commission (April 14, 2025).

Figure 2: Rendering of revised elevation approved administratively during permit review.

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)
) SS.
COUNTY OF _____)

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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

_____
Kimberly Hudson, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

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.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # 14012

Request for Council Action

Ward(s): 2 **Sponsor(s):** Mark Hollander

Description:

AN ORDINANCE AMENDING SECTIONS 640.001 AND 640.160 OF THE CODE OF ORDINANCES PERTAINING TO ITINERANT MERCHANTS AND PROMOTERS AND, SPECIFICALLY, TO ADD CERTAIN PROMOTER REQUIREMENTS AND TO MAKE CERTAIN TEXTUAL CHANGES TO THE PENALTY PROVISION RELATING TO VIOLATIONS OF CHAPTER 640 OF THE CODE OF ORDINANCES.

Contract Extension/Renewal:	**Yes** ☐	**No** ☑
Information Paper Attached:	**Yes** ☐	**No** ☑

Staff Recommendation:	**Approve** ☑	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☐	**Disapprove** ☐

Summary:

The changes to this Ordinance would add some requirements in relation to abiding by other City Ordinances and certain penalties for non-compliance. Finance is requesting to change the 5 day merchant listing requirement to 15 days to vet the merchants for other City payment non-compliance.

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

Fiscal Impact: _____ **N/A** _____

Account #: _____

_____

_____

Project #: _____

RCA prepared by: jao Dept. Dir. jao Finance Dir. jao Dir. of Admin. _____

Bill No. 14012 Ordinance No. _____

Sponsor: Mark Hollander

AN ORDINANCE AMENDING SECTIONS 640.001 AND 640.160 OF THE CODE OF ORDINANCES PERTAINING TO ITINERANT MERCHANTS AND PROMOTERS AND, SPECIFICALLY, TO ADD CERTAIN PROMOTER REQUIREMENTS AND TO MAKE CERTAIN TEXTUAL CHANGES TO THE PENALTY PROVISION RELATING TO VIOLATIONS OF CHAPTER 640 OF THE CODE OF ORDINANCES.

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

SECTION 1. Section 640.001 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 640.001. Itinerant Merchants And Promoters.

A. Definition. For the purpose of this Section, an "itinerant merchant" is defined as any person, firm or corporation, whether as owner, agent, consignee or employee, whether a resident of the City or not, who engages in a temporary business of selling and delivering goods, wares and merchandise within the City and who, in furtherance of that purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, public room, hotel room, lodging house, apartment, shop, lot or any other place within the City for the exhibition and sale of such goods, wares and merchandise.

B. Regular Itinerant Merchant License. Except as otherwise provided in this Section, every itinerant merchant shall pay a license fee in the amount stated in Section 150.030. The license shall be valid for three (3) consecutive calendar weeks. An itinerant merchant shall not be issued more than three (3) licenses in any calendar year.

C. Promoter-Related Itinerant Merchant License. No itinerant merchant's license shall be required of any itinerant merchant participating in an event for which a promoter's license has been issued.

D. Promoters And Duties Of Promoters.

1. For purposes of this Section, a "promoter" is the ~~The~~ person responsible for the development, coordination, advertising and implementation of a group event involving itinerant merchants. The promoter shall obtain a promoter's license and pay a license fee based upon the number of itinerant merchants and the rates set forth

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in Section 150.030. The license shall be valid for any combination of seven (7) days within one (1) year from the date of issuance and which shall be valid only for a single location which shall be specified in the license.

2. Organizations exempted from license fees under Section 605.120 are exempt from this promoter's license fee, but shall obtain and display the license when functioning as a promoter.

3. Promoters shall provide to the Director of Finance a list of all persons who are directly involved in any aspect of putting on the group event including, without limitation, persons working at the venue and/or involved in advertising the event. There shall be a rebuttable presumption the promoter is responsible for these activities. This list shall be provided to the Director of Finance fifteen (15) days prior to the first day of the event and updates to the list of persons, if any, shall be made up to the first day of the event.

4.~~3.~~ Promoters shall provide to the Director of Finance a list of itinerant merchants participating in the event, including sales tax numbers. In the event that an itinerant merchant does not have a sales tax number, then the promoter shall certify that the promoter has given the itinerant merchant a State concession report form and the promoter shall provide the City with the name and address of that itinerant merchant. This information shall be provided to the Director of Finance fifteen (15) ~~five (5)~~ days prior to the first day of the event, along with any other appropriate information.

5. The promoter shall be responsible for distributing the necessary sales tax (Section 605.470) and tourism tax (Section 620.020) information and forms to any participating itinerant merchant.

E. Licenses issued under this Section are not transferable.

F. Itinerant merchants and promoters shall not be relieved from complying with the provisions of this Section merely by reason of associating temporarily with any person possessing a business license or by conducting the transient business in connection with, as a part of or in the name of any person possessing a business license.

G. Open-Air Produce Market And Food Vendor Itinerant Merchant. Every itinerant merchant operating an open-air produce market or operating as a food vendor shall pay a license fee in the amount stated in Section **150.030**. The license shall be valid for one (1) year.

H. Additional reasonable conditions may be imposed upon the issuance of a license as deemed necessary to protect the public health, safety, and welfare. Permission to operate a temporary business or event may be refused if the applicant is unable to comply with the requirements of this Section and all other applicable laws and regulations.

I. Every promoter and itinerant merchant must comply with the pertinent provisions of the building code, zoning regulations, and sign regulations, and with all other applicable City, state, and federal laws.

J. Revocation of License. Licenses under this Section may be revoked by the Director of Finance for any of the following reasons:

1. Fraud, misrepresentation or false statement contained in the application for license;
2. Fraud, misrepresentation or false statement made in the course of carrying on the licensed activity;
3. Any violation of this Section and all other applicable laws and regulations; or
4. Conducting the temporary business or event in an unlawful manner or in a manner that constitutes a breach of the peace or a menace to the health, safety, or general welfare of the public.

K. If a license under this Section has been revoked, or a citation for any conduct related to the licensed activity is pending, the licensee may not submit a new application for six (6) months from the date of the revocation or the final disposition of the charge in the municipal court, whichever is later. If a licensee's license under this Section is revoked a second or subsequent time, or another citation for conduct related to the licensed activity is issued, such person may not submit a new application for one (1) year from the date of the revocation or final disposition of the charge.

SECTION 2. Section 640.160 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 640.160. Penalty.

A. Any person who violates any provision of this Chapter for which no other penalty is set forth shall be subject to the penalty set forth in Section 100.150 of this Code of Ordinances.

B. Any person found guilty of violating the terms of Article II, Garage Sales, Sections 640.010 ~~et seq.,~~ through 640.070, shall be fined not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00) for each offense.

C. Any person found guilty of violating the terms of Article III, ~~Solicitors,~~ Door-To-Door Residential Sales, Sections 640.080 through 640.130, shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00) for each offense and shall be prohibited from obtaining a permit for a period of two (2) years from the date of being found guilty.

D. Any person found guilty of violating the terms of Article IV, Off-Premises Canvassing, Sections 640.140 through 640.152, shall be fined not less than twenty-five ($25.00) nor more than one hundred dollars ($100.00) for each offense.

SECTION 3. 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 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz 9/19/25	
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk

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RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14013

Request for Council Action

Ward(s): ALL **Sponsor(s):** MICHAEL GALBA

Description:
AN ORDINACE AUTHORIZING AN AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ST. CHARLES FOR RECEIPT OF STATE TRANSPORTATION FUNDS IN THE AMOUNT OF $36,871.21

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

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

Summary:
EACH YEAR THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISION AWARDS GRANTS FOR THE OPERATION OF PUBLIC TRANSPORTATION, WHICH HELPS OFFSET THE COST OF OPERATING THE ST. CHARLES TRANSIT SYSTEM. THE ATTACHED AGREEMENT TITLED MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PUBLIC TRANSIT OPERATING ASSISTANCE GRANT AGREEMENT IS FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2025 IN THE AMOUNT OF $36,871.21

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 36,871.21 **N/A** 2025-26 REVENUE
Account #: 204-000-000-432302
Project #: N/A

RCA prepared by: MZG Dept. Dir. Signed by: Larry Pemsy C2B12E8A759A480... Finance Dir. DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Dir. of Admin. DocuSigned by: Lawrence S. Dobrosky, Jr 3E05A81A58094AA...

Bill No. 14013 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE AUTHORIZING A STATE TRANSIT ASSISTANCE GRANT AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ST. CHARLES, MISSOURI, FOR RECEIPT OF STATE TRANSPORTATION FUNDS IN THE AMOUNT OF $36,871.21 DURING THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. A State Transit Assistance Grant Agreement between the Missouri Highways and Transportation Commission and the City of St. Charles, Missouri, for receipt of State Transportation Funds in the amount of $36,871.21 during the period of July 1, 2025 through June 30, 2026 is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of this ordinance.

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

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

Approved as to Legal Form: Attest:

Holly Magdziarz 9/23/2025

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\CONTRACTS\MO Hwy Transp Comm - State Transit Assistance Grant Agmt (7-1-2025 thru 6-30-2026).doc

Docusign Envelope ID: 56551D33-F205-461D-BB72-340A90A19775

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 12/24 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE TRANSIT ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Thirty six thousand eight hundred seventy one dollars and twenty one cents ($36,871.21) during the period from July 1, 2025, to June 30, 2026.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement,

EXHIBIT 1

Docusign Envelope ID: 56551D33-F205-461D-BB72-340A90A19775

the Commission may inspect, copy, and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying, or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

Docusign Envelope ID: 56551D33-F205-461D-BB72-340A90A19775

(7) ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

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

(9) INSURANCE:

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

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

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

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

(10) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or has been, in violation of any of the terms of this Agreement.

(11) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

Docusign Envelope ID: 56551D33-F205-461D-BB72-340A90A19775

(12) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 USC §12101, *et seq.*).

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

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

(15) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(18) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(19) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

Docusign Envelope ID: 56551D33-F205-461D-BB72-340A90A19775

(A) To the Grantee:
City of St. Charles
200 North 2nd Street
St. Charles, MO 63301
Facsimile No.:636-949-3365

(B) To the Commission:
Missouri Department of Transportation
105 Capitol Ave
Jefferson City, Mo 65102
Facsimile No.:573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[The remainder of this page left intentionally blank]

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

Executed by the Grantee this _____(date).

CITY OF ST. CHARLES

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

By Holly Maggiano
Counsel

Ordinance No. _____
(if applicable)

Docusign Envelope ID: 56551D33-F205-461D-BB72-340A90A19775

Application

Missouri State Transit Assistance Program
FY2026
July 1, 2025 through June 30, 2026
For Public Transportation Only

DUE April 1, 2025

Applicant Agency Name: Street and Mailing Address: City, State (Missouri), Zip+4 Code	City of St. Charles 200 North Second street St. Charles, MO 63301
Agency Contact Person - Name Contact Person: e-mail Address Contact Person: Work Phone Contact Person: Fax Number	Mark French mark.french@stcharlescitymo.gov 636-949-3363 636-949-3365

Eligibility Criteria: (Check All That Apply):

(If operating both urbanized and rural transit service, submit separate applications)

☒	A City
☐	A City Transit Authority
☐	A City Utilities Board
☐	An Interstate Transit Authority (as defined in 94.600 RSMo)
☐	An Intrastate Transportation Authority
☐	A recipient / direct recipient of FTA Sec. 5307 urbanized formula funds
☐	A sub-recipient of FTA Section 5311 non-urbanized formula funds

Total transportation operating costs for **Public Transportation Services.** If your agency applies for **MEHTAP funding** **do not include** information for Seniors or Individuals with Disabilities.

Calendar Year	2022	2023	2024
Transit Operating Costs for Public Transportation Service.	157,814	164,527	151,290
Annual Passenger Ridership in Missouri (unlinked Trips for calendar years)	8,477	10,394	17,127
Annual Vehicle Miles Operated;	53,840	57,665	56,096
Cost per Mile (divide total cost by miles)	2.93	2.85	2.70
Cost per Passenger (divide total cost by ridership)	18.62	15.83	8.83
Amount of Annual Local Effort or Tax Support for Transit	152,345	157,599	144,915

Continue on Page 2

ATTACHMENT A

Docusign Envelope ID: 56551D33-F205-461D-BB72-340A90A19775

Description of local financial effort or local tax support for appliant's public transit service:

Support for the local Ride STC system comes from the sale of local proceeds of gasoline sales tax. Ride STC is heavily subsidized (over 90 percent) by local sales taxes. While it is, and remains to be a financial burden on the City of St. Charles, it still remains a commitment on the part of the city council to provide public transportation to its residents, especially the disabled and elderly residents.

Agency's Missouri Transit Service Area Population: Urbanized: 71,800 Rural:

Description of Calendar Year 2024 Public Transit Service in Missouri

Days of Transit Operation:	Monday thru Friday
Weekday Hours of Operation:	9:00 am to 4:00 pm
Saturday Hours of Operation:	N/A
Sunday Hours of Operation:	N/A

Applicant Agency Authorized Signature:	Date:
[signature]	5/13/25

Please submit authorizing resolution or city ordinance.

Submit completed and signed application to: motransit@modot.mo.gov

Subject Line: " STA and Enter Your Agency's Name"

For Technical Assistance: angelia.otto@modot.mo.gov

Form located at: https://www.modot.org/transit-applications-and-reporting

(Version Dec. 2024)

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14014

Request for Council Action

Ward(s): 1,3 **Sponsor(s):** Galba, M Hollander, West, Haberstroh, Foust, Gould, S Hollander, Otto

Description:

Authorization to enter into a County Road Board agreement for North Main Street Extension, an Intergovernmental Agreement between St. Charles City and St. Charles County for St. Charles City Hall transfer to St. Charles County, and a First Amendment to the Agreement by and between St. Charles County, and the City of St. Charles for construction of new roadways within the Riverpointe Development.

Contract Extension/Renewal:	**Yes** ☐	**No** ☑
Information Paper Attached:	**Yes** ☑	**No** ☐

Staff Recommendation:	**Approve** ☑	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☐	**Disapprove** ☐

Summary:

The City and County have negotiated a multifaceted exchange agreement that provides the County with the room to expand the downtown justice center, in exchange the City will receive funding ($4.6M) for the the completion of North Main Street adjacent to the new City Hall and will also provide the City the ability to utilize $7M in Road Board funds to complete necessary roadway infrastructure within the Riverpointe development.
The exchange agreement also preserves the public's use of the City Hall parking garage for as long as the County owns the building supporting the downtown business area.
Approval of this agreement will result in a more efficient justice system, increased economic development within the City, and necessary infrastructure to support the new City Centre Complex (C3).

Staff recommends approval of the County Road Board agreement for North Main Street Extension, the Intergovernmental Agreement to transfer City Hall to St. Charles County, and the first amendment to the County Road Board agreement for new roadways within the Riverpointe development.

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

Fiscal Impact: $ 4,647,092.00 **N/A** _____

Account #: 412-502-502-873199

Project #: 23ENGST3

RCA prepared by: BWT Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

Bill No. 14014 Ordinance _____

Sponsors: Michael Galba, Mark Hollander, Bill Otto, Mary West, Justin Foust, Brian Gould, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING AGREEMENTS BY AND BETWEEN ST. CHARLES COUNTY, MISSOURI, AND THE CITY OF ST. CHARLES; SPECIFICALLY, AN AGREEMENT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR FINANCING A PORTION OF THE CONSTRUCTION OF NORTH MAIN STREET WITHIN THE CITY CENTRE COMPLEX DEVELOPMENT, AN AGREEMENT FOR THE TRANSFER OF CITY HALL TO THE COUNTY, AND A FIRST AMENDMENT TO THE AGREEMENT FOR USE OF COUNTY TRANSPORTATION SALES TAX FUNDS FOR CONSTRUCTION OF NEW ROADWAYS WITHIN THE RIVERPOINTE DEVELOPMENT.

WHEREAS, the City has applied for and the County has agreed to provide funds from the County's one-half-cent transportation sales tax for improvements to the North Main Street Extension in the amount of up to $4,647,092.00; and

WHEREAS, The City has already received approvals from the County for the North Main Street Extension conceptual plans and preliminary plans, and updated final plans were submitted to the County for review and approval on September 30, 2025; and

WHEREAS, the City and County have agreed to amend the terms of the agreement for funds from the County's one-half-cent transportation sales tax for improvements to roadways and transportation infrastructure within the Riverpointe Development in the amount of up to $7,000,000.00, by providing that the funds may be spent throughout all phases of the Riverpointe Development, eliminating requirements for job creation, and extending the length of time to complete the project; and

WHEREAS, the City has agreed to transfer the current City Hall and attached parking garage at 200 N. Second Street to the County, which the County intends to use for expanded office space for a variety of County services, and such transfer is subject to a lease back to the City until the new City Hall in the City Centre Complex is complete; and

WHEREAS, the County has agreed to continue to provide parking to the public in the parking garage consistent with current operations for a period of at least ten years; and

WHEREAS, these agreements are authorized by Section 70.220 of the Revised Statutes of Missouri, as amended, and are in the public interest.

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

SECTION 1. An Agreement By and Between St. Charles County, Missouri and the City of St. Charles for Use of St. Charles County Transportation Sales Tax Funds for Financing a Portion of the Construction of North Main Street Within the City Centre Complex Development (American Car and Foundry Property), is approved, including exhibits A, D, and E attached hereto, and which shall be substantially the same in form and content as attached hereto.

SECTION 2. The Intergovernmental Agreement Between St. Charles City and County for St. Charles City Hall Transfer to St. Charles County, is approved, and which shall be substantially the same in form and content as attached hereto and identified as Exhibit B.

SECTION 3. The First Amendment to the Agreement By and Between St. Charles County, Missouri and the City of St. Charles, Missouri for Use of St. Charles County Transportation Sales Tax Funds for Financing a Portion of the Construction of New Roadways Within the Riverpointe Development is approved, including its Exhibit 1, and which shall be substantially the same in form and content as attached hereto, and identified as Exhibit C.

SECTION 4. Once the City has received approval from the County for the North Main Street Extension final plan, the Mayor is authorized to execute the approved Agreements, which shall be substantially the same in form and content as the Agreements attached hereto. The Mayor is further authorized to perform all acts necessary to carry out the intent of this ordinance and execute any other documents in furtherance of the purposes of this ordinance, including any other documents for extension, supplement, or renewal in a form that is approved by the City Attorney.

SECTION 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14014

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/03/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

CERTIFICATE OF DIRECTOR OF FINANCE

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

Jennifer O'Connor 10-3-25

Jennifer O'Connor, Director of Finance Date

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AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY AND CITY OF ST. CHARLES FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR FINANCING A PORTION OF THE CONSTRUCTION OF NORTH MAIN STREET WITHIN CITY CENTRE COMPLEX DEVELOPMENT (AMERICAN CAR AND FOUNDRY PROPERTY)

This Roadway Project Agreement is entered into by St. Charles County, Missouri, (hereinafter referred to as the "County") and City of St. Charles, State of Missouri, (hereinafter referred to as the "Municipality").

Whereas, the voters of the City of St. Charles approved an $85 million no tax increase bond at the April 2, 2024, election for a City Centre Complex, which is planned to include a new city hall, senior center, historical society, recreation center, parking garage, food hall and/or farmer's market, and to be a catalyst for redevelopment on the former American Car and Foundry property (hereinafter referred to as the "Development").

Whereas, the Municipality has acquired buildings 92 and 93 and other related property needed for the City Centre Complex and the extension of North Main Street, but has not acquired buildings 90, 91, 91A, powerhouse or other buildings or property needed for redevelopment of the American Car and Foundry property beyond the City Centre Complex project (building numbers shown within Road Board Application, Exhibit A).

Whereas, the City is in negotiations with multiple developers that are interested in redevelopment of the American Car and Foundry property into a high intensity mixed-use development planned to include an entertainment venue, office buildings, restaurants, hotel, and residential units.

Whereas, once fully operational, the Development, which includes redevelopment of the former American Car and Foundry property, is expected to create new permanent jobs, without closing facilities or reducing employees at any other sites where the tenants currently have their business operations; and

Whereas, the Development will include transportation facilities which consist of an extension of North Main Street and construction of new bike and pedestrian facilities (collectively referred to as the "Roadway Project"); and

Whereas, the Municipality has acquired additional Federal Surface Transportation Funds from East–West Gateway Council of Governments and is hereby requesting funds from the County's Road Board to finance a portion of the Roadway Project; and

Whereas, redevelopment of the former American Car and Foundry property as outlined in the application submitted to the Road Board is a vital part of the Municipality's initiative to revive the historic Frenchtown and North Main Street neighborhoods, and it is the County's understanding that its contribution to the Roadway Project is needed as part of a comprehensive plan to redevelop this area which includes the City Centre Complex, the American Car and Foundry property, and Frenchtown and North Main Street neighborhoods; and

Whereas, the parties acknowledge that they are approving this agreement and its exhibits as a coordinated effort to enhance the infrastructure and governmental services available within St. Charles County and the City of St. Charles.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of construction of the Roadway Project for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
COUNTY'S AUTHORITY AND MAXIMUM PAYMENT

The County Executive has been authorized by Ordinance ____- _____to execute this Agreement with the Municipality for the use of St. Charles County Transportation Sales Tax funds, beginning in fiscal year 2025 and subject to appropriation as described in Section Seven of this Agreement, for road improvements included in the Roadway Project needed to support the Development within the Municipality in an amount not to exceed **$4,647,092.00** ("County Economic Development Contribution Amount").

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

A. The Municipality shall be responsible for the construction of the Roadway Project to include certain road improvements substantially similar to those described in the Municipality's Road Board Application (Project No. RB24-000010) and attached hereto as **Exhibit A** (hereinafter, "Application").

B. The Roadway Project shall include: (1) preparation of design plans, (2) right-of-way acquisition as may be needed, (3) utility relocations as may be needed, (4) construction of bike and pedestrian facilities, and (5) roadway construction.

C. The total cost of the Development is estimated as $85,000,000, of which $8,308,865 is the estimated cost of the Roadway Project. However, the municipality has secured $2,500,000 in federal surface transportation funds; thus, reducing the local funds needed to **$5,808,865**.

D. The County will reimburse the Municipality for **80%** of actual costs incurred for construction of the Roadway Project up to the maximum amount equal to the County Economic Development Contribution Amount of **$4,647,092.00**. The Municipality will be responsible for covering 100% of the following Roadway Project costs: (1) cost of any decorative enhancements added beyond the historic street lighting and walkways depicted in the City Centre Complex project depiction attached hereto as **Exhibit D**; ; (2) the remainder of actual costs above the County Economic Development Contribution Amount; and (3) all costs not otherwise funded/reimbursed by all other funding sources.

SECTION THREE
ROADWAY PROJECT PLANS SUBMISSION AND REVIEW

A. Conceptual Plans and Development Agreement. The Parties intend for the plan submission process created herein to foster cooperation and successful completion of the project. In addition to the requirements of this section, Municipality shall endeavor to inform the County of any significant updates to the project plan, and County shall endeavor to provide prompt feedback. Under no circumstances shall County unreasonably withhold any approval contemplated under this section.

1. *Conceptual Plans Submittal.* Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the county Roads and Traffic Division for approval conceptual plans, consisting of the following documents:

    a. Title Sheet;
    b. Typical Sections;
    c. Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
    d. Cross Sections.

2. *Review by the County*: The county Roads and Traffic Manager will provide the Municipality with either written approval of these documents for the Municipality to proceed with preliminary design, or comments on these documents for the Municipality to address within 30 days of submission. The Municipality shall address all comments provided, refine the documents, and resubmit to the county's Roads and Traffic Manager for approval. County shall not unreasonably withhold approval. If the Municipality revises the Conceptual Plan but the revisions still do not satisfy the County, then County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section to the Municipality.

3. Parties agree and recognize that the County approved the conceptual plans required under this section on April 21, 2025.

B. Preliminary Plans

1. *Preliminary Plan Submittal*: Prior to proceeding with right-of-way acquisition, the Municipality shall submit to the county Roads and Traffic division Preliminary Plans for approval. These Preliminary Plans, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

    a. Storm Sewer Profiles and Culverts;
    b. Traffic Control;
    c. Erosion Control;
    d. Pavement Marking and Signing;
    e. Retaining Walls;
    f. Driveway and subdivision street entrances; and
    g. Construction Details.

2. *Review by the County:* The county Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to address within 30 days of receipt from Municipality. The Municipality shall address all comments provided, refine the documents, and resubmit to the county's Roads and Traffic Manager for approval. If the Municipality revises the Preliminary Plan but the revisions still do not satisfy the County, then County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section to the Municipality.

3. Parties agree and recognize that the County approved the preliminary plans required under this section on April 21, 2025.

C. Final Plans

1. *Final Plan Submittal*: Prior to proceeding with construction, the Municipality shall submit to the county Roads and Traffic division a Final Plan for approval. The Final Plan shall include a workday study for the construction phase of the Project.

2. *Review by the County*: The county Roads and Traffic Manager will provide the Municipality with either written approval, or comments for the Municipality to address. The Municipality shall address all comments provided, refine the documents, and resubmit to the county's Roads and Traffic Manager for approval. If the Municipality revises the Final Plan but the revisions still do not satisfy the County, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section to the Municipality.

3. Parties agree and recognize that the County approved the Final Plan required under this section on _____.

D. Plan Submission Format: The Conceptual Plan, Preliminary Plan, and Final Plan described above shall be submitted as follows, unless instructed otherwise: an electronic copy (pdf format) should be e-mailed to RoadsandTraffic@sccmo.org or as otherwise instructed, as a single file that contains all the plan sheets.

SECTION FOUR
RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual.

SECTION FIVE
STAFF TIME

The County shall not reimburse the Municipality for any staff time and the Municipality shall not

include or consider its costs for staff time in any required Municipality match.

SECTION SIX
TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Exhibit E** to this Agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION SEVEN
TERM

This Agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the Agreement is executed. This Agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this Agreement.

This Agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed and all obligations by the Municipality under this Agreement have been met, unless the Agreement is terminated as provided for in this Agreement.

SECTION EIGHT
TERMINATION

A. Termination for Breach:

1. *Events of Breach:* In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of Agreement and reasons for the Agreement to terminate:

    a. Municipality's Failure to Fund or Administer Construction of the Roadway Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County pursuant to this Agreement up to the time of Municipality's failure to fund or administer, subject to Paragraph E of this Section.
    b. Municipality's failure to start and complete the Roadway Project: In the event the Municipality fails to start and/or complete the Roadway Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this Agreement while encumbering public funds and preventing their allocation to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section One of this Agreement, subject to Paragraph E of this Section.

2. *Remedies for Breach*: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice

of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by Municipality for the Roadway Project up to the effective termination date. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds under this Agreement.

B. Termination for County's Non-Appropriation: Should the County not appropriate the contemplated funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not included in the annual budget ordinance to the Municipality at the address set out in this Agreement. Upon such notice, the County's obligation to pay any further funds under this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Roadway Project except that the Municipality may deliver documentation to the County of its undisputed and reasonable costs incurred up to the effective termination date, which County shall pay from existing appropriations if available. In addition, if the County terminates this Agreement pursuant to this Section, the Municipality shall be entitled to liquidated damages equal to the amount of any contracts entered into or costs incurred for the Roadway Project prior to the notice of non-appropriation, up to the County Economic Development Contribution Amount, less any amounts already reimbursed pursuant to this Agreement.

C. Return of Records upon Agreement Termination: On expiration or termination of this Agreement for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, and documents belonging to that party.

D. Section Three Terminations: Nothing in Section 8 shall impact or apply to terminations referenced in Section Three of this Agreement.

E. Force Majeure: No party shall be held in breach or liable, including for any requirement to pay costs or damages under §§8.A.1.a-b of this Agreement, for any delay in or failure to perform any obligation under the Agreement if, and only to the extent that, such delay or failure is caused by: an act of God, acts of terror or manmade disasters, riots, unusually severe weather, fire, floor, epidemic, quarantine, strike, labor dispute, freight embargo, the unreasonable withholding of permits or plan approvals by the other party, or any similar event outside of the reasonable control of the non-performing party, but only to the extent that such event was not the result of, or was not aggravated by, the acts or omissions of the non-performing party.

SECTION NINE
CONDITIONS PRECEDENT TO PAYMENT

In addition to the County and the Municipality complying with all the terms and conditions of the Agreement, the County's payment obligations pursuant to this Agreement the Parties hereto additionally agree to the following conditions precedent:

A. Prior to any Payment being made by the County, the Municipality shall provide the County proof of the following:

1. The Road Project is designated and dedicated as a public road to be accepted, owned and maintained by the Municipality upon its completion.

2. The Municipality shall transfer ownership of the property commonly known as St. Charles City Hall and the St. Charles City Municipal Parking Garage, located at 200 North Second Street, St. Charles, Missouri to the County in consideration of the promises and covenants contained herein for the public interest and the general welfare of the citizens of the St. Charles County and executed all necessary deeds, documents, and any other instruments necessary to legally effectuate same including the attached Intergovernmental Agreement Between St. Charles City And County For St. Charles City Hall Transfer To St. Charles County marked as **EXHIBIT B** by January 31, 2026.

SECTION TEN
REMUNERATION

A. Reimbursement by the County pursuant to Section Two shall be submitted to the County's Manager of Roads and Traffic on a quarterly basis for review and approval. Each reimbursement request shall include a cover letter, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed actual expenses incurred by Municipality or that approved by the County's Manager of Roads and Traffic.

B. No payments will be made under this Road Project Agreement until and unless the conditions precedent identified in Section Nine are met.

SECTION ELEVEN
PROJECT SCHEDULE

Timely completion is an essential element of this Agreement, and every effort shall be made to meet the project schedule provided in this Agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by **December 31, 2027**.

SECTION ELEVEN
ADVANCED INDUSTRIAL MANUFACTURING ZONE (AIM ZONE) REPORTING OBLIGATIONS IN THE DEVELOPMENT AGREEMENT

The Advanced Industrial Manufacturing Zones Act, Section 68.075, RSMo. ("AIM Zone Act" or

Act), authorizes the St. Charles County Port Authority ("Port Authority") to establish Advanced Industrial Manufacturing Zones (each an "AIM Zone") within the corporate boundaries of St. Charles County, Missouri. This Project Site has been identified to be located within a possible future AIM Zone, established pursuant to the AIM Zone Act and Resolution, therefore the Municipality shall include in the Development Agreement the requirement that all Companies locating in the Project area must fully cooperate with the Port Authority and the County acting on behalf of the Port Authority in obtaining and providing the information regarding jobs at the Riverpoint Development needed to certify the new jobs to the Missouri Department of Economic Development ("DED") and determine the AIM Zone Revenues. The Municipality shall comply with all requirements of the Act and Municipality shall include the following requirements in its Development Agreement(s):

A. Require each of its tenants/subtenants at the Project Site to complete an AIM Zone – New Jobs Verification or similar required form and spreadsheet required by the Missouri Department of Economic Development and submit the same to Municipality no later than January 31 of each calendar year.

B. Require each of its tenants/subtenants to complete and submit Form MO-941 and Form MO-AIM to DOR by the 20th date of each calendar month in which the respective tenant/subtenant is required to report income taxes withheld.

C. Require each of its tenants/subtenants to provide Municipality a complete copy of every Form MO-AIM submitted by the respective tenants/subtenant to DOR within five (5) business days of each such submittal.

D. Require each of its tenants/subtenants to provide Municipality such other and additional information as required by DED and/or DOR for the purposes of determining the AIM Zone Revenues and complying with any other requirements of the Act.

All forms and documents related to the AIM Zone reporting requirements received by the Municipality shall be forwarded to the Port Authority with copies sent to the County within 5 days of receipt.

SECTION TWELVE
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party or to an alternative address provided in writing to the other Party:

A. To the County:
Attn: County Roads and Traffic Manager
201 North Second Street, Suite 560
St. Charles, MO 63301

B. To the Municipality:
Attn: Director of Administration
200 North Second Street
St. Charles, Missouri 63301

SECTION THIRTEEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity.

SECTION FOURTEEN
INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this Agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this Agreement.

It is understood and agreed that the obligation of County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION FIFTEEN
MISCELLANEOUS

A. Severability: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

B. Section Headings and Subheadings: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

C. Waiver: The County's failure to act with respect to a breach by the Municipality does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

D. Entire Agreement: This Agreement and its incorporated exhibits and attachments

constitutes the entire agreement between the County and the Municipality with respect to the subject matter of this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the municipality with respect to this Agreement.

E. Riverpointe Amendment: As a condition of this Agreement, the parties agree to execute the proposed "First Amendment To The Agreement By And Between St. Charles County, Missouri And The City Of St. Charles, Missouri for Use Of St. Charles County Transportation Sales Tax Funds For Financing A Portion Of The Construction Of New Roadways Within The Riverpointe Development", attached hereto as **EXHIBIT C**, at the time of execution of this Agreement or within 90 days thereafter upon approval by the parties' respective governing body.

SECTION SIXTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this Agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this Agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

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

CITY OF SAINT CHARLES, MISSOURI	**ST. CHARLES COUNTY, MISSOURI**
Daniel J. Borgmeyer, Mayor Date	Steve Ehlmann, County Executive Date
Attest:	**Attest:**
City Clerk	County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Michael Sommer, Director of Finance Date

EXHIBIT A

North Main Street Extension

Sponsor St. Charles Project No. RB24-000010

Project Type New Road

TOTAL FUNDING

Total	County	Sponsor	Federal	Other
$8,308,865.00	**$2,460,000.00**	**$3,348,865.00**	**$2,500,000.00**	**$0.00**

Project Description

Proposed roadway improvements:

The city has acquired $2.5M in federal funds and the city plans to develop the new City Centre Complex in this location. The purpose of the North Main Street Extension Pedestrian Accessibility Project is to connect historic downtown St. Charles to Frenchtown through the redevelopment of the American Car and Foundry (ACF) site that lies between the two, providing sidewalks for pedestrian travel and streets for vehicular traffic, hence encouraging business at the ACF site, North Main Street, and Frenchtown. This redevelopment project aligns with other initiatives to revive the historic Frenchtown and North Main Street neighborhoods, such as the Frenchtown Great Streets project, completed in cooperation with St. Charles County. This development is in addition to $10.5M in grant funding for surrounding projects.

Proposed traffic flow improvements:

Currently, historical Main Street ends at the ACF property. ACF has a barbed wire fence restricting public entrance. There are no pedestrian paths through the property. The ACF property is of key historical importance but remains a largely vacant parcel dividing St. Charles' historic area. All traffic, pedestrian, bicycle and vehicular must reroute around ACF. Reestablishing the street grid, the Frenchtown Great Streets: North Main Street Extension Pedestrian Accessibility Project will run through an empty asphalt and concrete parking lot of the ACF property. The proposed project would provide sidewalks and streets on North Main Street, from Clark Street to Montgomery Street through the ACF property. Funding is requested for the design and construction of two-way streets with curbs and gutters, a 2'-wide paver/green space buffer, and 5'-wide sidewalks on both sides.

Proposed safety improvements:

The addition of sidewalks throughout the project will enhance safety for pedestrians. According to the FHWA, sidewalks can reduce accidents involving pedestrians by 65% to 89%. FHWA recommends pedestrians have direct and connected walking routes to desired destinations without gaps or abrupt changes. This project incorporates that recommendation and will have continuous sidewalks so that pedestrians will be able to travel throughout the area safely. A 2'-wide paver/green space buffer will provide additional safety.

Proposed bicycle/pedestrian improvements:

There will be a high-visibility crosswalk at North Main Street and Clark Street and mid-block crossings. Sidewalks, 5' wide will be constructed on both sides of the street throughout the project and a marked shared roadway for bicyclists. There will be bicycle and pedestrians connections to the Boschert Greenway and KATY trails. The KATY Trail is considered a side-path to Main Street and Second Street. The City will install several mid-block crossings through the development as well as higher visibility paver intersections. The proposed bicycle/pedestrian improvements will provide multi-modal access throughout the project area.

EXHIBIT
A

North Main Street Extension

Project Type: New Road

Project Information:

Project Limits: North Main Street from Clark Street to Montgomery Street

Project Length(miles): 0.6

Federal Functional Class: 3 - Major Collector

Anticipated useful life (yrs): 50

Estimated Completion Date: December 6, 2027

ADT: Existing	*ADT: Construction Year*	*ADT: Future/Projected*
0	2,000	2,349

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Daniel Mann
Job Title: Engineering Director
Phone Number: 636-949-3229
E-mail Address: daniel.mann@stcharlescitymo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
$8,308,865.00	$2,460,000.00	$3,348,865.00	$2,500,000.00	$0.00

Sponsoring agency requesting Road Board funds for Design, R/W & Construction

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

Project Schedule:

Anticipated Preliminary Plan Approval Date: February 3, 2025
Anticipated A-Date Approval Date: November 3, 2025
Anticipated PS&E Approval Date: August 3, 2026
Anticipated Construction Completion: December 6, 2027

North Main Street Extension

Project Type: New Road

Project Description:

Existing Conditions:

Historical Main Street ends at the American Car Foundry (ACF) property. ACF destroyed the block structure and has no pedestrian or bicycle paths through the property. The Frenchtown Great Streets: North Main Street Extension Pedestrian Accessibility Project will run through ACF's fenced in asphalt parking lot area. Most of the ACF property is vacant and currently unused. Opening up the ACF property to pedestrian traffic would reestablish the street grid and spur an increase in neighborhood activity, traffic volume, number of visitors to Frenchtown and North Main Street.

Proposed roadway improvements:

The city has acquired $2.5M in federal funds and the city plans to develop the new City Centre Complex in this location. The purpose of the North Main Street Extension Pedestrian Accessibility Project is to connect historic downtown St. Charles to Frenchtown through the redevelopment of the American Car and Foundry (ACF) site that lies between the two, providing sidewalks for pedestrian travel and streets for vehicular traffic, hence encouraging business at the ACF site, North Main Street, and Frenchtown. This redevelopment project aligns with other initiatives to revive the historic Frenchtown and North Main Street neighborhoods, such as the Frenchtown Great Streets project, completed in cooperation with St. Charles County. This development is in addition to $10.5M in grant funding for surrounding projects.

Proposed traffic flow improvements:

Currently, historical Main Street ends at the ACF property. ACF has a barbed wire fence restricting public entrance. There are no pedestrian paths through the property. The ACF property is of key historical importance but remains a largely vacant parcel dividing St. Charles' historic area. All traffic, pedestrian, bicycle and vehicular must reroute around ACF. Reestablishing the street grid, the Frenchtown Great Streets: North Main Street Extension Pedestrian Accessibility Project will run through an empty asphalt and concrete parking lot of the ACF property. The proposed project would provide sidewalks and streets on North Main Street, from Clark Street to Montgomery Street through the ACF property. Funding is requested for the design and construction of two-way streets with curbs and gutters, a 2'-wide paver/green space buffer, and 5'-wide sidewalks on both sides.

Proposed safety improvements:

The addition of sidewalks throughout the project will enhance safety for pedestrians. According to the FHWA, sidewalks can reduce accidents involving pedestrians by 65% to 89%.

North Main Street Extension

Project Type: New Road

FHWA recommends pedestrains have direct and connected walking routes to desired destinations without gaps or abrupt changes. This project incorporates that recommendation and will have continuous sidewalks so that pedestrians will be able to travel throughout the area safely. A 2'-wide paver/green space buffer will provide additional safety.

Proposed bicycle/pedestrian improvements:

There will be a high-visibility crosswalk at North Main Street and Clark Street and mid-block crossings. Sidewalks, 5' wide will be constructed on both sides of the street throughout the project and a marked shared roadway for bicyclists. There will be bicycle and pedestrians connections to the Boschert Greenway and KATY trails. The KATY Trail is considered a side-path to Main Street and Second Street. The City will install several mid-block crossings through the development as well as higher visibility paver intersections. The proposed bicycle/pedestrian improvements will provide multi-modal access throughout the project area.

Utility Impacts:

The City is coordinating with all utility companies throughout design and construction. Utilities will be located with the topographic survey prior to the preliminary design to verify utility conflicts. Water and sewer lines are anticipated to need reconstruction.

New Road Details:

Design Speed (mph): 25

Posted Speed Limit (mph): 25

Proposed typical section approved by Roads & Traffic? Yes

Proposed road on County/City thoroughfare plan? No

If not, please explain: The project is not a part of the thoroughfare plan. It has more of a city scale verses a county scale project.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

Currently, historical Main Street ends at the ACF property. ACF has a barbed wire fence restricting public entrance. There are no pedestrian paths through the property. The ACF property is of key historical importance but remains a largely vacant parcel dividing St. Charles' historic area. All traffic, pedestrian, bicycle and vehicular must reroute around ACF.

North Main Street Extension

Project Type: New Road

Reestablishing the street grid, the Frenchtown Great Streets: North Main Street Extension Project will run through an empty asphalt and concrete parking lot of the ACF property. The proposed project would provide sidewalks and streets on North Main Street, from Clark Street to Montgomery Street through the ACF property. Funding is requested for the design and construction of two-way streets with curbs and gutters, a 2'-wide paver/green space buffer, and 5'-wide sidewalks on both sides. This project connects to the KATY Trail and Boschert Greenway. The KATY Trail will serve as a sidepath to the new development.

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Sidepath

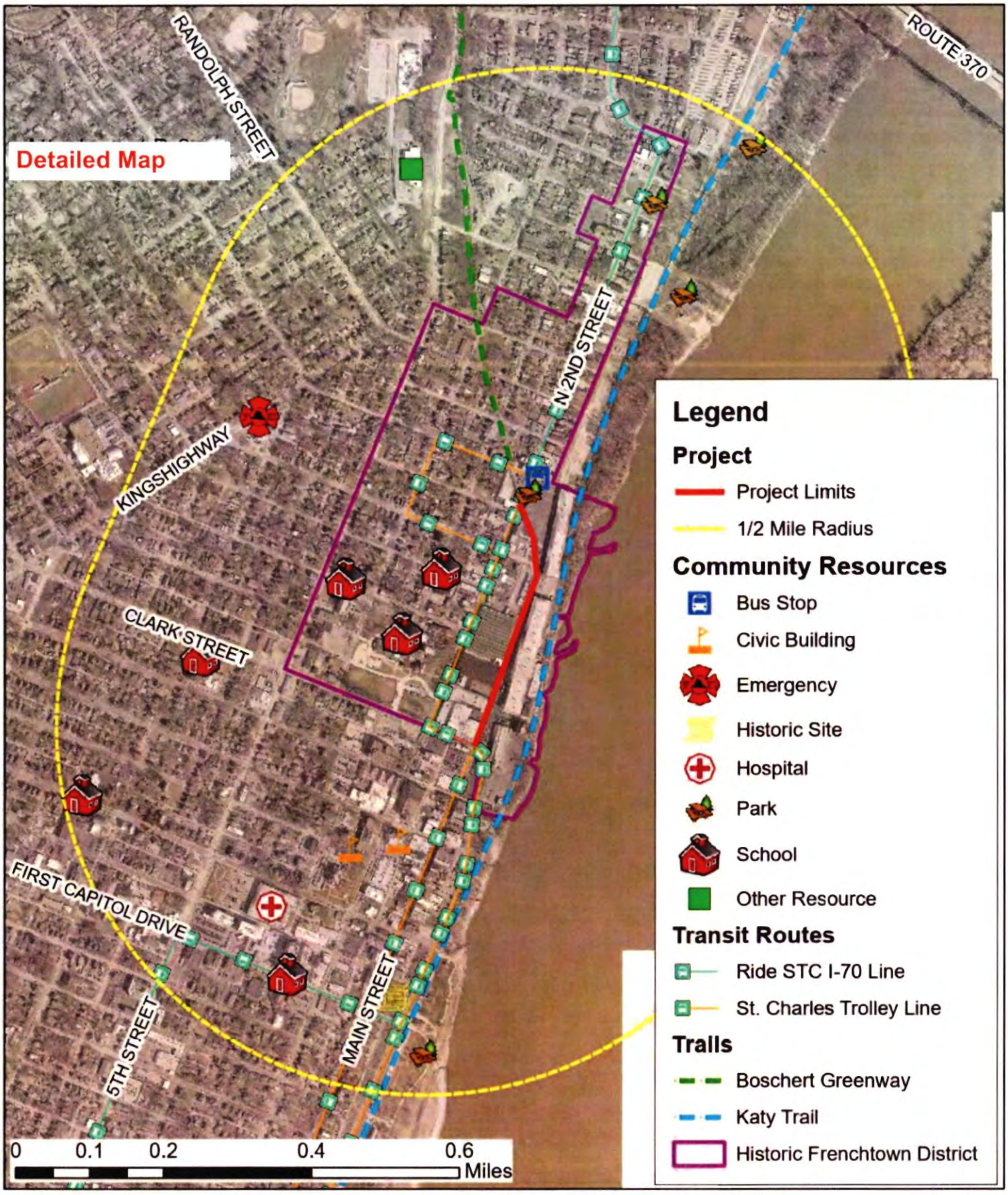
Does the proposed project follow the recommended facility type? Yes

Please explain why the proposed project does not match the recommended facility type.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limts in the last 3 years? No



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North Main Street Extension Pedestrian Accessibility Project Community Resources Map

ST. CHARLES COUNTY ROAD BOARD

2025 - 2027 TIP FINANCIAL WORKSHEET

North Main Street Extension

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	$300,000.00	$608,865.00	$0.00	$0.00	**$908,865.00**
Utility Relocations	$160,000.00	$1,040,000.00	$0.00	$0.00	**$1,200,000.00**
Right-of-Way	$0.00	$1,200,000.00	$0.00	$0.00	**$1,200,000.00**
Construction	$2,000,000.00	$500,000.00	$2,500,000.00	$0.00	**$5,000,000.00**
TOTAL	**$2,460,000.00**	**$3,348,865.00**	**$2,500,000.00**	**$0.00**	**$8,308,865.00**
PERCENT (%)	29.61%	40.30%	30.09%	0.00%	100.00%

FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2025	$300,000.00	$608,865.00			$908,865.00
2026					$0.00
2027					$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2025					$0.00
2026	$160,000.00	$1,040,000.00			$1,200,000.00
2027					$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2025					$0.00
2026	$0.00	$1,200,000.00			$1,200,000.00
2027					$0.00
Construction	County	Sponsor	Federal	Other	Total
2025					$0.00
2026	$2,000,000.00	$500,000.00	$2,500,000.00		$5,000,000.00
2027					$0.00

Estimate of Project Costs

Project Sponsor:	City of St. Charles, Missouri
Project Title:	North Main Street Extension Project
Date:	3/6/2024

Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	$150,000.00	$150,000.00
Removal of Improvements	1	LS	$125,000.00	$125,000.00
Mass Grading	1	LS	$50,000.00	$50,000.00
Type 5 Aggregate Base (5" thick)	9,218	SY	$15.00	$138,270.00
Type C Asphalt Surface, 2"	1,000	TON	$100.00	$100,000.00
Type X Asphalt Base Base, 8.5"	3,900	TON	$100.00	$390,000.00
Driveway Concrete (7" non-reinforced)	500	SY	$80.00	$40,000.00
Brick Pavers	2,450	SY	$150.00	$367,500.00
			SUBTOTAL	**$1,360,770.00**

Specific Pedestrian Items and Bicycle Items

Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	EA	$150,000.00	$150,000.00
Removal of Improvements	1	EA	$125,000.00	$125,000.00
Mass Grading	1	EA	$100,000.00	$100,000.00
Removal of Unsuitable Material	316	CY	$58.00	$18,328.00
Concrete Sidewalk (4" thick)	3,162	SY	$65.00	$205,530.00
Vertcal Curb & Gutter	6,000	LF	$50.00	$300,000.00
Storm Sewer Pipe	3,000	LF	$250.00	$750,000.00
Curb Inlet	26	EA	$5,000.00	$130,000.00
Adjust Manhole to Grade	10	EA	$2,000.00	$20,000.00
Relocate Fire Hydrant	4	EA	$10,000.00	$40,000.00
Traffic Control	1	LS	$50,000.00	$50,000.00
Signage & Pavement Markings	1	LS	$75,000.00	$75,000.00
Precast Concrete Manhole	2	EA	$4,000.00	$8,000.00
Street & Pedestrian Lights	19	EA	$12,000.00	$228,000.00
Rain Gardens and Plantings	1	LS	$150,000.00	$150,000.00
Construction Surveying & Staking	1	LS	$20,000.00	$20,000.00
Type 5 Aggregate Base (4" thick)	3,479	SY	$15.00	$52,185.00
ADA Ramp	22	EA	$6,000.00	$132,000.00
			SUBTOTAL	**$2,554,043.00**

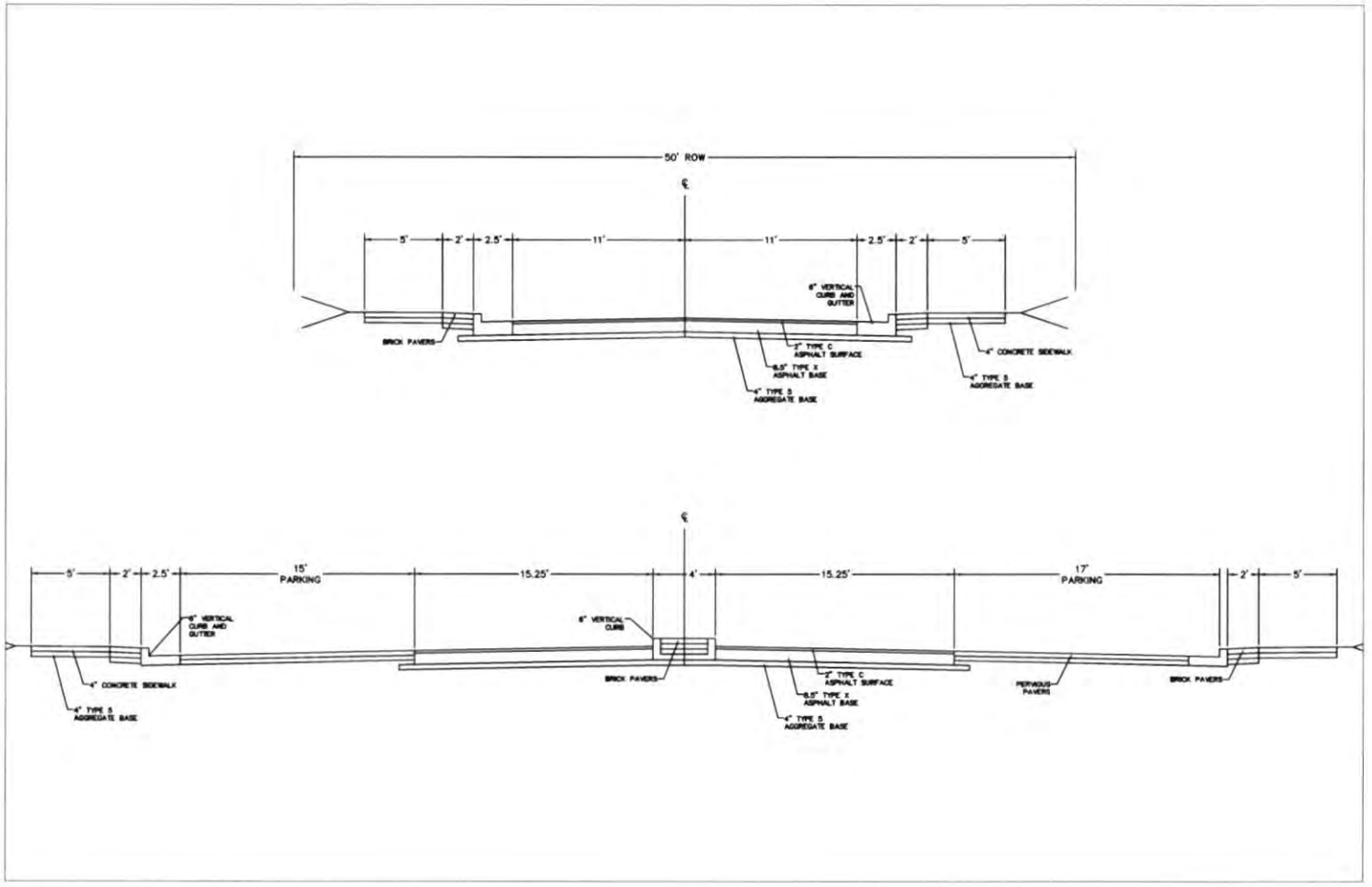
Miscellaneous Other Items

Item	Quantity	Unit	Unit Price	Amount
Erosion Control & SWPPP	1	LS	$10,000.00	$10,000.00
			SUBTOTAL	**$10,000.00**

		Construction Cost Total	**$3,924,813.00**
		Contingency (15%)	**$585,000.00**
		Inflation (4% over 2 years)	**$315,187.00**
		Preliminary Engineering	**$908,865.00**
		Right-of-Way	**$1,200,000.00**
		Utility Relocation	**$200,000.00**
		City Water	**$500,000.00**
		City Sewer	**$500,000.00**
		Construction Testing	**$175,000.00**
		Cost Total	**$8,308,865.00**
		EW Gateway TAP Funds	**-2,500,000**
		Project Total *	**$5,808,865.00**

* The project total cost should match the total cost reported in the project application.

Add lines as needed.



PROPOSED TYPICAL SECTIONS FOR N. MAIN STREET EXTENSION

North Main Street Extension Concept Plan

Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN ST. CHARLES CITY AND COUNTY FOR ST. CHARLES CITY HALL TRANSFER TO ST. CHARLES COUNTY

This Intergovernmental Agreement ("Agreement") is made and entered into as of the date last signed below, by and between the City of St. Charles, Missouri, a constitutional Charter City of the State of Missouri ("City"), and St. Charles County, Missouri, a constitutional Charter County of the State of Missouri ("County"); each may referred to as a "Party" or collectively as "Parties."

WHEREAS, the City owns the City Hall building and the adjacent City Hall Parking Garage located at 200 N. Second Street, St. Charles, MO 63301, and

WHEREAS, the County desires to acquire the City Hall building for use as an annex to the Courthouse and the City Hall Parking Garage for public use and to maintain the use of the parking garage to benefit both the County's governmental operations and the access to parking in the St. Charles City downtown community as set forth more fully in this agreement, and

WHEREAS, the City desires to lease back a portion of the City Hall building for its continued use during construction of its new city hall at the site of the former American Car Foundry ("ACF") property, and

WHEREAS, both Parties are authorized to enter into this Agreement pursuant to the Missouri Revised Statutes, including but not limited to Sections 70.210 to 70.320, which govern intergovernmental agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Article I. Transfer of Property

Section 1.01 Transfer of City Hall and Parking Garage

The City hereby agrees to convey to the County all rights, title, and interest in and to the City Hall building and the City Hall Parking Garage, located at 200 N. Second Street, free and clear of all liens and encumbrances in exchange for the County's agreement to invest in the rehabilitation and renovation of 200 North Second Street to serve as an annex to the Courthouse at 300 North Second Street, which rehabilitation and renovation is expected to be between sixteen and twenty million dollars and will involve both the interior and exterior of the building, including new windows, bringing all fire safety to standards, office space renovation, etc. and to maintain the parking garage as set forth in Section 1.02. City and County understand that the purpose of rehabilitating and renovating the building to create the Courthouse annex to house the prosecutor, public defender, public administrator and facilities will allow the County to renovate the Courthouse to add additional courtrooms and extend the life of the Courthouse in the City of St. Charles. Parties agree that the property is conveyed "as-is" and City retains no liability for the conditions of the premises except as required by state or federal environmental laws. This transfer will occur on or before January 31, 2026, subject to the lease of the building to the City as set forth in Article II herein and subject to Section 9.A.2 of the Agreement By And Between St. Charles County And City Of St. Charles For Use Of St. Charles County Transportation Sales Tax Funds For Financing A Portion Of The Construction Of North Main Street Within City Centre Complex Development (American Car And Foundry Property).

EXHIBIT B

Section 1.02 **Public Access to Parking Garage**

The County agrees to maintain the City Hall Parking Garage as open to the public with designated free parking hours and spaces to be determined by the County, ensuring continued access for public use similar to the free parking hours previously provided by the City for a period of 10 years, or for as long as the Parking Garage is open and in use by the County, whichever period is longer. The operation and availability of the Parking Garage shall be subject to the public safety considerations of the County or for County's construction needs. The County shall maintain reserved spots in the parking garage for the City subject to the later written agreement of the parties, not to exceed ten (10) spaces.

Article II. Leaseback to City

Section 2.01 **Lease of City Hall Space; available extensions**

The County agrees to lease back to the City the current City Hall building and Parking Garage located at 200 N. Second Street, St. Charles, MO 63301. The lease shall commence on the date this Agreement is executed and shall remain in effect until June 30, 2027, unless earlier terminated under the provisions of this Agreement. However, if the City provides written notice to the County of its intent to extend the lease on or before December 1, 2026, the City may, at its option and at no additional cost, extend the lease until December 31, 2027, under the same terms and conditions. If the City does not provide such notice by December 1, 2026, but provides written notice to the County on or before April 1, 2027, the City may, at its option and at no additional cost, extend the lease until August 31, 2027, under the same terms and conditions. City shall also have the right, at its option, to terminate the lease early subject to the terms of this section by giving notice to County in writing of their intent to vacate and the date that the lease shall terminate.

Section 2.02 **Effect of Termination**

Upon termination or expiration of the lease, the City shall vacate the premises on or before the expiration date, unless the Lease is further renewed or extended by mutual written agreement of the parties. Upon vacating the premises, City shall remove all furniture and other tangible personal property from the premises.

Section 2.03 **Lease Payment**

The City shall pay the County a nominal rent of one dollar ($1.00) per year for the leased space for a total of two dollars ($2.00) for the lease term laid out herein. City shall make this payment no later than December 31 for the following year or City may pay in advance in one lump sum. If the City remains in the premises beyond the expiration of this Lease, the rent for any such overstay period shall be due at the prevailing fair market rate for similar properties in the region on a month-to-month basis, as determined by the County. The City agrees to pay such rent promptly upon demand.

Section 2.04 **Use of Leased Space**

The City shall use the leased space for municipal purposes and the revenues from operation of the garage and any lease in effect during the leaseback term shall continue to be collected by and due to the City during the lease term. Any lease or similar assignation entered into after the execution of this agreement must contain language terminating said lease or similar assignation no later than the termination of City's lease of the building and parking garage.

Section 2.05 **Modifications to Leased Space**

Any improvements installed or provided by the City in City Hall during the term of the lease shall be

submitted to County in writing and are subject to approval by County, whose consent shall not be unreasonably withheld. Fixtures shall remain following termination or expiration of this Agreement.

Section 2.06 **Access to Leased Space**

At all times during the lease, County shall have access to the premises. County's access shall not require prior notice to City. Such access may include additionally any necessary access to facilitate future rehabilitation or construction at the site, including but not limited to engineers, architects, planners, consultants, and any other staff or contractors so designated by County. County's access under this section shall not unreasonably interfere with City's operations at the leased premises. Notwithstanding any language herein to the contrary, the County shall give City reasonable notice of its intent to access any spaces in the leased areas containing confidential information and City may condition such access on escort by city personnel.

Section 2.07 **Additional Lease Terms**

At all times during the lease, City shall be responsible for routine maintenance and repairs, payment of utilities used to operate the premises. City shall be responsible to secure and pay for any desired janitorial services at the premises. City shall be responsible to County for any damages City causes to the premises beyond normal wear and tear.

Article III. Notices

Section 3.01 Any notices required by this Agreement shall be provided as provided below, and which address either Party may amend from time to time upon written notice to the other Party:

A. To the County:
St. Charles County
Attn: Director of Administration
100 N. Third St.
St. Charles, MO 63301

B. To the Municipality:
City of St. Charles
Attn: Director of Administration
200 North Second Street
St. Charles, Missouri 63301

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each Party, or via provided e-mail address.

Article IV. Termination

Section 4.01 This Agreement is effective beginning on the date last signed below through December 31, 2035.

Section 4.02 In the event no funds are appropriated for this Agreement for a fiscal year, either Party has the right in any given fiscal year to terminate this contract without penalties of any sort.

Section 4.03 In the event that County does not appropriate at least $11,647,092.00 for the Agreement By And Between St. Charles County And City Of St. Charles For Use Of St. Charles County

Transportation Sales Tax Funds For Financing A Portion Of The Construction Of North Main Street Within City Centre Complex Development (American Car And Foundry Property) and the Agreement by and Between St. Charles County, Missouri and the City of St. Charles, Missouri for Use of St. Charles County Transportation Sales Tax Funds for Financing a Portion of the Construction of New Roadways Within the Riverpointe Development, as amended, as part of the 2026 County Budget, Municipality may terminate this Contract without penalties of any sort.

Article V. General Provisions

Section 5.01 Compliance with Laws

Both Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

Section 5.02 Amendments

This Agreement may be amended only by a written instrument executed by both Parties.

Section 5.03 Governing Law and Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be a court of competent jurisdiction in St. Charles County, Missouri.

Section 5.04 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 5.05 Headings

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

Section 5.06 Interpretation

The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 5.07 No Third-Party Beneficiaries

The rights, interests, duties and obligations defined within this Agreement are intended for the specific Parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

Section 5.08 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 5.09 Waiver

Either Party's failure to act with respect to a breach by the other Party does not waive its right to act with

respect to subsequent or similar breaches. The failure of either Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Section 5.10 **Authorization**
Both Parties warrant that they are authorized by their governing body to enter into this Agreement. The County Executive has been authorized by County Ordinance _____ to execute this Agreement and all necessary documents with the City, and the Mayor has been authorized by City Ordinance _____ to execute this Agreement and all necessary documents with the County.

Article VI. Indemnification and Insurance

Section 6.01 To the extent permitted by law, the City shall indemnify, protect and hold harmless the County from and against the loss, claims, damage and/or expense arising out of any demand, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either Party herein, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the City, its agents, servants or employees in performing its obligations under this Agreement.

Section 6.02 To the extent permitted by law, the County shall indemnify, protect and hold harmless the City from and against the loss, claims, damage and/or expense arising out of any demand, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either Party herein, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the County, its agents, servants or employees in performing its obligations under this Agreement.

Section 6.03 **Minimum Limits of Insurance**
Each Party shall maintain a commercial general liability insurance policy for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended. The insurance policy(ies) shall be maintained in full force and effect at all times during the term of this Agreement.

Section 6.04 **Waiver of Immunity**
Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the Parties by statute or common law.

Section 6.05 This Article VI shall survive expiration or termination of this Agreement.

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

CITY OF SAINT CHARLES, MISSOURI	**ST. CHARLES COUNTY, MISSOURI**
Daniel J. Borgmeyer, Mayor Date	Steve Ehlmann, County Executive Date
Attest:	**Attest:**
City Clerk	County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Michael Sommer, Director of Finance Date

EXHIBIT C

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. CHARLES, MISSOURI

FOR

USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR FINANCING A PORTION OF THE CONSTRUCTION OF NEW ROADWAYS WITHIN THE RIVERPOINTE DEVELOPMENT

St. Charles County, Missouri (County) and St. Charles City, Missouri (Municipality) hereby enter into this First Amendment to the above-referenced Agreement effective as of the last date signed below.

WHEREAS, on or about January 25, 2021, the parties executed an agreement for use of St. Charles County Transportation Sales Tax Funds for financing a portion of the construction of new roadways within the Riverpointe Development; and

WHEREAS, following execution of said Agreement, the parties are desirous of amending the Agreement consistent with the terms and changes set forth below.

NOW, THEREFORE, the parties do hereby amend the Agreement as follows:

1. The language of Section 3(D) entitled Traffic Study is hereby deleted however City agrees to provide traffic impact study information to the County Roads and Traffic Office as they finalize the development of each area of the Riverpointe Development for the purposes of traffic light timing.
2. All references to the date December 31, 2024, in Section 10 shall hereby be struck and in their place the date December 31, 2035, shall be inserted in place.
3. Section Two, Paragraph A is hereby amended as follows (new language bold and underlined):

   A. The Municipality shall be responsible for the construction of the Roadway Project to include certain road improvements substantially similar to those described in the Municipality's Road Board Economic Development Application dated February 10, 2020 and attached hereto as **Exhibit A** (hereinafter, "Application"). **The Roadway Project includes the area, features, and improvements indicated on Exhibit 1 labeled thereon as Phase 1, Phase 2, and Phase 3, attached hereto and incorporated herein, and these improvements are representative of but not a complete accounting of the public transportation infrastructure eligible for St. Charles Transportation Sales Tax Funds as part of this Roadway Project.**

4. Section Three, Paragraphs A.2, B.2, and C.2 shall each be amended to add the following language at the end of each paragraph (new language bold and underlined):

   The County shall not unreasonably withhold approval of the plans.

5. Section Eight, Paragraph B is hereby amended as follows (new language bold and underlined):

   B. Termination for County's Failure to Appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fifteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Roadway Project**. except that the Municipality may deliver documentation to the County of its undisputed and reasonable costs incurred up to the effective termination date, which County shall pay from existing appropriations if available. In addition, if the**

EXHIBIT C

County terminates this Agreement pursuant to this Section, the Municipality shall be entitled to liquidated damages equal to the amount of any contracts entered into or costs incurred for the Roadway Project prior to the notice of non-appropriation, up to the County Economic Development Contribution Amount, less any amounts already reimbursed pursuant to this Agreement.

6. The language of Section 13 is hereby deleted in its entirety as the parties wish to eliminate the job creation requirement, and in its place the Agreement shall read (the deleted areas are shown in brackets, new language bold and underlined):

Section Thirteen

PERMISSIBLE FINANCING STRUCTURES

[JOB CREATION REQUIREMENT, CLAWBACK, AND SECURITY FOR COUNTY'S CONTRIBUTION]

[A. The new jobs to be created by the Development, as represented by the Municipality, are a material part of the consideration for this Agreement. The Municipality hereby agrees that the Development must create at least 140 full-time (or full-time equivalent) jobs meeting the criteria specified in the subsection C below within the Development by December 31, 2026.]

[B. The Municipality shall, on or before December 31, 2026, provide a jobs creation report in a form issued by the Missouri Department of Economic Development, an example of which is attached hereto as **Exhibit C,** demonstrating the extent of its compliance with the job creation requirements of this Section Thirteen. If, after receiving said report, the County determines that any refund is due under the provisions of this Section Thirteen, the County shall submit an invoice to the Municipality for the sum due. The Municipality shall have ninety (90) days in which to pay the sum specified in said invoice.]

[C. The required criteria for the jobs to be created are as follows:]

[1. A job must be new to St. Charles County, not moved from an existing business in St. Charles County to the Development with the exception of jobs due to expansion (net new jobs to the county);]

[2. A job must pay above the average county wage as determined by the Missouri Department of Economic Development or as can be readily determined by referral to sources published by said Department; and]

[3. The job must be a position in one of the following business sectors: (i) information technology, (ii) financial and insurance (back office, not a broker or consumer services) and (iii) professional, scientific, healthcare or technical services.]

[4. "New jobs" are defined as full-time (average 35 or more hours/ week each year and for whom the company offers/pays 50% of health insurance) employees of the company located at the Development, based on the increase from the "base employment."]

[Any job not satisfying the above criteria shall not count toward the required number of jobs.]

[D. The Municipality agrees that if the Development does not result in the creation of at least 140 full-time (or full-time equivalent) jobs meeting the criteria specified in subsection (C) above within the Development by December 31, 2026, then the Municipality shall be liable to refund to the County the sum of $50,000 multiplied by the difference between 140 and the number of such jobs actually created. For purposes of illustration only, if the Development results in the creation of 100 full-time (or full-time equivalent) jobs meeting said criteria within the Development by December 31, 2026, then the Municipality shall be liable to refund to the County the sum of $2,000,000, up to and not to exceed the amount of funds paid by the County.]

[E. Municipality shall establish and issue an Irrevocable Standby Letter of Credit for the benefit of the County in the amount of the County's Economic Development Contribution Amount, and in form and substance approved by the County in its sole discretion. Such Letter of Credit shall guarantee that if the Development does not general the 140 jobs pursuant to this Section Thirteen and the Municipality does not pay the County back all the amounts due calculated as provided in subsection D above within the time frame specified by the County, then the County shall draw down all such amounts due from the Letter of Credit up to the County's Economic Development Contribution Amount.]

[F. Any time during the term of this Agreement and prior to the job creation goal having been met, the Municipality shall disclose to the County whether it has initiate any scheme under Missouri Statutes that would divert sales tax revenues from any other jurisdiction of political subdivision to pay for the Development. In the event that the Municipality pursues such funding sources, the County reserves the right to (1) do nothing, (2) request a partial refund of funds already paid and extinguish all obligations to pay any further funds towards the Roadway Project; or (3) terminate the Agreement, request a refund of all funds already paid, and extinguish all obligations to pay any further funds towards the Roadway Project.
G. Notwithstanding any other provision of this Section Thirteen, the Municipality's liability to County imposed by this Section Thirteen shall not exceed the total amount of funds actually provided by the County to the Municipality pursuant to this Agreement.]

1. **The Municipality shall not utilize local tax increment financing, which would divert sales tax revenues from any other jurisdiction of political subdivision, to pay for the Development. In the event that the Municipality pursues such funding sources, the County reserves the right to (1) do nothing, (2) request a partial refund of funds already paid and extinguish all obligations to pay any further funds towards the Roadway Project; or (3) terminate the Agreement, request a refund of all funds already paid, and extinguish all obligations to pay any further funds towards the Roadway Project. This section does not prohibit the municipality's use of financing mechanisms available under law that do not divert sales tax revenues from other jurisdictions. Such financing options are explicitly permissible and may include but are not limited to the creation of Community Improvement District, Neighborhood Improvement District, or Transportation Development District or financing options available to the Municipality pursuant to Chapter 100 of the Revised Statutes of Missouri.**

7. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as their office act by their respective representative, each of whom has signed below and is duly authorized to do the same, as of the date last written below.

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

City Clerk

ST. CHARLES COUNTY, MISSOURI

Steve Ehlmann, County Executive Date

Attest:

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Michael Sommer, Director of Finance Date

RIVERPOINTE LIMITS

EXHIBIT

1

FRENCHTOWN GREAT STREETS

SWT DESIGN JEMA

Realistic Rendering

SAINT CHARLES
MISSOURI

STATION 2

CMT

EXHIBIT

D

This Road Project Paid In Part Through Your St. Charles County ½ Cent Transportation Sales Tax

ST. CHARLES COUNTY

For more information, please visit www.sccmo.org

Sign Size: Width = 48" Length = 36" *Lettering: Upper = 4" Lower = 2.5"* *White Lettering on Blue Background*

Exhibit E RB24-000010 - North Main Street Extension

EXHIBIT E

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14015

Request for Council Action

Ward(s): ALL **Sponsor(s):** Michael Galba

Description:
An ordinance authorizing the City of St. Charles to enter into an agreement with the Missouri Highways and Transportation Commission to receive Section 5310 federal funds towards the acquisition of three (3) accessible rear-entry minivans.

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

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

Summary:
The City has been awarded federal Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Capital and Operating Assistance grant funding to acquire three (3) accessible rear-entry minivans. Attached is the Missouri Highways and Transportation Commission Agreement for funding the acquisition of the minivans.

Federal funding is administered through MoDOT, and will reimburse the City for 80% of actual costs to purchase the minivans, up to a maximum amount of $170,059.00. The City's 20% matching share (of $42,515,00) has been budgeted as project 20PWSST008. The total cost of the minivans is estimated at $212,574.00.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 42,515.00 **N/A** ☐
Account #: 410-500-501-874102
Project #: 20PWSST008

RCA prepared by: MZG Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

Bill No. 14015 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE AUTHORIZING AN ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES CAPITAL AND OPERATING ASSISTANCE GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO RECEIVE SECTION 5310 FEDERAL FUNDS IN AN AMOUNT NOT TO EXCEED EIGHTY PERCENT (80%) OF THE COSTS TO ACQUIRE THREE ACCESSIBLE REAR ENTRY MINIVANS.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Enhanced Mobility of Seniors and Individuals With Disabilities Capital and Operating Assistance Grant Agreement with the Missouri Highways and Transportation Commission (the "Agreement") to receive Section 5310 federal funds for the purpose of acquiring three (3) accessible rear entry minivans, is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of this ordinance.

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

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

Approved as to Legal Form: Attest:

Holly Magdziarz 10/3/2025

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk

CERTIFICATE OF DIRECTOR OF FINANCE

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

Jennifer O'Connor 10-2-25

Jennifer O'Connor, Director of Finance Date

T:\ORDINANCES\ORDINANCES\CONTRACTS\MO Hwy TransP Comm - 5310 CMAC Operating Assistance Grant Agmt (09.30.2025).doc

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CCO Form: MO85
Approved: 12/08 (AMB)
Revised: 08/25 (MWH)
Modified:

Project No. MO

CFDA Number: CFDA #20.513
CFDA Title: Enhanced Mobility of Seniors and Individuals with Disabilities – Mobility Management, Purchase of Service, Fixed Route Service Access Projects and/or Alternative in Transit that Enhance Mobility
Federal Agency: Federal Transit Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
5310 - ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES CAPITAL AND OPERATING ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the Grantee has applied to the Commission for a grant of federal funds made available to the Commission under Title 49 United States Code (USC) 5310 (hereinafter, "5310" or "Section 5310"), to defray a portion of the costs of enhanced mobility of seniors and individuals with disabilities with transportation, carried out by the Grantee; and

WHEREAS, the Commission has awarded federal funds available pursuant to Section 5310 to the Grantee with the understanding that such funds will be used for projects pursuant to this Agreement for the purposes specified in the Grantee's application for Section 5310 assistance, attached hereto as Appendix A and incorporated herein by reference.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing the project's expenses that are eligible for federal financial assistance.

(A) Net Operating Cost: Net operating cost is the total cost of operation less revenues received from the service provided. Such net operating cost is estimated to be the amount determined from the Grantee's projected operating budget as specified in Appendix A.

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The Commission will make a grant from available federal funds in the amount not to exceed fifty percent (50%) of the net operating cost in a manner consistent with the requirements of the United States Department of Transportation (hereinafter, "USDOT") as contained in Section 5310 and in the Federal Transit Administration (hereinafter, "FTA") Circular 9070.1H, dated November 1, 2024.

(B) Capital Other Costs: Such capital costs are estimated to be the amount appearing in the Grantee's estimated capital project budget, as specified in Appendix A.

The Commission will make a grant from available federal funds in the amount not to exceed eighty percent (80%) of the capital costs in a manner consistent with the administrative rules of the USDOT as contained in Section 5310 and in the FTA Circular 9070.1H, dated November 1, 2024.

(C) Capital Vehicle Costs: Such capital costs are estimated to be the amount appearing in the Grantee's estimated capital project budget, as specified in Appendix A.

The Commission will make a grant from available federal funds in the amount not to exceed eighty percent (80%) of the capital costs in a manner consistent with the administrative rules of the USDOT as contained in Section 5310 and in the FTA Circular 9070.1H, dated November 1, 2024.

The Grantee shall provide funds from sources other than federal USDOT funds. The Grantee shall provide funds from sources other than: 1. unauthorized restricted federal funds; 2. receipts from the use of the project facilities and equipment; or 3. revenues of the transportation system in which such facilities and equipment are used in an amount sufficient, together with the grant pursuant to this Agreement, to pay the actual operating cost.

(2) SCOPE OF WORK AND BUDGET: The Grantee will undertake and complete the project specified in the approved project application and the approved budget as specified in Appendix A.

(3) USE OF PROJECT FACILITIES AND EQUIPMENT: The following conditions are applicable to project facilities and equipment financed under this Agreement:

(A) The project facilities and equipment shall be used to provide transportation service to seniors and individuals with disabilities within the Grantee's transportation service area, substantially as described in the project description of the Application (Appendix A). The Grantee agrees to observe the property management standards as set forth 2 CFR Part 200, as now or hereafter amended in order to protect the interest of the USDOT. Exceptions to the requirements of this paragraph must be specifically approved by the Commission.

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(B) If during the period, any project facilities/equipment are not used in transportation service to assist disabled individuals, whether by planned withdrawal or casualty loss, the Grantee shall immediately notify the Commission and shall remit to the Commission a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of the grant made by the Commission to the actual cost of the project. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such withdrawal from use or misuse, or the net proceeds from public sale, whichever is approved by the Commission.

(C) In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value.

(D) The Grantee shall keep satisfactory records with regard to the use of the property and submit to the Commission upon request such information as is required in order to assure compliance with this paragraph and shall immediately notify the Commission in all cases in which project facilities/equipment are used in a manner substantially different from that described in the project description.

(E) The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect project facilities/equipment throughout the period of required use.

(F) At the beginning of each calendar year, the Grantee shall also submit to the Commission a certification that the project facilities/equipment are still being used in accordance with the terms of paragraph (3) of this Agreement and that no part of the local contribution to this cost of the project has been refunded or reduced, except as authorized above.

(4) PROJECT TIME PERIOD:

(A) Project Time Period for Net Operating Cost: N/A

(B) Project Time Period for Capital Other Cost: N/A

(C) Project Time Period for Capital Vehicle Cost: The project period shall be from the date upon which this Agreement is executed until the equipment purchased under this Agreement is disposed of in accordance with Appendix B attached hereto and incorporated herein by reference.

(5) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

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

(7) AUDITS, INSPECTION, AND RETENTION OF RECORDS: The Commission and the USDOT, or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as the Commission or the USDOT deems necessary at no charge to the Commission and/or its designees or representatives, all of the Grantee's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit under the guidelines of 2 CFR part 200, examine and make excerpts or transcripts from such records and other matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (A) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (B) the period during which the Grantee retains ownership or possession of such property; or (C) the end of the project time period specified in the PROJECT TIME PERIOD paragraph. All documents, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the Grantee for three (3) years from the date of final payment to facilitate any audits or inspections.

(8) PROPERTY MANAGEMENT STANDARDS: The Grantee's services rendered, and reimbursable expenses incurred shall be those allowable under 2 CFR part 200.

(9) REPORTS: The Grantee shall advise the Commission regarding the progress of the projects at such times and in such a manner as the Commission may require, including, but not limited to, meetings and interim reports.

(10) INDEMNIFICATION: To the extent allowed or imposed by law, the Grantee shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this agreement.

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(11) INSURANCE: The Grantee is required to carry commercial general liability insurance and commercial automobile insurance from a company authorized to issue insurance in Missouri, and to name the Commission, MoDOT, and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $400,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo

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

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

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21), which are herein incorporated by reference and made part of this Agreement.

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

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

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

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

1. Withholding of payments under this Agreement until the Grantee complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

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

(13) SECTION 504 ASSURANCES AND THE ADA OF 1990: The Grantee shall comply with all the requirements imposed by the USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the ADA of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Subtitle A, Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(14) DISADVANTAGED BUSINESS ENTERPRISE (DBE): The Grantee agrees to either prepare and submit for Commission approval a DBE plan as defined in 49 CFR Subtitle A, Part 26, or to participate in the Commission's DBE plan. The Grantee shall also comply with the reporting requirements in 49 CFR Subtitle A, Part 26.

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(15) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(16) REIMBURSEMENT:

(A) Net Operating Cost: N/A

(B) Capital Other Costs: N/A

(C) Capital Vehicle Costs: The Commission, using funds made available to it from the grant made to it by the USDOT, shall reimburse the Grantee for eighty percent (80%) of the capital cost described in subparagraph (C) of the PURPOSE AND SOURCE OF FUNDS paragraph of this Agreement, provided, however, in no event shall the total amount reimbursed by the Commission for net capital cost exceed the maximum federal share of **one hundred seventy thousand, and fifty nine dollars ($170,059).**

(17) REIMBURSEMENT CONDITIONS: Reimbursement by the Commission is subject to the following conditions

(A) Funds made available to the Commission and Grantee are subject to appropriations made by the General Assembly. The maximum Commission payment on any monthly or quarterly request and in the aggregate, when added to federal operating and/or capital assistance funds available and applied to the same operating and/or capital period, shall not cause the total of state and federal operating and/or capital assistance to exceed the amount of operating and/or capital assistance for which Grantee would have qualified in federal funds had additional federal funds been available.

(B) Financial summaries submitted to the Commission must include a certification that costs have been incurred in the performance of the contract and a record of the actual costs.

(C) Reimbursement will be made by the Commission on an incremental basis. Reimbursement is subject to approval by the Commission. All requisition forms shall be in an appropriate format approved by the Commission.

(D) Requisitions requesting reimbursement for operating expenses shall be in accordance with the approved project operating budget (Appendix A).

(E) Requisitions requesting reimbursement for capital expenses shall be in accordance with the approved estimated capital project budget (Appendix A).

(F) The Grantee shall not be reimbursed for any expenses incurred prior to or after the project period. Post-audit activities will be conducted by the Commission.

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(G) The Grantee shall provide the Commission with a final invoice indicating the detailed costs, revenues, and actual operating loss, when applicable, to the Section 5310 grant. Upon receipt of the final invoice, an audit will be performed by the Commission pursuant to the AUDITS, INSPECTION, AND RETENTION OF RECORDS paragraph.

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

(19) SUBCONTRACTS: None of the project activities described in Appendix A shall be subcontracted without the prior written consent of the Commission. All subcontracts shall be subject to the terms and conditions of this Agreement. The Grantee, however, shall remain responsible for the proper completion of the project notwithstanding any subcontract.

(20) TERMINATION: This Agreement may be terminated upon any of the following conditions:

(A) If, for any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations contained herein, the Commission shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days after written notice is sent to the Grantee describing such default or violation.

(B) The Commission may terminate this Agreement without recourse in the event that, for any reason, federal funds are not appropriated, allotted, or available to the Commission for the purpose of meeting the Commission's obligation hereunder. The Commission will provide written notice of such termination to the Grantee at least five (5) days prior to the effective date of termination.

(C) Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of termination. Such written notice must be mailed at least forty-five (45) days in advance of such termination date.

(21) SOURCE OF COMMISSION FUNDS: The obligation of the Commission for financial assistance in the project is contingent upon this Agreement being approved by the FTA and the USDOT, and upon federal funds being allocated to, and approved, for the project.

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(22) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with the respect to such breach or default.

(23) SECURITY: The Grantee agrees that upon purchase with funds provided under this Agreement of any equipment for which a title certificate may be obtained or is required under the laws of Missouri that the Grantee will execute such documents as may be necessary to protect and secure a lien upon such equipment in favor of the Commission, if so requested by the Commission. Any and all fees required to be paid to secure and maintain said lien shall be paid by the Grantee.

(24) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

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

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

(28) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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(29) CONFIDENTIALITY: The Grantee shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Grantee shall notify the Commission immediately of any request for such information.

(30) PRIVACY ACT:

(A) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a, as amended. Among other things, the Grantee agrees to obtain the express consent of the USDOT before the Grantee or its employees operate a system of records on behalf of the USDOT. The Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement.

(B) The Grantee also agrees to include these requirements in each of its contracts to administer any system of records on behalf of the USDOT financed in whole or in part with Federal assistance provided by FTA.

(31) STATE AND LOCAL LAW DISCLAIMER: The use of many of the suggested clauses are not governed by Federal law but are significantly affected by state law. The language of the suggested clauses may need to be modified depending on state law, and before the suggested clauses are used in the Grantee's procurement documents, the Grantee should consult with their local attorney.

(32) DRUG-FREE WORKPLACE: The Grantee agrees to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*), as amended, and 49 CFR Part 32.

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

(34) FEDERAL CLAUSES: The Grantee and its subcontractors shall comply with the FTA's third party contracting clauses as specified in Appendix C of this agreement.

(35) EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to section 285.530 RSMo, Grantee has enrolled in a federal work authorization program and agrees to abide by the provisions contained in the Memorandum of Understanding the Grantee entered into with the United States Department of Homeland Security (Appendix D, attached hereto and incorporated herein by this reference).

[Remainder of this page left intentionally blank]

docusign

Certificate Of Completion

Envelope Id: A631630A-BEB6-4E80-A5CC-0437D1A53F91
Subject: Complete with Docusign: 5310 RCA PACKET.pdf
Source Envelope:
Document Pages: 11
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

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Status: Original
9/29/2025 3:23:31 PM

Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None)	Signed by: Larry Perney C2B12E6A799A480... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/29/2025 3:25:02 PM Viewed: 9/29/2025 3:29:16 PM Signed: 9/29/2025 3:29:59 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by: Jennifer O'Connor C5FB3E5A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/29/2025 3:30:00 PM Viewed: 9/29/2025 4:02:03 PM Signed: 9/29/2025 4:02:36 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 9/29/2025 4:02:38 PM Viewed: 9/29/2025 4:09:55 PM Signed: 9/29/2025 4:10:09 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/29/2025 3:25:02 PM
Envelope Updated	Security Checked	9/30/2025 6:50:41 AM
Certified Delivered	Security Checked	9/29/2025 4:09:55 PM
Signing Complete	Security Checked	9/29/2025 4:10:09 PM
Completed	Security Checked	9/30/2025 6:50:41 AM

Payment Events	Status	Timestamps

Appendix A

Project: Section 5310 – EWGW

Agency: City of St Charles

UEI: H1D7QGADSJG8

Grant(s): MO 2025-012 CMAC or other available funding.

FTA Grant Award Date: April 16, 2025

Project(s): Rolling Stock
3- ADA Minivans- Model CCC

Total Project Cost: $212,574.00 (80/20)
Federal Share: $170,059.00
Local Share: $42,515.00

No: R&D
No: Indirect Cost

Docusign Envelope ID: 27376560-F239-4D10-986D-888E19C5B9B8

Application **Appendix A**

Federal Transit Administration 49 U.S.C Section 5310
Enhanced Mobity of Seniors and Individuals with Disabilities

Legal Name of Organization	City of St. Charles, MO
	(As shown on the incorporation or charter documents)

List all other DBA names	
Project	Vehicle Award – Capital
Wide Body Cutaway II – no options	

Street Address	200 North Second St.
Mailing Address	200 North Second St.

City	St. Charles	State	MO	Zip	63301-2994 **Zip Code + 4**	County	St. Charles

Congressional District	03	RPC/MPO Plan: 5	Plan Expiration 2028

Executive Director		Phone	
Grant Contact Person		Phone	
Email		Fax	

Federal Employer Identification Number (FEIN)		
Unique Entity Identification # (UEI) – sam.gov	H1D7QGADSJG8	
Nonprofit Corporation Number (issued by the MO Secretary of State)		
Does applicant agency have a Title VI / Non-Discrimination Plan?	Date: 02/07/2023	
If yes, Title VI/Nondiscrimination Plan approval date (mm/dd/yy):	YES	
Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low-income individuals.	☐ Yes	☒ No
Potential riders/clients of our transportation service will be predominantly minority and/or low-income individuals.	X Yes	No

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

8/7/2025

Signature of Authorized Individual

Date

DS

DocuSigned by:
Kimberly Hudson
70E399BA7AAF426...

8/8/2025

Docusign Envelope ID: 27376560-F239-4D10-986D-888E19C5B9B8

Please indicate the vehicle (X) and number of vehicles being requested along with options. Please see the attached Bid Awards for pricing and options.

ACCESSIBLE MINIVAN REAR ENTRY

Floor Plan: CCC X DDD _____

 # Of Vehicles 3 **Base Price $** 70,858 **Total Cost $** 212,574

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FEDERAL TRANSIT ADMINISTRATION CERTIFICATION AND ASSURANCES

(Signature page alternative to signing individual certifications and assurances)

Name of Applicant: City of St. Charles

The Applicant certifies they have **read and will comply** with the applicable provisions of Categories 01-20.

Category	Description	5310	(initial)
01	Required Certifications and Assurances for Each Applicant.	X	DJB
02	Public Transportation Agency Safety Plans	n/a	
03	Tax Liability and Felony Convictions	X	DJB
04	Private Sector Protection	X	DJB
05	Transit Asset Management Plan	X	DJB
06	Rolling Stock Buy America Reviews and Bus Testing	n/a	
07	Urbanized Area Formula Grants Program	n/a	
08	Formula Grants for Rural Areas	n/a	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	n/a	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	m/a	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	X	DJB
12	State of Good Repair Grants	n/a	
13	Infrastructure Finance Programs	n/a	
14	Alcohol and Controlled Substance Testing	X	DJB
15	Rail Safety Training and Oversight	n/a	
16	Demand Responsive Service	X	DJB
17	Interest and Financing Cost	X	DJB
18	Cybersecurity Certification for Rail Rolling Stock and Operations	X	DJB
19	Public Transportation on Indian Reservations Formula and Discretionary Program (Tribal Transit Programs)	n/a	
20	Emergency Relief Program	X	DJB

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Federal Transit Administration (FTA) Certifications and Assurances

(Signature page alternative to signing individual certifications and assurances)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Saint Charles

Name and Relationship of the Authorized Representative: Daniel J. Borgmeyer, Mayor

BY SIGNING BELOW on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing **U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31**, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

DocuSigned by:
Signature: Daniel J. Borgmeyer
8D36AFB1A1BD439...
Authorized Representative of Applicant

Date 8/19/2025

Printed Name: Daniel J. Borgmeyer

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Saint Charles

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

DocuSigned by:
Signature: Holly Magdziarz
25D5666439794 2C...
Attorney for Applicant

Date: 8/15/2025

Printed Name: Holly E. Magdziarz

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

DS

DocuSigned by:
Kimberly Hudson
70E399BA7AAF426...
Kimberly Hudson 8/19/2025

MoDOT Transit Equipment / Vehicle Dispositions Guidelines

Due to the Federal Transit Administration's (FTA), updates to 2CFR Part 200 and 49 U.S.C. 5334(h)(4)(B) effective October 1, 2024, the disposition requirements for rolling stock, equipment and aggregate supplies have changed. (*See Division of Proceeds below*).

Minimum Useful Life

Vehicles will be eligible to be considered for replacement or disposal when the **minimum** useful life has been met. MoDOT staff will review all disposition requests on a case-by-case basis.

Equipment (Rolling Stock) Minimum Requirements for Dispositions/Replacements

Vehicles will be eligible to be considered for replacement or disposal when the following **minimum** useful life has been met:

Rolling Stock/Vehicles Use and Dispositions (all programs)	Useful Life
Vans - straight, modified, sedans, lowered floor and other vehicles-minivans	4 years or 100,000 miles
25' - 35' Light duty transit buses, cutaways (bodies on chassis)	5 years or 150,000 miles
30' Medium duty transit bus	7 years or 200,000 miles
30' Heavy duty transit bus	10 years or 350,000 miles
35' - 40' Heavy duty bus and transit buses	12 years or 500,000 miles
Ferry Boats	25 years

Recipients are required to submit a written request for disposal of a vehicle(s) or equipment they wish to dispose. The recipient must receive written authorization from MoDOT before disposing of federally funded equipment, including vehicles. The recipient has 90 days to process and close the disposition request from the date of the approved authorization.

Disposition Procedures:

A recipient may dispose of a vehicle in either of two ways:

1. A vehicle may be sold outright to a third party through a variety of approved processes. These include advertised sealed bids, auto auction or the average of three competitive appraisals.

2. A recipient may choose to purchase the federal interest in a vehicle(s), the buyback option. In this case, the implicit price will be the average fair market value (FMV) of the vehicle as specified in the most recent National Automobile Dealers Association (NADA) the Official Used Car Guide, JD Powers or the Bus Blue Book Guide, approved by MoDOT.

Divisions of proceeds are as follows:

1. If a vehicle is sold outright to a third party (advertised bids, auto auction, etc.), and is sold for $10,000 (gross sale) or less, the recipient may retain the full proceeds from the disposition, documentation from the sale of the vehicle must be submitted to MoDOT for clarification of the sale price within 15 days of the sale.

MoDOT Transit Equipment / Vehicle Dispositions Guidelines

2. If the sale (gross amount) is greater than $10,000, the recipient may retain $5,000 plus the local share (normally 20%). The balance must be paid to MoDOT – Transit within 15 days after the sale of the vehicle.

3. If a recipient chooses the buyback option, depending on the Fair Market Value (FMV), the division of proceeds will be determined in #1 or #2 above.

4. Insurance proceeds: The federal interest due to MoDOT is based on the Actual Cash Value (ACV) with funds exceeding $10,000 will need to be submitted to MoDOT.

Recipient **must submit** documentation for **all sales** to determine the federal interest due (if any) to MoDOT and to close the file.

Expected Life Cycle

When a vehicle reaches the Transit Asset Management (TAM) useful life benchmark, MoDOT Transit may determine the FMV. If the FMV is $10,000 or less, the title and lien release may be mailed to the recipient. The recipient may dispose of the vehicle and keep the sale proceeds or continue to use the vehicle within the program until no longer needed. Once the federally funded vehicle has been removed from the active inventory, the vehicle is no longer considered a federally funded vehicle through MoDOT and will **no-longer** be considered as a replacement vehicle through a grant application.

Dispositions (all programs)	TAM Plan-Benchmark Useful Life
Vans - straight, modified, sedans, lowered floor and other vehicles-minivans	8 years
25' - 35' Light duty transit buses, cutaways (bodies on chassis)	10 years
30' Medium duty transit bus	14 years
30' Heavy duty transit bus	20 years
35' - 40' Heavy duty bus and transit buses	25 years
Ferry Boats	42 years

Equipment (non vehicle)

Useful service life for equipment (non-vehicle) is **five** years on non-related computer equipment and **three** years on computer related equipment. Service life begins when equipment is received. Recipients are required to submit a written request to remove the federal interest once the useful life has been met on (non-vehicle) equipment. If the equipment is sold, the recipient must submit documentation to determine if funds are due to MoDOT.

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of MoDOT's. requests which would cause MoDOT to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

MoDOT and subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to MoDOT, subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the contractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent the Federal Government deems appropriate.

The subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges, the subrecipient must promptly notify MoDOT.

The subrecipient must also promptly notify MoDOT, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the subrecipient. In this paragraph, "promptly" means to refer information without delay and without change.

The subrecipient must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

Record Retention. The subrecipient will retain and will require its contractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Subrecipient shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records. The subrecipient agrees to provide sufficient access to FTA, MoDOT, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. Subrecipient agrees to permit FTA, MoDOT, and its contractors access to the sites of performance under this contract as reasonably may be required.

Closeout. The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

FEDERAL CHANGES

Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

Under this Contract, the subrecipient shall at all times comply with the following requirements and shall include these requirements in each contract entered into as part hereof.

1. *Nondiscrimination in Federal Public Transportation Programs.* 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

2. *Prohibit discrimination against employment.* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

3. *Nondiscrimination on the Basis of Sex.* Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," and 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

4. *Nondiscrimination on the Basis of Age.* The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40

and over on the basis of age.

5. *Federal Protections for Individuals with Disabilities.* The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this contract:

Nondiscrimination. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, and sexual orientation. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the subrecipient agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. part 1630, and any implementing requirements FTA may issue. The subrecipient will also ensure that accessible facilities (including vehicles and buildings) and services are made

available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The subrecipient agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ENERGY CONSERVATION REQUIREMENTS

The subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

Prohibition on certain telecommunications and video surveillance services or equipment. (a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):

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

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MoDOT deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the subrecipient from future funding opportunities. Each third party contract the subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment. The subrecipient agrees to ensure that each prime contractor agrees to pay each subcontractor under its contract for satisfactory performance of its subcontract no later than fifteen (15) days from the receipt of each payment the Contractor receives.

Return Retainage Payments. The subrecipient agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts. The subrecipient must ensure that the prime contractor promptly notifies it, whenever a DBE subcontractor performing work related to the prime contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The subrecipient must ensure that a prime contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the subrecipient.

Finally, for contracts with defined DBE contract goals, the subrecipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the prime contractor obtains the subrecipient's written consent; and that, unless the subrecipient's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of MoDOT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

SEAT BELT USE AND DISTRACTED DRIVING

The subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The subrecipient agrees to include the preceding in its contracts at each tier, and encourage its contractors to comply with these provisions.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
3. The amount of federal assistance FTA has provided for a State Program or Project.

The State will provide the information required under this provision in the following documents:

1. Applications for federal assistance,
2. Requests for proposals, or solicitations,
3. Forms,
4. Notifications,
5. Press Releases, and
6. Other publications.

FLY AMERICA REQUIREMENTS

The subrecipient agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The subrecipient shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately

explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The subrecipient agrees to include the requirements of this section in all contracts that may involve international air transportation.

CARGO PREFERENCE REQUIREMENTS

The subrecipient agrees: to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MoDOT; and to include these requirements in all contracts issued pursuant to this contract when the contract may involve the transport of equipment, material, or commodities by ocean vessel.

PRIVACY ACT AND FREEDOM OF INFORMATION ACT

The subrecipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Records. The subrecipient agrees that all applications and materials it submits to MoDOT that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The subrecipient also agrees to include these requirements in each contract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SOLID WASTE AND RECYCLED PRODUCTS

The subrecipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements include procuring only items designated in guidelines that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

TERMINATION

Termination for Convenience: MoDOT may terminate this contract, in whole or in part, at any time by written notice to the subrecipient when it is in it's best interest. The subrecipient shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The subrecipient shall promptly submit its termination claim to MoDOT to be paid. If the subrecipient has any property in its possession belonging to MoDOT, the subrecipient will account for the same, and dispose of it in the manner MoDOT directs.

Termination for Default: MoDOT may, by written notice of default to the subrecipient, terminate the whole or any part of this contract if the subrecipient fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the subrecipient fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as MoDOT may authorize in writing) after receipt of notice from MoDOT specifying such failure. If the contract is terminated in whole or in part for default, MoDOT may procure, upon such terms and in such manner as MoDOT may deem appropriate, supplies or services similar to those so terminated. The subrecipient shall be liable to MoDOT for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, MoDOT shall pay only such costs that result from obligations which were properly incurred by the subrecipient or their contractor before the effective date of termination; and

2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the subrecipient shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the subrecipient. If the failure to perform is caused by the default of a contractor, and if such default arises out of causes beyond the control of both the subrecipient and contractor, and without the fault or negligence of either of them, the subrecipient shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the subrecipient to meet the required delivery schedule. Payment for completed supplies delivered to and accepted by MoDOT shall be at the contract price. MoDOT may withhold cash payments from amounts otherwise due the subrecipient to pay for goods and services deemed by MoDOT to be necessary to protect MoDOT against loss due to default by subrecipient or because of any lien or claim of lien.

MoDOT shall be entitled to take other remedies that may be legally available. If, after notice of termination of subrecipient's work pursuant to this contract, it is determined for any reason that

the subrecipient was not in default, or that its default was excusable, or that MoDOT is not entitled to the remedies against subrecipient provided herein, then the subrecipient's remedies against MoDOT shall be the same as and limited to those afforded to the subrecipient set out in the section entitled "Disputes". In the event MoDOT elects to waive its remedies for any breach by the subrecipient of any covenant, term or condition of this contract, such waiver shall not preclude MoDOT from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

Opportunity to Cure: MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the subrecipient 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the subrecipient fails to remedy to MoDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the subrecipient of written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to subrecipient. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against the subrecipient and its sureties for said breach or default. If it is later determined by MoDOT that the subrecipient had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the subrecipient, MoDOT, after setting up a new delivery of performance schedule, may allow the subrecipient to continue work, or treat the termination as a termination for convenience.

TRAFFICKING IN PERSONS

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The subrecipient agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that MoDOT's Award is in effect, Procure a commercial sex act during the period of time that MoDOT's Award is in effect, or use forced labor in the performance of MoDOT's award or any subagreements thereunder.

The subrecipient must notify MoDOT and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the subrecipient by signing and submitting this agreement certifies as follows: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. If a prospective Third-Party Participant cannot so certify, the subrecipient agrees to refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Third Party Participant without MoDOT's written approval.

The subrecipient will also include this flow-down requirement to all contractors at all lower tiers.

ENVIRONMENTAL JUSTICE

In accordance with FTA Master Agreement, the subrecipient agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the subrecipient verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Excluded or disqualified from participating in a covered transaction;

2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;

3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or

4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

For each third party contract expected to equal or exceed $25,000, the subrecipient agrees to verify that the bidder is not excluded or disqualified by:

- Checking System for Award Management (SAM) Exclusions (at SAM.gov); or
- Collecting a certification; or
- Adding a clause or condition to the covered transaction

LOBBYING

Subrecipients who apply for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The subrecipient and each of its contractors certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract, if applicable. The subrecipient, its contractors, and each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MoDOT.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The subrecipient agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The subrecipient also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

BUY AMERICA REQUIREMENTS

The subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

DOMESTIC PREFERENCE

Under this Contract the subrecipient or contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by MoDOT's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the subrecipient mails or otherwise furnishes a written appeal to MoDOT's authorized representative. In connection with such appeal, the subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MoDOT's authorized representative shall be binding upon the subrecipient and subrecipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by MoDOT, subrecipient shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the subrecipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or the subrecipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

In accordance with the statute, the subrecipient and its contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the subrecpient and its contractors must pay wages not less than once a week. The subrecipient and contractors must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to MoDOT.

Compliance with the Copeland-Anti-Kickback Act

(1) The subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this

contract. The Act provides that each subrecipient or contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to MoDOT.

(2) Subcontracts. The subrecipient and their contractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a subrecipient and contractor as provided in 29 C.F.R. § 5.12.

VETERANS HIRING PREFERENCE

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the subrecipient agrees and assures that each of its contractors: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

BONDING

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold ($250,000), MoDOT may accept the bonding policy and requirements of the subrecipient provided that MoDOT has made a determination that the Federal interest is adequately protected.

Activiities not Involving Construction. For each project or related activities implementing the underlying Agreements not involving construction, the subrecipient will not impose excessive bonding and will follow FTA guidance.

Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, the subrecipient will ensure each contractor provides bid guarantee bonds, contract performance bonds, and payment bonds with the minimum requirements applied as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SEISMIC SAFETY REQUIREMENTS

The subrecipient agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The subrecipient also agrees to ensure that all work performed under this contract including work performed by a contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

CONTRACT WORK HOURS AND SAFETY STANDARDS

This requirement applies to all FTA grant and cooperative agreement programs where applicable (see 40 U.S.C. § 3701), all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.(See 2 C.F.R. Part 200, Appendix II). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the subrecipient and any contractor

responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient and contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* MoDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the subrecipient or its contractor under any such contract or any other Federal contract of the subrecipient or with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the subrecipient or the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the subrecipient or its contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The subrecipient or its contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

NON CONSTRUCTION EMPLOYEE PROTECTION

The subrecipient will comply, with the following Federal laws and regulations providing Wage and Hour protections for non-construction employees according to FTA Master Agreement, Section 24(b):

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. 3701 *et seq.*, and

U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY

The subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The subrecipient

also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;

9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and

12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The subrecipient agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. *U.S. DOL Certification*. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. *Special Warranty*. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

    a. *Special Arrangements*. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

CHARTER SERVICE

The subrecipient agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that MoDOT and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);

2. FTA regulations, "Charter Service," 49 C.F.R. part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any contractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply.

The subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS

The subrecipient agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If subrecipient violates this School Bus requirements, FTA may:

1. Bar the subrecipient from receiving Federal assistance for public transportation; or
2. Require the subrecipient to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the subrecipient may not use federally funded equipment, vehicles, or facilities. The subrecipient should include the substance of this clause in each contract or purchase under this contract that may operate public transportation services.

DRUG AND ALCOHOL TESTING PROGRAM

The subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The subrecipient agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to MoDOT.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights apply, if this contract is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The subrecipient shall grant MoDOT intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations

issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the subrecipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the subrecipient authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

    a. Any subject data developed under the Contract, whether or not a copyright has been obtained, and

    b. Any rights of copyright purchased by the subrecipient using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the subrecipient performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed during the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the subrecipient agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The subrecipient shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the subrecipient and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the subrecipient identifies those data in writing at the time of delivery of the Contract work.

6. The subrecipient agrees to include these requirements in each contract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the subrecipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

My name is Daniel J. Borgmeyer, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the Mayor` (Title) for City of Saint Charles, MO (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

DS

Authorized Signature DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... Date 8/7/2025

Attest DocuSigned by: Kimberly Hudson 70E399BA7AAF426... Date 8/8/2025

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/7/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14016

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 (Ordinance Exhibit A) 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 year period expected to begin January 1, 2026 (the "Abatement Initiation Date") and end on December 31, 2035, or as otherwise provided in the Plan. The Plan also provides for the Company to make payments in lieu of taxes (PILOTs) and, in circumstances related to sales & FTE targets, other payments.

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. Hann Finance Dir. Dir. of Admin.

BILL NO. 14016 **ORDINANCE NO. _____**

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. 14016

DATE PASSED: _____, 2025.

DATE APPROVED BY MAYOR: _____, 2025.

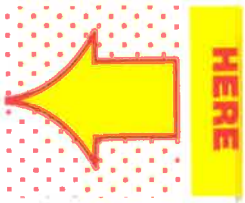
_____
Michael Galba, Presiding Officer

_____
Daniel J. Borgmeyer, Mayor

(SEAL)

ATTEST:

By: _____
Kimberly Hudson, City Clerk



Approved as to Form:

Holly Magdziarz 10/3/2025
Holly Magdziarz, City Attorney 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
(Revised)

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 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"), which was recently annexed into the City. The Company estimates completion of the Project Improvements 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 below-defined 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. Based on the assumptions in the Cost/Benefit Analysis, the Lease is expected to terminate (and the tax abatement is expected to end) on December 31, 2028.

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; accordingly, the Abatement Initiation Date is expected to be January 1, 2026. As noted above, the Lease is expected to terminate on December 31, 2028.

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; 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, 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 Ambulance District, with respect to the Project, but for the City's ownership thereof (for example, if the Abatement Initiation Date is January 1, 2026, the Company will make a PILOT equal to 100% of the real property taxes for the year ending December 31, 2025); and

(2) in the year in which the Abatement Initiation Date occurs and in each of the nine years thereafter, the Company will make a PILOT equal to (A) 100% of the real property taxes that would be due to the Ambulance District and (B) 50% of the real property taxes, including the commercial surcharge taxes, that would be due to all other affected taxing jurisdictions; provided, the Lease will terminate, and the tax abatement will end, when the cumulative value of the abatement totals $250,000.

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 before December 31, 2035, 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 (net of any previously paid PILOT payments).

If the Lease has been terminated because the value of the abatement has reached $250,000, the Company must pay the City a "Contractual Payment" of $25,000 by July 1 of the next calendar year for every year following the termination of the Lease, up to Year 10, that the Company fails to reach the sales tax benchmarks described above (for example, if Year 10 above is 2035, the Lease has been previously terminated because the abatement has reached $250,000 and the sales tax benchmark for such year is not met, the $25,000 Contractual Payment will be due by July 1, 2036).

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 Ambulance District and Dispatch & Alarm are emergency service districts that could elect to be reimbursed up to 100% of the taxes they would have otherwise received. This Plan assumes that (1) the Ambulance District will elect to be reimbursed up to 100% of the taxes that would otherwise be due to the Ambulance District in each year, but for the City's ownership of the Project and (2) 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), less applicable collection fees, 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 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;

- 75% of the qualified construction materials will be subject to sales taxes imposed by the State, the County and the City; and

- 25% of the qualified construction materials will be subject to use taxes imposed by the State, the County and the City.

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 $270,300.00, allocated as follows:

	Sales Tax	Use Tax	Total
State	$ 107,737.50	$ 35,912.50	$143,650.00
County	43,987.50	14,662.50	58,650.00
City	51,000.00	17,000.00	68,000.00
Total	$ 202,725.00	$ 67,575.00	$270,300.00

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 beginning in 2026 and ending on December 31 of the year in which the cumulative value of the partial property tax abatement totals $250,000.

5. The Company will make PILOTs to the Ambulance District in an amount equal to the taxes that would otherwise be due to the Ambulance District in each year, but for the City's ownership of the Project.

6. Real property taxes are calculated using the following formula:

(Assessed Value * 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 Revenues on Existing Property	Projected Real Property Tax Revenues on Project (No Abatement)	Projected Real Property PILOTs on Project	Projected Tax Abatement on Project*
State of Missouri	0.0300	$ 530	$ 10,993	$ 5,497	$ 5,497
County Road and Bridge	0.1743	3,082	63,870	31,935	31,935
County Dev. Disability	0.1108	1,959	40,601	20,301	20,301
County Dispatch	0.0335	592	12,276	6,138	6,138
Library	0.1728	3,055	63,320	31,660	31,660
St. Charles Community College	0.1676	2,963	61,415	30,707	30,707
Ambulance	0.3273	5,787	119,935	119,935	-
City of St. Charles	0.7718	13,646	282,816	141,408	141,408
St. Charles School District Debt	4.5679	80,765	1,673,846	836,923	836,923
Commercial Surtax	0.5300	9,371	194,211	97,106	97,106
	6.8860	$ 121,751	$ 2,523,282	$ 1,321,608	$ 1,201,674

*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		$ 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	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	$ 49	$ 51	$ 51	$ 52	$ 52	$ 54	$ 54	$ 55	$ 55	$ 57	$ 530
County Road and Bridge	0.1743	286	295	295	303	303	312	312	322	322	331	3,082
County Dev. Disability	0.1108	182	187	187	193	193	199	199	205	205	211	1,959
County Dispatch	0.0335	55	57	57	58	58	60	60	62	62	64	592
Library	0.1728	283	292	292	301	301	310	310	319	319	329	3,055
St. Charles Community College	0.1676	275	283	283	292	292	300	300	309	309	319	2,963
Ambulance	0.3273	537	553	553	570	570	587	587	604	604	622	5,787
City of St. Charles	0.7718	1,266	1,304	1,304	1,343	1,343	1,384	1,384	1,425	1,425	1,468	13,646
St. Charles School District Debt	4.5679	7,494	7,719	7,719	7,950	7,950	8,189	8,189	8,434	8,434	8,687	80,765
Commercial Surtax	0.5300	869	896	896	922	922	950	950	979	979	1,008	9,371
	6.8860	$ 11,297	$ 11,636	$ 11,636	$ 11,985	$ 11,985	$ 12,344	$ 12,344	$ 12,715	$ 12,715	$ 13,096	$ 121,751

EXHIBIT 3 - PROJECTED REAL PROPERTY TAX REVENUES ON PROJECT (NO ABATEMENT)

Estimated Assessed Value of Project		$ 3,400,000	$ 3,502,000	$ 3,502,000	$ 3,607,060	$ 3,607,060	$ 3,715,272	$ 3,715,272	$ 3,826,730	$ 3,826,730	$ 3,941,532	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	$ 1,020	$ 1,051	$ 1,051	$ 1,082	$ 1,082	$ 1,115	$ 1,115	$ 1,148	$ 1,148	$ 1,182	$ 10,993
County Road and Bridge	0.1743	5,926	6,104	6,104	6,287	6,287	6,476	6,476	6,670	6,670	6,870	63,870
County Dev. Disability	0.1108	3,767	3,880	3,880	3,997	3,997	4,117	4,117	4,240	4,240	4,367	40,601
County Dispatch	0.0335	1,139	1,173	1,173	1,208	1,208	1,245	1,245	1,282	1,282	1,320	12,276
Library	0.1728	5,875	6,051	6,051	6,233	6,233	6,420	6,420	6,613	6,613	6,811	63,320
St. Charles Community College	0.1676	5,698	5,869	5,869	6,045	6,045	6,227	6,227	6,414	6,414	6,606	61,415
Ambulance	0.3273	11,128	11,462	11,462	11,806	11,806	12,160	12,160	12,525	12,525	12,901	119,935
City of St. Charles	0.7718	26,241	27,028	27,028	27,839	27,839	28,674	28,674	29,535	29,535	30,421	282,816
St. Charles School District Debt	4.5679	155,309	159,968	159,968	164,767	164,767	169,710	169,710	174,801	174,801	180,045	1,673,846
Commercial Surtax	0.5300	18,020	18,561	18,561	19,117	19,117	19,691	19,691	20,282	20,282	20,890	194,211
	6.8860	$ 234,124	$ 241,148	$ 241,148	$ 248,382	$ 248,382	$ 255,834	$ 255,834	$ 263,509	$ 263,509	$ 271,414	$ 2,523,282

EXHIBIT 4 - PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES ON PROJECT

Estimated Assessed Value of Project		$ 3,400,000	$ 3,502,000	$ 3,502,000	$ 3,607,060	$ 3,607,060	$ 3,715,272	$ 3,715,272	$ 3,826,730	$ 3,826,730	$ 3,941,532	
PILOT Payment to all entities except Ambulance District		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
PILOT Payment to Ambulance District		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	$ 510	$ 525	$ 525	$ 541	$ 541	$ 557	$ 557	$ 574	$ 574	$ 591	$ 5,497
County Road and Bridge	0.1743	2,963	3,052	3,052	3,144	3,144	3,238	3,238	3,335	3,335	3,435	31,935
County Dev. Disability	0.1108	1,884	1,940	1,940	1,998	1,998	2,058	2,058	2,120	2,120	2,184	20,301
County Dispatch	0.0335	570	587	587	604	604	622	622	641	641	660	6,138
Library	0.1728	2,938	3,026	3,026	3,117	3,117	3,210	3,210	3,306	3,306	3,405	31,660
St. Charles Community College	0.1676	2,849	2,935	2,935	3,023	3,023	3,113	3,113	3,207	3,207	3,303	30,707
Ambulance	0.3273	11,128	11,462	11,462	11,806	11,806	12,160	12,160	12,525	12,525	12,901	119,935
City of St. Charles	0.7718	13,121	13,514	13,514	13,920	13,920	14,337	14,337	14,767	14,767	15,210	141,408
St. Charles School District Debt	4.5679	77,654	79,984	79,984	82,383	82,383	84,855	84,855	87,401	87,401	90,023	836,923
Commercial Surtax	0.5300	9,010	9,280	9,280	9,559	9,559	9,845	9,845	10,141	10,141	10,445	97,106
	6.8860	$ 122,626	$ 126,305	$ 126,305	$ 130,094	$ 130,094	$ 133,997	$ 133,997	$ 138,017	$ 138,017	$ 142,157	$ 1,321,608

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 21, 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 of or 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(l)** 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 or 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(l)**, 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(l)**, 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: _____
E-mail:
(___) ___-____

(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.

[Remainder of Page Intentionally Left Blank]

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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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

Interest Rate	Maturity Date	Dated Date
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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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

_____ By: _____
Date 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 21, 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: _____
E-mail:
(___) ___-____

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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

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

Payee and Address	Description	Amount

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.]

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

"GRANTOR"

CITY OF ST. CHARLES, MISSOURI

By: _____
_____, Mayor

[SEAL]

ATTEST:

_____
_____, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/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 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 21, 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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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 21, 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.

"Contractual Payments" means the payments due to the City under **Section 3.2(f)** and **(g).**

"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.

"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 up to 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; Contractual Payments.

(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, 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 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 (A) 100% of the real property taxes that would be due to the Ambulance District and (B) 50% of the real property taxes, including the commercial surcharge taxes, that would be due to all

of the affected taxing jurisdictions, but not to exceed an aggregate value of $250,000 over a 10-year period.

(e) If the Company sells any portion of the Project before December 31, 2035, the Company must pay to the City, within 30 days after such sale, an additional PILOT Payment equal to the amount of sales tax that the City would have received through Year 10 had the annual sales benchmarks been attained.

(f) If the amount of sales tax that the City receives each calendar year, beginning in the first full calendar year after the Project is complete, is less than the City's aggregate sales tax rate multiplied by the following benchmarks, the Company must pay to the City a Contractual Payment equal to the difference between the amount of sales tax the City actually received and the amount of sales tax that the City would have received if the benchmarks had been attained:

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

Any Contractual Payment described above will be due within 30 days after the City sends the Company written notice of the amount due.

By way of example, if the City's sales tax rate is 2.0%, then the City would receive $40,000 in Year 1 (projected to be 2027) if the Company's sales at the Project Site are $2,000,000. If the Company's sales subject to sales tax at the Project Site in 2027 are $1,900,000 (producing $38,000 in sales tax for the City), the Company would owe the City a Contractual Payment of $2,000.

(g) In addition, on or before January 15 of each year, beginning on January 15, 2028, the Company shall file with the City an Annual Compliance Report (in substantially the form attached as **Exhibit D**) showing the number of full-time equivalent jobs at the Project Site as of January 1 of such year. The Company shall pay to the City, by February 1 of such year, a Contractual Payment of $1,000 for each full-time equivalent job fewer than 30 that existed at the Project Site as of January 1 of such year. The Company shall provide the City such supporting documentation as the City may reasonably request to verify the number of jobs.

Notwithstanding any provision hereof to the contrary, in no event shall the Contractual Payments payable under subsections (e), (f) and (g) of this Section in the aggregate exceed $250,000. The provisions of subsections (e), (f) and (g) of this Section shall survive the termination of this Agreement pursuant to **Section 7.1(c)**.

(h) Notwithstanding any provision of this Agreement to the contrary, if the Company is advised by an emergency services provider (other than 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.

(i) 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.

(j) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof, distribute each such PILOT Payment to the taxing jurisdictions affected by the Project in proportion to their respective, then-current tax levies.

(k) No later than the earlier of (1) January 1 of the year following the year in which the Maximum Cumulative Property Tax Abatement Value is exceeded or (2) 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 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(h)**) 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(h)**), 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, 2027, 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 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. Without limiting the generality of the foregoing, the Company acknowledges that (i) the City is issuing the Bonds and offering incentives pursuant to this Agreement in reliance on the Company's

agreement to construct the Project substantially in accordance with Figure 2 as shown on **Exhibit C** hereto and (ii) the Company's failure to construct the Project substantially in accordance with Figure 2 will constitute an Event of Default hereunder.

(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, including but not limited to those in **Section 3.2(e), (f)** and **(g)**, 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 and Use 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 and use 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 or use 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 or use 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 Contractual 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 Contractual 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 real property taxes and sales taxes in an amount at least equal to the PILOT Payments and Contractual 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.

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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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

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 C

RENDERINGS OF THE PROJECT

Figure 1: Rendering of elevation approved at the Planning and Zoning Commission (April 14, 2025).

Figure 2: Rendering of revised elevation approved administratively during permit review.

EXHIBIT D

ANNUAL COMPLIANCE REPORT

To be filed on or before January 15 of each year, beginning on January 15, 2028

Business Name and Address	***MO Tax I.D. Number***
Clement Management Services, LLC 3707 Veterans Memorial Parkway St. Charles, Missouri 63301	
Name, Title, and Contact Information for Certifier	***Federal Employer I.D. Number (FEIN)***
Number of FTE Jobs at Project Site as of January 1	
Contractual Payment due per Section 3.2(f) (if applicable)	

The undersigned, a duly authorized representative of Clement Management Services, LLC., hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	***Date***

For questions, please contact Jennifer O'Connor at (636) 949-3271.

Please send form to:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Jennifer O'Connor
Email: jennifer.oconnor@stcharlescitymo.gov

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.

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"GRANTOR"

CLEMENT MANAGEMENT SERVICES, LLC,
A Missouri limited liability company

By: _____
Name: Penuel Raj Clement
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

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

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

_____
Kimberly Hudson, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

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:

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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.