AMENDED: OCTOBER 20, 2025

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 21, 2025
7:00 p.m.

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

1. ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS/AWARDS/PROCLAMATIONS
   A. Proclamation Recognizing October as National Code Enforcement Appreciation Month in the City of Saint Charles, Missouri

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

5. REPORT OF THE MAYOR

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

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

8. CONSENT AGENDA
   A. Approval of Council Minutes and Reports
      1. Council Work Session Minutes of October 7, 2025
      2. Public Hearing Minutes of October 7, 2025
      3. Special City Council Meeting of October 14, 2025

   B. Receipt of Reports from Boards, Commissions and Committees
      1. Main Street Special Business District Advisory Board Meeting of August 7, 2025

2. Main Street Special Business District Advisory Board Meeting of September 4, 2025
3. Frenchtown Special Business District Advisory Board Meeting of September 11, 2025
4. Senior Citizen Advisory Commission Meeting of September 9, 2025

C. Receipt of Director of Administration Reports
1. FITS Report – August 2025
2. FITS Report – September 2025

D. Approval of Contracts and Easements
1. Authorization to Enter into a 2026 Missouri Blue Shield Grant Program (MBSGP) Agreement for the Project Period of October 1, 2025 – May 15, 2026 with the Missouri Department of Public Safety in the Amount of $50,000.00 to Purchase Fixed LPR Cameras
2. Change Order No. 3 with Kolb Grading LLC for Riverpointe Phase 1B Mass Grading Project in the Amount of $2,741,780.00 for a Total Contract Amount not to Exceed $4,950,202.56
3. Supplemental Agreement No. 3 with George Butler Associates (GBA) for the Second Street Reconstruction Project in the Amount of $167,457.31 for a Total Contract Amount not to Exceed $573,885.14
*4. Acknowledging the Renewal and Setting Contribution Rates with Delta Dental to Provide Dental Insurance Coverage to the Council, Mayor, All Full-Time Employees and their Eligible Dependents, Eligible Retirees and Eligible Spouses for the Period January 1, 2026 through December 31, 2026 in an Amount not to Exceed $107,350.00
*5. Acknowledging the Renewal and Setting Employer Contribution Rates with The Standard to Provide Group Term Life Insurance, Dependent Life and Accidental Death and Dismemberment (AD&D) Insurance Coverage for the City Council, Mayor and Full-Time Employees for the Period January 1, 2026 through December 31, 2026 in an Amount not to Exceed $52,000.00
*6. Acknowledging the Renewal and Setting Employer Contribution Rates with The Standard to Provide Long Term Disability Insurance for Full-Time Employees for the Period January 1, 2026 through December 31, 2026 in an Amount not to Exceed $100,000.00
*7. Acknowledging the Renewal and Setting Employee Contribution Rates for The Standard (VSP Network) to Provide Vision Insurance Coverage to the Council, Mayor, All Full-Time Employees and their Eligible Dependents, Eligible Retirees and Eligible Spouses for the Period January 1, 2026 through December 31, 2026
*8. Acknowledging the Renewal and Setting Employee Contribution Rates with The Standard to Provide Voluntary Life and Voluntary Accidental Death and Dismemberment (AD&D) Insurance Coverage to the Council, Mayor and Full-Time Employees for the Period January 1, 2026 through December 31, 2026
*9. Acknowledging the Renewal and Setting Contribution Rates with UMR and Sun Life to Provide a Self-Funded Medical Insurance Program to the Mayor, City Council, All Full-Time Employees and their Eligible Dependents, Eligible Retirees and their Eligible Spouses from January 1,

2026 through December 31, 2026 in an Amount Estimated to be $1,462,545.24

E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited - September 2025
2. Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the 501 South Main Street Community Improvement District
3. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the 1st Capitol Drive Community Improvement District
4. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Bogey Hills Plaza Community Improvement District
5. Receipt of the Proposed Annual Budget for 2026 and First Amended Budget for 2025 as Submitted by the Board of Directors of the Charlestowne Crossing Villa Community Improvement District
6. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Elm & 370 Community Improvement District
7. Receipt of the Proposed Annual Budget for 2026, Amended Budget for 2025, and Budget to Actual for 2025 as Submitted by the Board of Directors of the Elm Point Commons Community Improvement District
8. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Fairgrounds Road Community Improvement District
9. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the South Fifth Street Community Improvement District
10. Receipt of the Proposed Annual Budget for 2026 Submitted by the Board of Directors of the Suits U Mexico Community Improvement District
11. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Veterans Memorial Parkway Community Improvement District
12. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Plaza at Noah's Ark Community Improvement District
13. Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the Zumbehl Road Community Improvement District
14. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District
15. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Riverpointe Phase 3 Community Improvement District
16. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Riverpointe Community Improvement District
17. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(City Clerks Department)*

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

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

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)*

12. BILLS FOR INTRODUCTION

BILL 14017

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF SANITARY SEWER AND MANHOLES, STORM SEWERS AND STRUCTURES, AND WATER MAIN AND HYDRANTS AT THE OAKLEIGH PARK ADDITION, AND AUTHORIZING RELEASE OF SECURITY RELATED THERETO *(SPONSOR: DENISE MITCHELL)*

BILL 14018

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #10) *(SPONSOR: BART HABERSTROH)*

BILL 14019

AN ORDINANCE AUTHORIZING A SERVICE CONTRACT AGREEMENT BY AND BETWEEN RELATIVITY, INC., THE CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT (CASTLE), THE CITY OF ST. CHARLES, AND THE CITY OF O'FALLON *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14020

AN ORDINANCE AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE FRANCIS HOWELL SCHOOL DISTRICT FOR ONE (1) SCHOOL RESOURCE OFFICER FOR THE PERIOD TO RUN THROUGH TO JUNE 30, 2027 *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

A. Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its attorneys (RSMo 610.021(1))

B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021(2))

C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021(3))

D. Preparation, including any discussions or work product, on behalf of the Council or its representatives for negotiations with employee groups (RSMo 610.021(9))

E. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected (RSMo 610.021(12))

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

17. ADJOURNMENT

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

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

Posted: Monday, October 20, 2025 – 4:30 p.m.

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
October 7, 2025

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, October 7, 2025, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. The following Councilmembers were in attendance: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Closed Session

A motion was made by BILL OTTO to adjourn into closed session pursuant to RSMo. 610.021(1), RSMo. 610.021(3), RSMo. 610.021(12), and RSMo. 610.021(13) as amended. JUSTIN FOUST 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.

The closed portion of the Council Work Session adjourned at 6:55 p.m.

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

The open portion of the Council Work Session adjourned at 6:56 p.m.

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Date Approved



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

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
October 7, 2025

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

PUBLIC HEARING

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)***

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

Tonya Williams, Applicant, spoke relative to the application.

There being no further public comments, a motion was made by BILL OTTO to close the public hearing and approve the 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 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.

JUSTIN FOUST 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-2025-21. (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)***

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

Krunal Patel, Applicant, spoke relative to the application.

Arnie C. AC "Honest Abe" Dienoff 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 §400.220(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 with 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.

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. Absent: None. Abstain: S. Hollander. Motion passed.
Abstain File #49362

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)***

Arnie C. AC "Honest Abe" Dienoff spoke relative to Video Lottery Terminals.
There being no further public comment, JUSTIN FOUST 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, Ratchford, Otto, West, Foust, Galba, and Gould. Nays: None. Absent: None. Abstain: S. Hollander. Motion passed.
Abstain File #49362

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)***

Arnie C. AC "Honest Abe" Dienoff spoke relative to Video Lottery Terminals.
There being no further public comment, JUSTIN FOUST 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: M. Hollander, S. Hollander, Mitchell, Ratchford, Otto, West, Foust, Galba, Gould, and Haberstroh. Nays: None. Absent: None. Motion passed.

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)***

Withdrawn.

The Public Hearing adjourned at 8:04 p.m. and the Regular Session continued with the order of business.

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Date Approved



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Emily Galantowicz, Assistant City Clerk Michael Galba, Presiding Officer

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
October 14, 2025

The City Council convened in a Special City Council Meeting on Tuesday, October 14, 2025, at 5:30 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Steve Hollander. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.
File #49361

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

MARK HOLLANDER made a motion to excuse the absence of Councilmember Steve Hollander. DENISE MITCHELL seconded the motion. All in favor. Motion passed.

PUBLIC COMMENTS

Arnie C. AC "Honest Abe" Dienoff, PO Box #1535, O'Fallon, Missouri, representing City/County Advocate, spoke relative to Bills for Final Passage.

BILLS FOR FINAL PASSAGE

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)*

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

Approved by the Honorable Mayor on October 15, 2025 and is known as Ordinance **25-076**

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)*

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

Approved by the Honorable Mayor on October 15, 2025 and is known as Ordinance **25-077**

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)*

Assistant City Administrator Brad Temme presented an overview of the key deal points related to Bill 14014 prior to the reading of Bills for Final Passage.

Councilmembers Denise Mitchell and Vince Ratchford requested to add their names as sponsors to Bill 14014.

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

Approved by the Honorable Mayor on October 14, 2025 and is known as Ordinance **25-075**

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)*

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

Approved by the Honorable Mayor on October 15, 2025 and is known as Ordinance **25-078**

BILL 14016 (*To be Tabled Until the October 21, 2025 Regular City Council Meeting)*
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)*

Councilmember Justin Foust requested a separate vote for Council Bill 14016.

JUSTIN FOUST made a motion to table Council Bill 14016 until the October 21, 2025 Regular City Council Meeting. MARK HOLLANDER 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. Absent: S. Hollander. Motion passed.

BILL OTTO made a motion to adjourn. MARY WEST seconded the motion. All voted in favor. Motion passed.

The Special Session of the City Council adjourned at 5:46 p.m.

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Date Approved



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Emily Galantowicz, Assistant City Clerk

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Michael Galba, Presiding Officer

MEETING SUMMARY

MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD
Thursday, August 7, 2025 4:00 PM
Conference Room A., City Hall
200 N. Second Street, Saint Charles, Missouri

Members Present:
Jodi Devonshire, Chair
Joe Ancmon, Vice Chair
Keith Lester
Amy Senter
Ryan Riege
Denny Kuss
Chip Bates

Staff Members Present:
Taylor Moore, Preservation Planner
Jessica Ferguson, Business Dev. Coordinator
John Boyer, Assistant Director of CD
Beth Norviel, Director Communications
Erica Pospisil, Assistant Comm. Director
Chris Atkins, Assistant Director of Parks
Samuel Thomas, Public Works
Zach Stanley, Assistant Director of PW
Ryan Nacke, Police Department

ABSENT: Mark Hollander, Council Liaison

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order at 4pm. There were six (6) members present, enough for a quorum. Jessica Ferguson conducted roll call.

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

Minutes – Meeting minutes were needing approval for the July 2025 Special Business District Meeting. Keith Lester made a motion to approve the minutes as submitted. Ryan Riege seconded the motion. All were in favor (6-0).

Correspondence – None. Chip Bates arrives to the meeting at 4:08pm. Seven (7) members are now present.

Police Report for Main Street – Officer Ryan Nacke was present for the report of Main Street incidents. Denny Kuss discussed concerns with homeless throughout the district, primarily during the early morning. Jodi Devonshire also discussed a homeless encampment in Frontier Park.

Report from Communications Dept. – Erica Pospisil discussed upcoming events such as the Barnyard Bash, Ice Cream Social, and the Jewish Festival. Joe Ancmon inquires about the Farmers Market being located in New Town for a weekend.

Parks & Recreation Department: - Chris Atkins present to discuss the Berthold Square Park along Main Street. A proposed design of a reimagined Berthold Square was presented to the Board.

Current Operating Budget – Taylor Moore presented the operating budget. Amy Senter made a motion to approve the budget, Joe Ancmon seconded the motion. All were in favor (7-0).

Funding Requests – Keith Lester discussed the Main Street Supper Club on September 4, 2025. He suggested the Board provide funds for sponsorship at the $2,000 tier level. This sponsorship provides 4 tickets that could be utilized for City Officials to attend the event as well. Taylor Moore discussed this would need to be verified as a use of funds through the code section. Keith Lester made a motion to approve this sponsorship, Chip Bates seconded. Six were in favor, 1 was opposed (6-1).

Taylor Moore stated these funds may need to be pulled from the Reserve Fund, and that if so an additional vote would be needed for this. Chip Bates made a motion to approve taking $2,000.00 from the reserve fund. Keith Lester seconded the motion. Six were in favor, one was opposed (6-1).

Main Street Maintenance Items – Samuel Thomas was present to represent the Public Works Department. All weeds along Main Street right-of-way have been addressed and Riverside parking lots have been repaved. Zach Stanley, Assistant Director of Public Works, discussed the gum removal machine being broken and needed a niche part that is no longer manufactured. The Public Works Department plans to purchase their own gun machine, and to expedite the gum removal on the district's sidewalks before the Festival of the Little Hills. Taylor Moore to work with the Public Works Department on additional items such as the bid for Berthold Square Clock's repair and North Main green trashcans.

Main Street Colonnade: - Zach Stanley updates the Board that the colonnade structure being removed in 2027. The iconic St. Charles sign is planned to remain. Joe Ancmon suggest the City remove the structure during winter months in order to not impact the surrounding business's patios. Joe Ancmon also mentioned a singular North Main trash can under the colonnade structure that could be moved to the street for better use.

New Business – Joe Ancmon discussed Riverside Drive becoming a one-way during Festival of the Little Hills. Mayor Dan discusses that this is done for ingress/egress purposes for Fire and EMS. Joe Ancmon also discussed the parking for Main Street employees during the Festival.

Report from City Council Liaison – CM Otto discussed the approval for 14 townhomes on South Main Street. CM Otto also makes mention of the Great Streets Plan meeting for Frenchtown next week.

Other Information from Staff – The Board expressed interest in making the meeting earlier in the day. The time decided on was 10:30am, and a vote was needed to change this time. Amy Senter made a motion to change the meeting time. Chip Bates seconded the motion. All were in favor (7-0). Next meeting will be held September 4, 2025 at 10:30am.

Adjournment – Chip Bates made a motion to adjourn, Amy Senter seconded. All were in favor (7-0). The meeting ended at 5:00pm.

Jodi D 10/2125

Jodi Devonshire, Chair Date

MEETING SUMMARY

MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD
Thursday, September 4, 2025 10:30 AM
Conference Room A., City Hall
200 N. Second Street, Saint Charles, Missouri

Members Present:
Jodi Devonshire, Chair
Joe Ancmon, Vice Chair
Keith Lester
Ryan Riege
Chip Bates
Mark Hollander, Council Liaison

Staff Members Present:
Taylor Moore, Preservation Planner
Jessica Ferguson, Business Dev. Coordinator
John Boyer, Assistant Director of CD
Beth Norviel, Director Communications
Samuel Thomas, Public Works
Zach Stanley, Assistant Director of PW
Ryan Nacke, Police Department

ABSENT: Amy Senter, Denny Kuss.

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order at 10:30am. There were four (4) members present, enough for a quorum. Taylor Moore conducted roll call.

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

Minutes – Meeting minutes were needing approval for the August 2025 Special Business District Meeting. Joe Ancmon made a motion to approve the minutes as submitted. Ryan Riege seconded the motion. All were in favor (4-0).

Correspondence – Jodi Devonshire discussed the sponsorship for the Main Street Dinner and asked questions about how to handle this event in the future. John Boyer discussed the City Code for the Main Street SBD did not allow for this, but it could be discussed for next year. Chip Bates arrives to the meeting at 10:39am. Five (5) members are now present.

Police Report for Main Street – Officer Ryan Nacke was present for the report of Main Street incidents. Officer Nacke also discussed an upcoming meeting with Main Street merchants to discuss the theft increase in the area.

Report from Communications Dept. – Beth Norviel discussed upcoming events for September, including Oktoberfest which will change Riverside Drive to a one-way street.

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

Funding Requests – Jodi Devonshire discussed utilizing reserve funds to continue efforts of enhancing the district. Ryan Riege to see if the Landscape Architect who previously presented designs for the Washington Street walkway would be available for the October regular meeting.

Main Street Maintenance Items – Samuel Thomas was present to represent the Public Works Department. The North Main trash cans had a previous quote of $36,000 to make necessary repairs. Samuel is waiting to see what this scope of work would quote for now as material and labor has increased in price. The Board

stressed their desire to expedite this project, and Joe Ancmon made a motion to allocate $50,000 from the Reserve Fund towards the North Main Street trash cans repairs. Ryan Riege seconded this motion. All were in favor (5-0).

Due to the $50,000 being allocated from the Reserve Fund, an additional vote was needed to move this amount of money to general funds and/or to the Public Works Department. Joe Ancmon made a motion to transfer these funds from the Reserve Fund. CM Mark Hollander seconded the motion. All were in favor (5-0).

Main Street Colonnade: - Zach Stanley updates the Board that the overgrowth and weeds have been cleaned up around the colonnade structure. The Board asked if the St. Charles Main Street sign on the colonnade could be repainted. Public Works to look into this.

New Business – Joe Ancmon discussed the CVB advertisements and how they are utilized to promote tourism within the district.

Report from City Council Liaison – CM Mark Hollander discussed he has been working with the Festival of the Little Hills on vendor placement, specifically food vendors being placed in front of restaurants during the festival.

Other Information from Staff – The Board's next meeting will be October 2, 2025 at 10:30am.

Adjournment – CM Mark Hollander made a motion to adjourn the meeting. Joe Ancmon seconded the motion. All were in favor (5-0). The meeting ended at 11:36am.

Jodi Devonshire, Chair

10/2/25
Date

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD
Thursday, September 11, 2025 4:30 PM
Conference Room A, City Hall
200 N. Second Street, Saint Charles, Missouri

Members Present:
Chris Kyle, Chair
Jeff Sams, Vice Chair
Bill Otto, Council Liaison
Keith Lutz
Adam Tritz
Melissa Hollander

Staff Members Present:
Jessica Ferguson, Business Development Coordinator
Lawrence Perney, Assistant Administrator
Madelyn Brown, Planner
Taylor Moore, Historic Preservation Planner
Dan Mann, Director, Engineering
Beth Norviel, Director, Special Events/Communications
Officer David Fruits

ABSENT: Brandon Runk, Alyssa Houska

Call to Order and Call the Roll – Jeff Sams called the meeting to order at 4:31pm. There were five (5) members present, enough for a quorum. Jessica Ferguson conducted roll call.

Pledge of Allegiance – Jeff Sams led the Pledge of Allegiance. Chris Kyle arrived at 4:32pm. Six (6) members are now present.

Approval of Minutes –Keith Lutz made a motion to approve the July 10, 2025 Minutes. Jeff Sams seconded the motion. All in favor (6-0).

Current Operating Budget –Keith Lutz made a motion to approve the budget. Adam Tritz seconded the motion. All in favor (6-0).

Update from City Staff – Update from Officer Fruits. Update on 2nd Street construction from Dan Mann. Legal and Finance presentations postponed until October.

New Business – Moved up on the agenda. Discussion on supporting businesses with newsletters, billboards, truck traffic, and brochures.

Fall /Winter Flowers – Discussion on fall and winter flowers and watering.

Old Business –

- **Fundraising** – Held until October
- **HFA Transfer Funds** – Complete
- **New Business Welcome Package** – Board discusses Welcome Packages for new businesses. Beth Norviel presents the Burrows graphics. Tree trimming and snow removal also discussed.
- **Event Support** – Held until October

New Business – Holiday tree lighting discussed. November 22, 2025 set as tentative date.

Report from City Council Liaison – Bill Otto gives an update on Hot Summer Nights. Open Board positions are discussed.

Other Information from Staff – Beth Norviel give update on Sunset Market. Next meeting is set for October 9, 2025.

Adjournment – Chris Kyle made the motion to adjourn at 5:47pm. Melissa Hollander seconded the motion. All in favor (6-0).

Chris Kyle, Chair

10-9-2025
Date

MINUTES
Senior Citizen Advisory Commission
Tuesday, September 9, 2025
St. Charles City Hall, Conference Room A
200 North Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT	MEMBERS ABSENT
Sheila Eckstein	Shelly Roy
Althea West	Judy Rhodes
Bill Wallace	Charlie Daniels
Norm Fehl	Bridget Alderson

OTHERS PRESENT
Mary West – City Council Liaison
Carla Bray – City Staff Liaison
Mayor Borgmeyer
Katie Pendergast – Aging Ahead/Senior Center

1. **Call to Order**
   The meeting was called to order at 10:00 a.m. by Commission Chairperson Sheila Eckstein.

2. **Pledge of Allegiance**
   All present stood and recited the Pledge of Allegiance.

3. **Roll Call**
   All members were present except those listed above under Members Absent.

4. **Approval of August 12, 2025 meeting minutes**
   Bill Wallace made a motion to approve the August 12, 2025 minutes with noted corrections. Althea West made the second, all present were in favor, the motion passed.

5. **Chairperson Report**
   Sheila provided information on the following:
   - Identify who is working on projects to stay organized.
   - Grandparents Day recap – Bill Wallace
     - Singing and dancing
     - Elvis was there
     - Hula Hoop contest
     - Althea worked the registration table
       - Estimate only half of those registered actually showed up
       - Lots of people walking in the area approached with questions
       - Approximately 100 people attended
     - Feedback from the group
       - Extend time of the event
       - Have it later in the day (church crowd)

        - Online survey opportunity
            - Lindenwood to handle the survey (per Shelly)
                - 2 sponsor tables
- Upcoming Events Sheet – reviewed and discussed
    - Plan ahead for participation
- Lindenwood participation in Commission
- Meeting with Jim at Delta Center (housing)
    - No recent meetings
    - Will be notified of upcoming meetings
    - Bill provided a brief overview of the Delta Center
- I.T. Communication/Online Services
    - How are we going to incorporate into Commission goals and activities?
        - Education
        - See what Lindenwood is currently doing (Althea)
        - Mary West will meet with Randy Schilling to discuss opportunities

6. **Report from Council Liaison**

Councilmember Mary West provided information on the following:

- CVB "What's Happening" report
- City of St. Charles Night Out recap was provided
    - Goodies shared with the group, i.e., calendar, Bluetooth speaker, etc.
- Council Work Session is tonight
- Will get more details when the time is right

7. **Old Business**

- Aging City requirements – overview provided by Althea West
    - Plan of Action (1 year) – 8 Domains
        - Outdoor spaces and buildings
        - Transportation
        - Housing
        - Social participation
        - Respect and social inclusion
        - Work and civic engagement
        - Communication and information
        - Community and health services
    - Need to break down into more detailed category
    - Althea will send the link (AARP)
    - Need to get things done
    - Althea will come up with focus items to educate seniors
- Senior Night at Wappelhorst (Bill Wallace)
    - Contacted Parks and Recreation (Maralee)
    - Will continue to follow up
- Senior web site discussion (Beth Norviel, Shelly and Jill)
    - Use donation funds?
- Senior Center update (Katie)
    - Staffing issues
    - Funding has been cut in some areas

- Medicaid cuts, not sure how it will affect programs yet
- MOWs not affected
  - Use volunteers to drive and deliver
  - Lost partnership with On The Go
  - Gained new partner Go Go Grandparents
  - 65 hot meals per day, Monday through Friday
  - 75 frozen meals per week

8. New Business

- Age-Friendly City Logo
- New Senior Citizen Advisory Commission Banner
- Get organized and see what we have and then determine next steps.
- Sheila to meet with Shelly to determine what is being worked on and what needs to be done.
  - Booth for seniors at upcoming events
    - To be discussed at next meeting

9. Commission Member Announcements

None

10. Public Comment

- Silver Legislators (Aging Ahead)

11. Adjourn

Althea West made a motion to adjourn at 11:02 a.m., Norm Fehl provided the second, and all present were in favor, motion passed.

Prepared by Carla Bray

Sheila Eckstein
10-14-25

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # NA

Request for Council Action

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

Description:
Monthly Finance FITS Report for the month ended August 2025.

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

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

Summary:

Page 1-2, Financial Overview for August 2025.
Page 3-5, Presentation of monthly investment report for the month of August 2025.
Page 6, Pursuant to Ordinance #11-09; requests for Intra-Departmental Transfer of Appropriations> $10,000 for August 2025.
Page 7-8, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of August 2025.

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

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

RCA prepared by: JS Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. 5

CITY OF ST. CHARLES, MO
FINANCIAL UPDATE
YTD 08/31/2025

General Fund Revenue:	Amended Budget 2024	Audited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Property Taxes	$10,109,066	$10,163,168	101%	$10,595,886	$4,698,098	44%	($5,897,788)	
Utility Taxes	$9,984,018	$8,505,387	85%	$8,438,857	$5,591,998	66%	($2,846,859)	
Sales Taxes	$12,668,921	$12,279,031	97%	$13,175,678	$8,241,601	63%	($4,934,077)	
Use Tax	$4,000,000	$6,785,124	170%	$7,744,331	$4,859,530	63%	($2,884,801)	
Other Tax Revenue	$1,059,232	$741,585	70%	$980,875	$740,578	76%	($240,297)	
Gaming Tax	$7,246,085	$7,246,086	100%	$7,068,546	$4,593,543	65%	($2,475,003)	
Licenses and Permits	$2,625,727	$2,328,705	89%	$2,326,320	$1,965,312	84%	($361,008)	
Fines and Fees	$3,712,140	$2,758,142	74%	$2,951,689	$1,998,814	68%	($952,875)	
Charges for Services	$11,219,890	$11,035,114	98%	$12,474,454	$7,929,503	64%	($4,544,951)	
Miscellaneous Revenue	$765,671	$726,620	95%	$895,069	$390,855	44%	($504,214)	
Interest	$180,000	$1,876,273	1042%	$380,000	$136,134	36%	($243,866)	
Transfers In From Other Funds	$1,000	$1,000	100%	$1,000	$1,000	100%	$0	
Sales of Fixed Assets	$100,000	$82	0%	$100,000	$0	0%	($100,000)	
Grants	$1,655,501	$1,483,198	90%	$979,718	$72,704	7%	($907,014)	
Total Revenue	$65,327,251	$65,929,516		$68,112,423	$41,219,669		($26,892,754)	
Expenditures:								
Personnel Services	$46,459,307	$45,833,329	99%	$51,266,712	$33,081,009	65%	($18,185,703)	
Professional/Purchased Services	$11,981,342	$10,860,748	91%	$12,584,098	$7,839,209	62%	($4,744,889)	
General/Operating Supplies	$2,815,464	$2,060,438	73%	$3,358,789	$1,969,863	59%	($1,388,926)	
Capital	$4,476,000	$2,101,270	47%	$2,583,066	$1,642,739	64%	($940,327)	
Transfers To Other Funds	$0	$1,250,000	0%	$0	$0	0%	$0	
Total Expenditures	$65,732,114	$62,105,785		$69,792,665	$44,532,820		($25,259,845)	
Difference in Rev and Exp	($404,863)	$3,823,731		($1,680,242)	($3,313,151)			
Fund Balance - beginning		$19,710,306			$23,534,037			
Fund Balance - ending		$23,534,037			$20,220,885			
Street Maintenance								
Revenue	$10,163,973	$10,647,346	105%	$10,823,884	$5,686,443	53%	($5,137,441)	
Expenses	$14,737,133	$10,715,902	73%	$15,163,819	$9,508,979	63%	($5,654,840)	
Difference in Rev and Exp	($4,573,160)	($68,556)		($4,339,935)	($3,822,537)		$517,398	
Fund Balance - beginning		$5,270,318			$5,201,762			
Fund Balance - ending		$5,201,762			$1,379,225			

CITY OF ST. CHARLES, MO
FINANCIAL UPDATE
YTD 08/31/2025

	Amended Budget 2024	Audited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Park								
Revenue	$9,458,121	$12,540,209	133%	$8,879,641	$5,310,415	60%	($3,569,226)	
Expenses	$9,649,185	$8,998,656	93%	$13,558,514	$6,298,210	46%	($7,260,304)	
Difference in Rev and Exp	($191,064)	$3,541,553		($4,678,873)	($987,795)		$3,691,078	
Fund Balance - beginning		$2,874,773			$6,416,326			
Fund Balance - ending		$6,416,326			$5,428,531			
Tourism								
Revenue	$5,721,671	$5,957,583	104%	$6,311,372	$3,822,252	61%	($2,489,120)	
Expenses	$6,044,900	$5,632,255	93%	$7,366,875	$4,143,164	56%	($3,223,711)	
Difference in Rev and Exp	($323,229)	$325,328		($1,055,503)	($320,911)		$734,592	
Fund Balance - beginning		$4,157,036			$4,482,364			
Fund Balance - ending		$4,482,364			$4,161,453			
Waterworks								
Revenue: Operating	$13,061,879	$14,736,751	113%	$17,005,695	$9,950,702	59%	($7,054,993)	
Expenses: Operating	$13,083,400	$13,057,371	100%	$14,684,589	$7,461,434	51%	($7,223,155)	
Difference in Rev and Exp	($21,521)	$1,679,380		$2,321,106	$2,489,268		$168,162	
Fund Balance - beginning - unrestricted		$5,806,586			$7,485,966			
Fund Balance - ending - unrestricted		$7,485,966			$9,975,234			
Sanitary Sewer								
Revenue	$24,083,808	$18,291,068	76%	$18,356,000	$12,391,535	68%	($5,964,465)	
Expenses	$22,979,908	$17,431,710	76%	$15,757,272	$7,352,565	47%	($8,404,707)	
Difference in Rev and Exp	$1,103,900	$859,358		$2,598,728	$5,038,970		$2,440,242	
Fund Balance - beginning - unrestricted		$7,209,554			$8,068,912			
Fund Balance - ending - unrestricted		$8,068,912			$13,107,882			
Gaming Revenue - All Funds: **Allocation**				**Allocation**				
General 69%	$7,246,085	$7,247,086		67%	$7,068,546	$4,593,543		($2,475,003)
Redevelopment 0%	$0	$0		0%	$0	$0		$0
Street Construction 0%	$0	$0		0%	$0	$0		$0
Major Facilities 0%	$0	$0		0%	$0	$0		$0
Capital Improvement 31%	$3,261,450	$2,758,207		33%	$3,544,064	$2,303,134		($1,240,930)
Total Gaming Revenue	$10,507,535	$10,005,293	95%		$10,612,610	$6,896,678	65%	($3,715,932)

CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
8/31/2025

Investment	Date of: Purchase	Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.
Pooled Investments:													
Cash and Cash Equivalents													
FSTGD							10,661,592.11			10,661,592.11		39,375.33	
USTB	12/01/2024	11/28/2025	1,000,000.00	2.2500%	96.15	0.183%	961,528.06		96.17	961,715.50	187.44	28,514.50	
USTB	10/03/2024	10/02/2025	1,000,000.00	1.2500%	96.11	0.181%	961,111.11		96.10	961,045.57	(65.54)	35,444.43	
			$ 2,000,000.00		**$ 96.13**		**$ 12,584,231.28**	**$ -**	**$ 192.28**	**$ 12,584,353.18**	**$ 121.90**	**$ 103,334.26**	
Fixed Income Investments													
USTN - 91282C-LY-5	12/01/2024	11/30/2026	2,000,000.00	1.4500%	100.22	1.450%	2,004,335.94		100.547000	2,010,940.00	6,604.06	21,598.36	
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1,000,000.00	1.4500%	99.57	1.450%	995,664.06		100.832000	1,008,320.00	12,655.94	6,633.82	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	2,000,000.00	1.4500%	91.47	1.450%	1,829,453.13		93.641000	1,872,820.00	43,366.87	7,622.95	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.450%	992,031.25		100.889000	1,008,890.00	16,858.75	8,524.59	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	99.00	1.450%	990,039.07		101.848000	1,018,480.00	28,440.93	10,481.55	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	2,000,000.00	1.3875%	98.87	1.390%	1,977,304.69		100.573000	2,011,460.00	34,155.31	19,692.62	
USTN - 91282-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.875%	1,002,031.25		100.344000	1,003,440.00	1,408.75	9,846.30	
USTN - 91282C-HV-6	11/06/2023	08/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,640.63		100.000000	1,000,000.00	(1,640.63)	25,000.00	
USTN - 91282C-JE-2	11/06/2023	10/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,562.50		100.109000	1,001,090.00	(472.50)	16,847.82	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19		103.795000	1,037,950.00	22,832.81	16,426.63	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.460%	994,882.81		100.955000	1,009,550.00	14,667.19	13,699.04	
USTN - 91282C-JS-1	01/01/2024	12/31/2025	1,000,000.00	1.4250%	99.83	1.460%	998,281.25		100.038000	1,000,380.00	2,098.75	7,275.81	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.500%	960,468.75		100.098000	1,000,980.00	40,511.25	15,252.73	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.500%	976,601.56		101.717000	1,017,170.00	40,568.44	17,243.85	
USTN - 91282C-KH-3	04/01/2024	03/31/2026	1,000,000.00	1.5000%	99.14	1.500%	991,406.25		100.279000	1,002,790.00	11,383.75	18,934.42	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.500%	991,640.63		101.258000	1,012,580.00	20,939.37	17,090.16	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.600%	984,804.69		99.483000	994,830.00	10,025.31	14,726.77	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	1,000,000.00	3.5400%	99.20	3.540%	991,992.19		99.643000	996,430.00	4,437.81	14,726.77	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63		100.520000	1,005,200.00	4,184.37	14,716.53	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.900%	1,027,968.75		102.800000	1,029,980.00	2,011.25	19,460.38	
			$ 23,000,000.00		**$ 99.11**		**$ 22,728,242.22**	**$ -**	**$ 2,009.37**	**$ 23,043,280.00**	**$ 315,037.78**	**$ 295,801.10**	
REPOs	08/31/2025	09/01/2025	0.00	0.000%	100.000000	0.000%	0.00		100.000000	0.00	0.00	0.00	
OTHER (e)	08/01/2025	08/31/2025			100.000000							0.00	0.00
Total			**$ 25,000,000.00**				**$ 35,312,473.50**	**$ -**		**$ 35,627,633.18**	**$ 315,159.68**	**$ 399,135.36**	**$ -**

Notes:

a Coupon on the overnight repurchase agreement varies; the purchase price of discount notes imputes a yield, and therefore a coupon is not applicable.

b The lower of YTC or YTM is used if a call date is applicable; the yield on REPOs is based on total interest earned on the average daily balance.

c Purchased Interest is the imputed interest covering the period between the previous interest payment date and the date of purchase.

d Net Current Month Accrued Interest consists of gross coupon interest +/- amortization of premium/discount for the month.

e "OTHER" represents activity for REPOs & other investments that were sold or matured during the month.

CITY OF ST. CHARLES
POOLED INVESTMENTS REPORT
EXECUTIVE SUMMARY
8/31/2025

Investment Portfolio(Book Value):

				Amount	Pct.	Max. Pct.
Diversification Summary:						
U.S. Treasury Obligations				12,584,231.28	36%	100%
U.S. Government Agency Securities				22,728,242.22	64%	100%
Certificates of Deposit				0.00	0%	10%
Overnight Repurchase Agreements				0.00	0%	25%
				35,312,473.50	100%	
Maturity Benchmarks:						
0 to	6 months			11,623,120.17	33%	
6 to	12 months			0.00	0%	
1 to	2 years			3,966,345.49	11%	
2 to	5 years			19,723,007.84	56%	
over	5 years	Maximum	10,647,000.00	0.00	0%	
				35,312,473.50	100%	
U.S. Treasury & Overnight Repurchase Agreements				12,584,231.28	36%	min 5%

Interest Earnings Recap:

		Current Year	Prior Year
Interest Income:			
Earned - Year-to-Date		1,170,059.95	856,249.67
Realized - Year-to-Date		-	-
Total Outstanding Portfolio at:	08/31	35,312,473.50	33,790,654.36
Weighted Average Rate of Return:			
Current Month			
Year-to-Date		0.0000%	0.0000%

Budget to Actual

		Current Year	Prior Year
Budgeted		300,000	100,000
Actual - Realized		-	-
Actual - Sweep	08/31	925,003	-
Projected		-	-
		925,003	0
Variance - Over (Under) Budget		625,003	(100,000)

Collateral Coverage:

Total Commerce Deposits		$30,000,000.00	
FDIC Coverage		(250,000.00)	
Deposit Amount Requiring Collateralization		$29,750,000.00	
Collateralization Ratio		1.10	
Collateral Required		$32,725,000.00	
Market Value of Collateral at:	08/31	33,701,971.85	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral		33,951,971.85	
Excess of Collateral over Deposits - Aggregate		$3,951,971.85	113%

Investment Activity for the Month:

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

Maturities:
NONE

Sales/Calls:
NONE

To: Members of City Council

From: Finance

Date: October 21, 2025

Subject: August 2025 Over $10K Transfers Report

The following budget transfers took place in August 2025:

- The Parks Department transferred $30,000.00 to Park Part Time Wages for a sergeant role filled with a part-time person until filled at the end of May.
- The Fire Department transferred $13,500.00 to Fire Other Professional Services for Lexipol invoice.
- The Public Works Department transferred $10,000.00 to Public Works Concrete for additional concrete expenses.

To: Members of City Council

From: Finance

Date: October 21, 2025

Subject: August 2025 Surplus Report

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

Department	Items	Reason
Administration	2 drawer metal file cabinets (2), Desk lamps (2), Paper shredder (1) Ativa HD 800, Black desk chairs (2), Brown/tan office chair (1), 2 shelf wood book case (1), Plastic dolly (1), Wall mount monitor (1) Vizio HDMI/DTV, DVD/DVR player (1) Samsung	No longer needed to perform the duties of the department. Broken and cost to repair is not economical. Obsolete and not compatible with newer equipment. Sell at public auction and disposal with no remuneration to the City.
Police	Portable speaker (1), Portable phone cords/accessories (1), Ballistic vest panels (1)	No longer needed to perform the duties of the department. Broken and cost to repair is not economical. Obsolete and not compatible with newer equipment. Disposal with no remuneration to the City and destroyed.
Police	Red dot optics (42) Shield RMSc	Obsolete and not compatible with newer equipment. Trade-in.
City Clerk	Black mesh, blue fabric seat task chairs with adjustable arms and lumbar (4) Chromcraft, Black fabric back and black fabric seat task chair with adjustable arms and adjustable back (1) Haworth	No longer needed to perform the duties of the department. Sell at online auction and destroyed.

Administration	Miniature Train (1)	Donated item to the City of St Charles in the 1970's. Transfer to Eden Springs Park 501(c)(3) organization as donation.
Information Technology	Copiers (2) Konica Minolta Bizhub C364e, Copiers (2) Konica Minolta Bizhub C554e, Copiers (3) Xerox Altalink C8035	No longer needed to perform the duties of the department. Sell at online auction.
Police	Ford Explorers (14), Chevrolet Tahoe (1)	Complying with vehicle/equipment replacement policy. Sell at public auction and sell at online auction.
Public Works	Dump trucks (6) International 7400 SFA 4X2, Dump truck (1) International 7500 SFA 6X4	Obsolete and not compatible with newer equipment. Sell at public auction.
Police	2021 Ford Explorer (1)	Donation for Mayor Task Force. Transfer to Mayor Task Force.
Police	Rifle plates (159) Security Pro 4400, Rifle plates (3) Hesco 4400, Rifle plates (3) Point Blank Class III	Materials are expired and no longer in service. Destroyed.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # NA

Request for Council Action

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

Description:
Monthly Finance FITS Report for the month ended September 2025.

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

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

Summary:

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

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

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

CITY OF ST. CHARLES, MO
FINANCIAL UPDATE
YTD 09/30/25

General Fund Revenue:	Amended Budget 2024	Audited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Property Taxes	$10,109,066	$10,163,168	101%	$10,595,886	$4,737,544	45%	($5,858,342)	
Utility Taxes	$9,984,018	$8,505,387	85%	$8,438,857	$6,659,567	79%	($1,779,290)	
Sales Taxes	$12,668,921	$12,279,031	97%	$13,175,678	$9,226,873	70%	($3,948,805)	
Use Tax	$4,000,000	$6,785,124	170%	$7,744,331	$5,399,361	70%	($2,344,970)	
Other Tax Revenue	$1,059,232	$741,585	70%	$980,875	$484,220	49%	($496,655)	
Gaming Tax	$7,246,085	$7,246,086	100%	$7,068,546	$5,143,602	73%	($1,924,944)	
Licenses and Permits	$2,625,727	$2,328,705	89%	$2,326,320	$2,101,649	90%	($224,671)	
Fines and Fees	$3,712,140	$2,758,142	74%	$2,951,689	$2,174,123	74%	($777,566)	
Charges for Services	$11,219,890	$11,035,114	98%	$12,474,454	$8,985,890	72%	($3,488,564)	
Miscellaneous Revenue	$765,671	$726,620	95%	$895,069	$695,787	78%	($199,282)	
Interest	$180,000	$1,876,273	1042%	$380,000	$150,432	40%	($229,568)	
Transfers In From Other Funds	$1,000	$1,000	100%	$1,000	$1,000	100%	$0	
Sales of Fixed Assets	$100,000	$82	0%	$100,000	$0	0%	($100,000)	
Grants	$1,655,501	$1,483,198	90%	$979,718	$86,437	9%	($893,281)	
Total Revenue	$65,327,251	$65,929,516		$68,112,423	$45,846,485		($22,265,938)	
Expenditures:								
Personnel Services	$46,459,307	$45,833,329	99%	$51,265,912	$36,985,552	72%	($14,280,360)	
Professional/Purchased Services	$11,981,342	$10,860,748	91%	$12,516,395	$8,709,794	70%	($3,806,601)	
General/Operating Supplies	$2,815,464	$2,060,438	73%	$3,424,198	$2,184,133	64%	($1,240,065)	
Capital	$4,476,000	$2,101,270	47%	$2,586,160	$1,718,315	66%	($867,845)	
Transfers To Other Funds	$0	$1,250,000	0%	$0	$0	0%	$0	
Total Expenditures	$65,732,114	$62,105,785		$69,792,665	$49,597,794		($20,194,871)	
Difference in Rev and Exp	($404,863)	$3,823,731		($1,680,242)	($3,751,309)			
Fund Balance - beginning		$19,710,306			$23,534,037			
Fund Balance - ending		$23,534,037			$19,782,727			
Street Maintenance								
Revenue	$10,163,973	$10,647,346	105%	$10,823,884	$8,427,977	78%	($2,395,907)	
Expenses	$14,737,133	$10,715,902	73%	$15,163,819	$10,472,687	69%	($4,691,132)	
Difference in Rev and Exp	($4,573,160)	($68,556)		($4,339,935)	($2,044,710)		$2,295,225	
Fund Balance - beginning		$5,270,318			$5,201,762			
Fund Balance - ending		$5,201,762			$3,157,052			

CITY OF ST. CHARLES, MO
FINANCIAL UPDATE
YTD 09/30/25

	Amended Budget 2024	Audited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Park								
Revenue	$9,458,121	$12,540,209	133%	$8,879,641	$5,464,194	62%	($3,415,447)	
Expenses	$9,649,185	$8,998,656	93%	$13,558,514	$7,216,741	53%	($6,341,773)	
Difference in Rev and Exp	($191,064)	$3,541,553		($4,678,873)	($1,752,547)		$2,926,326	
Fund Balance - beginning		$2,874,773			$6,416,326			
Fund Balance - ending		$6,416,326			$4,663,779			
Tourism								
Revenue	$5,721,671	$5,957,583	104%	$6,311,372	$4,820,830	76%	($1,490,542)	
Expenses	$6,044,900	$5,632,255	93%	$7,366,875	$4,515,199	61%	($2,851,675)	
Difference in Rev and Exp	($323,229)	$325,328		($1,055,503)	$305,631		$1,361,134	
Fund Balance - beginning		$4,157,036			$4,482,364			
Fund Balance - ending		$4,482,364			$4,787,995			
Waterworks								
Revenue: Operating	$13,061,879	$14,736,751	113%	$17,005,695	$11,652,564	69%	($5,353,131)	
Expenses: Operating	$13,083,400	$13,057,371	100%	$14,684,589	$8,340,342	57%	($6,344,247)	
Difference in Rev and Exp	($21,521)	$1,679,380		$2,321,106	$3,312,222		$991,115	
Fund Balance - beginning - unrestricted		$5,806,586			$7,485,966			
Fund Balance - ending - unrestricted		$7,485,966			$10,798,188			
Sanitary Sewer								
Revenue	$24,083,808	$18,291,068	76%	$18,356,000	$14,188,702	77%	($4,167,298)	
Expenses	$22,979,908	$17,431,710	76%	$15,757,272	$12,772,471	81%	($2,984,801)	
Difference in Rev and Exp	$1,103,900	$859,358		$2,598,728	$1,416,231		($1,182,498)	
Fund Balance - beginning - unrestricted		$7,209,554			$8,068,912			
Fund Balance - ending - unrestricted		$8,068,912			$9,485,143			

Gaming Revenue - All Funds:	**Allocation**				**Allocation**				
General	69%	$7,246,085	$7,247,086		67%	$7,068,546	$5,143,602		($1,924,944)
Redevelopment	0%	$0	$0		0%	$0	$0		$0
Street Construction	0%	$0	$0		0%	$0	$0		$0
Major Facilities	0%	$0	$0		0%	$0	$0		$0
Capital Improvement	31%	$3,261,450	$2,758,207		33%	$3,544,064	$2,578,926		($965,138)
Total Gaming Revenue		$10,507,535	$10,005,293	95%		$10,612,610	$7,722,527	73%	($2,890,083)

CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
9/30/2025

Investment	Date of: Purchase	Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.
Pooled Investments:													
Cash and Cash Equivalents													
FSTGD							10,835,116.68			10,835,116.68		34,171.94	
USTB	12/01/2024	11/28/2025	1,000,000.00	2.2500%	96.15	0.183%	961,528.06		96.17	961,660.91	132.85	31,909.09	
USTB	10/03/2024	10/02/2025	1,000,000.00	1.2500%	96.11	0.181%	961,111.11		96.11	961,112.23	1.12	38,777.77	
			$ 2,000,000.00		**$ 96.13**		**$ 12,757,755.85**	**$ -**	**$ 192.28**	**$ 12,757,889.82**	**$ 133.97**	**$ 104,858.80**	
Fixed Income Investments													
USTN - 91282C-LY-5	12/01/2024	11/30/2026	2,000,000.00	1.4500%	100.22	1.450%	2,004,335.94		100.606000	2,012,120.00	7,784.06	28,565.57	
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1,000,000.00	1.4500%	99.57	1.450%	995,664.06		100.621000	1,006,210.00	10,545.94	9,792.79	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	2,000,000.00	1.4500%	91.47	1.450%	1,829,453.13		93.651000	1,873,020.00	43,566.87	10,081.97	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.450%	992,031.25		100.832000	1,008,320.00	16,288.75	11,803.27	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	99.00	1.450%	990,039.07		101.623000	1,016,230.00	26,190.93	13,862.70	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	2,000,000.00	1.3875%	98.87	1.390%	1,977,304.69		100.539000	2,010,780.00	33,475.31	26,045.08	
USTN - 91282-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.875%	1,002,031.25		100.356000	1,003,560.00	1,528.75	13,022.53	
USTN - 91282-CNU-1	08/15/2025	08/15/2028	1,000,000.00	3.6250%	100.15	3.625%	1,001,484.38		100.012000	1,000,120.00	(1,364.38)	4,629.75	
USTN - 91282C-JE-2	11/06/2023	10/31/2025	1,000,000.00	1.5000%	100.16	1.500%	1,001,562.50		100.064000	1,000,640.00	(922.50)	20,923.91	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19		103.581000	1,035,810.00	20,692.81	20,400.81	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.460%	994,882.81		100.989000	1,009,890.00	15,007.19	17,469.42	
USTN - 91282C-JS-1	01/01/2024	12/31/2025	1,000,000.00	1.4250%	99.83	1.460%	998,281.25		100.076000	1,000,760.00	2,478.75	10,740.48	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.500%	960,468.75		100.041000	1,000,410.00	39,941.25	0.00	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.500%	976,601.56		101.541000	1,015,410.00	38,808.44	113.32	
USTN - 91282C-KH-3	04/01/2024	03/31/2026	1,000,000.00	1.5000%	99.14	1.500%	991,406.25		100.325000	1,003,250.00	11,843.75	123.62	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.500%	991,640.63		101.248000	1,012,480.00	20,839.37	20,778.68	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.600%	984,804.69		99.311000	993,110.00	8,305.31	96.15	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	1,000,000.00	3.5400%	99.20	3.540%	991,992.19		99.799000	997,990.00	5,997.81	96.15	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63		100.508000	1,005,080.00	4,064.37	17,892.75	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.900%	1,027,968.75		102.800000	1,028,230.00	261.25	0.00	
			$ 23,000,000.00		**$ 99.11**		**$ 22,728,085.97**	**$ -**	**$ 2,008.52**	**$ 23,033,420.00**	**$ 305,334.03**	**$ 226,438.95**	
REPOs	09/30/2025	10/01/2025	0.00	0.000%	100.000000	0.000%	0.00		100.000000	0.00	0.00	0.00	
OTHER (e)	09/01/2025	09/30/2025			100.000000							0.00	0.00
Total			**$ 25,000,000.00**				**$ 35,485,841.82**	**$ -**		**$ 35,791,309.82**	**$ 305,468.00**	**$ 331,297.75**	**$ -**

Notes:

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

CITY OF ST. CHARLES
POOLED INVESTMENTS REPORT
EXECUTIVE SUMMARY
9/30/2025

				Amount	Pct.	Max. Pct.
Investment Portfolio(Book Value):						
Diversification Summary:						
U.S. Treasury Obligations				12,757,755.85	36%	100%
U.S. Government Agency Securities				22,728,085.97	64%	100%
Certificates of Deposit				0.00	0%	10%
Overnight Repurchase Agreements				0.00	0%	25%
				35,485,841.82	100%	
Maturity Benchmarks:						
0 to	6 months			14,791,371.30	42%	
6 to	12 months			0.00	0%	
1 to	2 years			4,948,845.49	14%	
2 to	5 years			15,745,625.03	44%	
over	5 years	Maximum	10,647,000.00	0.00	0%	
				35,485,841.82	100%	
U.S. Treasury & Overnight Repurchase Agreements				12,757,755.85	36%	min 5%

Interest Earnings Recap:

		Current Year	Prior Year
Interest Income:			
Earned - Year-to-Date		1,032,635.99	1,070,119.46
Realized - Year-to-Date		-	-
Total Outstanding Portfolio at:	09/30	35,485,841.82	33,790,654.36
Weighted Average Rate of Return:			
Current Month			
Year-to-Date		0.0000%	0.0000%

Budget to Actual

		Current Year	Prior Year
Budgeted		300,000	100,000
Actual - Realized		-	-
Actual - Sweep	09/30	925,169	-
Projected		-	-
		925,169	0
Variance - Over (Under) Budget		625,169	(100,000)

Collateral Coverage:

Total Commerce Deposits		$25,000,000.00	
FDIC Coverage		(250,000.00)	
Deposit Amount Requiring Collateralization		$24,750,000.00	
Collateralization Ratio		1.10	
Collateral Required		$27,225,000.00	
Market Value of Collateral at:	09/30	28,025,487.32	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral		28,275,487.32	
Excess of Collateral over Deposits - Aggregate		$3,275,487.32	113%

Investment Activity for the Month:

Investment	Date of: Purchase	Sale/Mat.	Coupon	Yield	Par Value	Purch. Price
Purchases:						
USTN - 91282-CNU-I	08/15/2025	08/15/2028	3.6250%	6.625%	$ 1,000,000.00	$ 1,001,484.38
Maturities:						
USTN - 91282C-HV-6	11/06/2023	08/31/2025	1.5000%	1.5000%	$ 1,000,000.00	$ 1,001,640.63

Sales/Calls:
NONE

To: Members of City Council

From: Finance

Date: October 21, 2025

Subject: September 2025 Over $10K Transfers Report

The following budget transfers took place in September 2025:

- The Public Works Department transferred $193,853.17 to Public Works Stormwater Projects for a stormwater infrastructure rehab project.
- The Police Department transferred $33,000.00 to Police Electricity for Ameren bills.
- The Fire Department transferred $35,000.00 to Fire Electricity for Ameren bills.
- The Public Works Department transferred $70,000.00 to Public Works Other Capital Projects for repairs on Well #3 and #4.
- The Engineering Department transferred $30,000.00 to Other Professional Services Engineering for testing services.
- The Finance Department transferred $20,000.00 to State Worker's Comp Premium for 3rd Quarter assessment.
- The Police Department transferred $46,180.00 to Police Vehicles for covert truck.
- The Finance Department transferred $11,422.19 to General Liability Premium for Gallagher invoice.

To: Members of City Council

From: Finance

Date: October 21, 2025

Subject: September 2025 Surplus Report

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

Department	Items	Reason
Information Technology	Copier (1) Brother MFC-L8850CDW, Laptop (1) Dell Latitude 5500, Surface Pro 7 (1) Microsoft 1866, Ipad (1) Apple A1475, Galaxy Tab A (1) Samsung SM-T387T, Desktop (1) Dell Optiplex 5055, Scanner (1) Canon DR-3010C	No longer needed to perform the duties of the department. Sell at online auction.
Police	Glock holsters (88) Safariland 6360	Obsolete and not compatible with newer equipment. Transfer to Eastern Missouri Police Academy.
Public Works/Transit	Champion Bus (1) Freightliner FCC M2-106	Broken and cost to repair is not economical. Sell at public auction.

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Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Police	**Department Contact:**	Josh Hoeing
Name of Grant:	Missouri Blue Shield Grant Program Agreement		
Grant Amount:	$ 50,000.00		
New or Renewal:	New		
Amount Budgeted in Previous Year:			
Description/Purpose:	2026 Missouri Blue Shield Grant Program Agreement (MBSGP) with the Missouri Department of Public Safety. Program Award Number 2026-MBSGP-171 for the project period of October 1, 2025 - May 15, 2026 regarding the purchase fixed LPR cameras.		
Account/s #:	TBD		
Project #:	TBD		

Initial
AP

Certifications: to be completed by Originating Department Director	
Does this grant require matching funds?	No
Does this grant involve supplemental appropriation of funds formulaic grant revenues?	No
All obligations of both parties are included in the contract:	Yes
All required forms are current and attached:	Yes

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

Signature:	**Printed Name:**	**Date:**
DocuSigned by: 0ABB13C1BAB0474...	Ray "Jinx" Juengst #204	10/7/2025

ROUTING	**Initials**	**Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	PF	10/7/2025
Department of Law (for Legality only)	HEM DS	10/7/2025
Director of Finance (Funds Available)	JP DS	10/7/2025
Director of Administration (Recommend Approval)	LSDJ	10/17/2025
City Council Approval on Consent Agenda		
Mayor (Signature Indicating Approval)		
City Clerk (Signature, Seal and Contract # Assigned)		

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RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
The Police Department requests authorization to enter a 2026 Missouri Blue Shield Grant Program Agreement (MBSGP) with the Missouri Department of Public Safety.

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

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

Summary:
The Police Department requests authorization to enter a 2026 Missouri Blue Shield Grant Program Agreement (MBSGP) with the Missouri Department of Public Safety. Program Award Number 2026-MBSGP-171, in the amount not exceed $50,000.00, for the project period of October 1, 2025 - May 15, 2026 regarding the purchase of fixed LPR cameras.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 50,000.00 Select One _____
Account #: TBD

Project #: TBD

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

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MIKE KEHOE
Governor

MARK S. JAMES
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: (573) 751-4905
Fax: (573) 751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

October 1, 2025

Dan Borgmeyer, Mayor
St. Charles, Police Department
200 N. Second St.
St. Charles, Missouri, 63301

Re: SFY 2026 Missouri Blue Shield Grant Program (MBSGP) Award
Award Number: 2026-MBSGP-171

Dear Mr. Borgmeyer:

Thank you for your application submission to the SFY 2026 Missouri Blue Shield Grant Program (MBSGP). Your application has been selected for funding in the amount of $50,000.00.

Enclosed is the SFY 2026 MBSGP Award Agreement. The Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) asks you to carefully review and sign the documentation provided. By signing the Award Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office via email no later than November 1, 2025.

The project period of performance for this award begins October 1, 2025 and ends May 15, 2026.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Les Martin at 573-526-8719 or les.martin@dps.mo.gov.

Sincerely,

Joni McCarter

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services can contact dpsinfo@dps.mo.gov. For Relay Missouri, please dial 711.
For TTY/TDD please dial (800) 735-2966.

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Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

AWARD AGREEMENT

DATE	AWARD NUMBER
10/01/2025	2026-MBSGP-171

RECIPIENT NAME: St. Charles, Police Department		
ADDRESS: 200 N. Second St.		
CITY: St. Charles	STATE: Missouri	ZIP CODE: 63301
TOTAL AMOUNT OF STATE: $50,000.00		
PROJECT PERIOD FROM: 10/01/2025	PROJECT PERIOD TO: 05/15/2026	
PROJECT TITLE: SFY 2026 MBSGP - St. Charles, Police Department	FUNDED BY: Missouri Department of Public Safety/Office of Homeland Security	
METHOD OF PAYMENT (Reimbursement – Advanced): Reimbursement		

CONTACT INFORMATION

DPS GRANTS CONTACT	RECIPIENT PROJECT DIRECTOR	
NAME: Les Martin	NAME: Josh Hoeing, Captain	
E-MAIL ADDRESS: les.martin@dps.mo.gov	ADDRESS: 1781 Zumbehl Rd.	
TELEPHONE: 573-526-8719	CITY, STATE AND ZIP CODE: St. Charles, Missouri 63303	
PROGRAM MANAGER: Joni McCarter	TELEPHONE: 636-949-3324	E-MAIL ADDRESS: josh.hoeing@stcharlescitymo.gov

SUMMARY DESCRIPTION OF PROJECT

The purpose of the Missouri Blue Shield Grant Program (MBSGP) is to provide funding to support the Missouri Blue Shield Program. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies that serve and protect our cities and towns. This program acknowledges local governments for their commitment to support local law enforcement efforts.

AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL APPROVAL	
TYPED NAME AND TITLE OF DPS OFFICIAL: Mark S. James, Director		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL: Dan Borgmeyer, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE

THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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GRANT PROGRAM	RECIPIENT
SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	St. Charles, Police Department
AWARD NUMBER	DATE
2026-MBSGP-171	10/01/2025

AWARD AGREEMENT

ARTICLES OF AGREEMENT

1. **Allowable Costs:** The recipient understands that only allowable items in the approved budget will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than the date identified in the "MBSGP Notice of Funding Opportunity (NOFO)". (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The recipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

2. **Award Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the DPS/OHS. No additional funding shall be awarded to a recipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.

3. **Award Document Changes:** In the event the DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

4. **Body Armor:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.

5. **Body Armor Policy:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.

6. **Body-Worn Camera Policy**: The recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.

7. **Buy American:** The recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

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8. **Buy Missouri:** The recipient also acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

9. **Change in Personnel:** The recipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.

10. **Compliance Workshop:** As a recipient of state funds, the recipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

11. **Contractual Services:** For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

    a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided.

    b. A copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.

12. **Criminal Activity:** The recipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

13. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

14. **Discrimination in Public Accommodations:** The recipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

15. **Duplication of Networks:** The recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if

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applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

16. **Duplicative Funding:** The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the recipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.

17. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

    In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

18. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

19. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. Expenditures for equipment shall be in accordance with the approved budget. The recipient shall use and manage equipment in accordance with its procedures if the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment following the DPS Administrative Guide.

20. **Fair Labor Standard Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.

21. **Federal Equitable Sharing Funds:** The recipient assures its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo, relating to participation in the

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federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.

22. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program as outlined in the "SFY 2026 MBSGP Notice of Funding Opportunity (NOFO)". Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the award.

23. **Fund Availability:** The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The recipient further understands and agrees that neither the

24. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "MBSGP Notice of Funding Opportunity", the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, and other applicable state laws or regulations.

25. **Grant Reporting:** Status reports are required to be submitted quarterly through the WebGrants system.

26. **Interoperability Equipment:** To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf. The Missouri Interoperability Center will review all communications equipment applications to ensure they comply with the Radio Interoperability Guidelines.

27. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

    a. Section 43.505 RSMo - Uniform Crime Reporting: Pursuant to Section RSMo 43.505.3, each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.

    b. Section 590.650 RSMo - Vehicle Stops Report: Pursuant to Section 590.650.3 RSMo, each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

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c. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.

d. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.

e. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

f. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.

28. **License Plate Readers (LPRs):** Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.

c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).

d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the

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information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

29. **Lobbying:** The recipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

30. **Missouri Office of Homeland Security, Division of Grants Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as Information Bulletins released by the DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS Grant programs.

31. **Monitoring:** The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

32. **Non-Disclosure Agreements:** The recipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this award, the recipient:

a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide

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prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.

33. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

34. **Procurement:** The recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

    a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

    b. Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

    c. Purchases estimated to total between $10,000 but less than $100.000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

    d. Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

    e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

    f. Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the DPS/OHS.

35. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the award was approved.

36. **Relationship:** The recipient agrees that it will represent itself to be an independent recipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

37. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and returned to

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the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

38. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The recipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

    (a) Submitted a claim that violates the False Claims Act; or
    (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

    Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must be reported to the DPS/OHS by one of the following methods:

    Mail: Missouri Department of Public Safety
    Office of Homeland Security
    Attn: DPS Grants
    P.O. Box 749
    1101 Riverside Drive
    Jefferson City, MO 65102-0749

    Email: dpsgrants@dps.mo.gov
    Fax: (573) 526-9012

    The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this award.

39. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

40. **Suspension/Debarment:** The recipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

41. **Suspension/Termination of Award:** The DPS/OHS reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the DPS/OHS, become property of the State of Missouri.

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42. **Texting While Driving:** The DPS/OHS encourages the recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

43. **Unlawful Employment Practices:** The recipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

AUTHORIZED OFFICIAL INITIALS

Docusign Envelope ID: 27A1494C-0769-436D-A234-D5415139234B

St. Charles Police Department License Plate Reader (LPR) Proposal

Completed by:
Captain Josh Hoeing
Operation Services
Completed August 31, 2025

Docusign Envelope ID: 27A1494C-0769-436D-A234-D5415139234B

Proposal Summary

The St. Charles Police Department is seeking approval for the allocation of up to $50,000 from the Blue Shield Community Grant Program to acquire new license plate reader (LPR) cameras for our community. This advanced technology has previously proven instrumental in the department's efforts to mitigate violent offenses and combat auto theft and DWI-related crimes. Unfortunately, one of the department's existing LPR's was rendered inoperable due to damage sustained in an incident, necessitating this request. This acquisition of new LPR's will enable the department to continue its proactive approach to crime prevention and enhance public safety within the community.

For the current year-to-date in 2025, the St. Charles Police Department's existing License Plate Reader (LPR) systems have scanned 14,121,312 license plates within city limits. Of these scans, 5,325 resulted in active alerts, identifying vehicles or individuals wanted in connection with various offenses, including violent crimes and auto theft, both locally and in surrounding jurisdictions. It is important to note that many of our current LPR systems employed by the department are mobile units installed on patrol vehicles. We currently have two (2) fixed LPR cameras within the city and are looking to add more to our major thoroughfares within the city.

During the period from 2021 to 2024, the department observed a significant reduction in criminal activity:

1. An 8% decrease in crimes against persons, encompassing homicide, sexual assault, aggravated assault, robbery and simple assault.
2. A 43% reduction in vehicle theft offenses.

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These statistics underscore the effectiveness of the LPR technology in supporting the department's crime prevention and law enforcement efforts.

The acquisition of new LPR cameras is expected to further enhance our crime reduction initiatives, particularly in addressing violent crimes, auto thefts, and traffic-related incidents. This versatile, stationary system offers the strategic advantage of being deployed to high-incident and well-traveled thoroughfares. By providing real-time data and potential investigative leads, the LPR cameras will significantly expand the department's capability of identifying and apprehending suspects; therefore, improving clearance rates of cases and maintaining our decreasing rate in criminal activity.

Background

The City of St. Charles Police Department consists of 122 sworn officers and an additional 44 non-sworn, civilian employees, including dispatchers, records clerks, and Police Service Officers. St. Charles is a vibrant city encompassing approximately 25 square miles, with 460 miles of roadways, and a population of over 70,000 residents. Thousands more commute to and work within the area daily. St. Charles occupies a unique geographical position, with its eastern border defined by the Missouri River. The city is connected to neighboring St. Louis County via three major highways with bridges: Interstate 70, Missouri Route 370 and Missouri Route 364. The city is also home to numerous large businesses and facilities, including: Ameristar Casino, Central States Coca Cola, SSM Saint Joseph Heath Center, and Boeing. These companies contribute significantly to the local economy and increase the potential for up to 3,735 employees traversing the city at any given time.[1] Additionally, St. Charles is home to

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Lindenwood University, an NCAA Division I institution. The university hosts nearly 7,000 students annually and employs 1,285 faculty and staff members, further contributing to the city's dynamic population.

The mission of the St. Charles Police Department is to provide the finest in full-service law enforcement in order to preserve peace, protect the innocent, and bring just to the criminal element. To fulfill our mission and serve our community effectively, the St. Charles Police Department relies on cutting-edge technological advancements in law enforcement and crime prevention. License Plate Recognition (LPR) technology is one of these critical tools and we have been utilizing this technology for over 10 plus years. Our department's commitment to utilizing these technological advancements enables us to enhance public safety, improve operational efficiency, and streamline investigative processes while making data-driven decisions.

Program Goals and Objectives

Since the implementation of LPR cameras (mobile and stationary), the amount of reads and hits obtained by the remaining LPR systems has steadily increased. As noted in the below table, the reads and hits has increased for the most part. It should be noted that in late 2022, one of our LPR camera systems was damaged and no longer operable. This is the reason there is a drop in both data points and also displays the importance of having the technology available to our community. It should also be noted that the large increase in 2025 is due to the implementation of our current fleet video camera system having the capability of serving as LPR cameras.

Table 1

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	2021	2022	2023	2024	2025 YTD	Change (%)
Reads	1,862,671	1,078,972	576,152	348,638	14,121,312	658%
Hits	9,371	8,128	2,988	1,023	5,325	-43%

The primary goal of our License Plate Recognition (LPR) camera program is to enhance our capabilities in deterring and resolving violent offenses, motor vehicle thefts, and driving while intoxicated (DWI) related crimes by having a stationary LRP system that has the capability of being installed in specific locations based on the needs of the community. The acquisition of additional LPR cameras is integral to achieving this goal, as it will significantly strengthen our department's ability to: 1) gather critical information and intelligence, 2) conduct proactive law enforcement operations, 3) improve response times to emerging threats, and 4) enhancement of overall public safety. By expanding our LPR infrastructure, we aim to increase the efficiency of our investigations, strengthen our ability at deterrence, use the data to improve decisions on the allocation of resources, and improve the capability of identifying and apprehending suspects promptly.

The correlation between the procurement of these new LPR cameras and our department's effectiveness in combating these priority crime areas is expected to be substantial. This technology will provide our officers with real-time, actionable intelligence, enabling a more strategic approach to law enforcement in our community.

The St. Charles Police Department will complete the implementation of new LPR cameras by achieving the following objectives: 1) securing grant funding and purchase a new LPR trailer, 2) continue to decrease the percentage of incidents involving violent offenses, auto

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thefts, and DWI-related incidents, 3) increase the rate of clearance of the aforementioned crimes by utilizing the data collected by the LPR technology.

Utilization and Performance Tracking

Currently, the St. Charles Police Department has seen decreasing percentages in not only violent offenses but thefts of vehicles since 2021. As can be seen in the table below, the department's vigilance in proactively investigating incidents with the assistance of LPR technology has contributed immensely to the deterrence, as well as clearance, of these offenses.

Table 2

Offense	2021	2022	2023	2024	Change (%)
Violent Offenses	807	790	645	653	-8%
Auto Theft	198	172	113	92	-43%
Traffic Crashes	1783	1764	1874	1781	-5%

The department will continue to emphasize the usage of the data obtained by having additional LPR cameras by its officers to proactively investigate offenses and bring said cases to a conclusion.

The efficacy of the License Plate Recognition (LPR) camera system and associated technology will be evaluated through a comparative analysis of incident rates and clearance rates for violent offenses, auto thefts, and DWI-related crimes. Monthly data will be extracted from the St. Charles Police Department's computer-aided dispatch (CAD) system to track incident statistics. These data points will facilitate the calculation of: 1) a running year-to-date percentage change average, benchmarked against the previous year and 2) a historical percentage change, computed against multiple preceding years.

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Concurrently, the number of "cleared" reports will be retrieved from the department's report writing and case management system. By comparing the total number of incidents per month against the number of cases marked as "cleared" within the same period, we will obtain a monthly clearance rate percentage. This process will allow for continuous monthly monitoring of both incident rates and clearance rates, and the computation of an overall year-to-date average clearance rate. Through this comprehensive analysis, we aim to quantifiably assess the impact of the LRP trailer system on both crime prevention/deterrence and case resolution efficiency.

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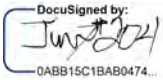
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Certificate Of Completion

Envelope Id: 27A1494C-0769-436D-A234-D5415139234B
Status: Sent
Subject: Complete with Docusign: Blue Shield Grant 2025.pdf, SKM_C554e25100315130.pdf, SKM_C554e25100315...
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Document Pages: 27
Signatures: 1
Envelope Originator:
Certificate Pages: 6
Initials: 5
Siobhan Morris
AutoNav: Enabled
Comments: yes
200 N Second St
EnvelopeId Stamping: Enabled
Saint Charles, MO, MO 63301
Time Zone: (UTC-06:00) Central Time (US & Canada)
siobhan.morris@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/6/2025 12:32:16 PM
Holder: Siobhan Morris
siobhan.morris@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Amber Pena amber.pena@stcharlescitymo.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/6/2025 12:44:09 PM Viewed: 10/7/2025 8:48:28 AM Signed: 10/7/2025 10:53:03 AM
Electronic Record and Signature Disclosure: Accepted: 10/7/2025 8:48:28 AM ID: 7fcafe5c-4bed-4672-98f4-0030a8bd578f		
Ray Juengst Ray.Juengst@stcharlescitymo.gov Chief of Police Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 2600:387:f:6e99::5 Signed using mobile	Sent: 10/7/2025 10:53:05 AM Viewed: 10/7/2025 11:45:15 AM Signed: 10/7/2025 11:45:26 AM
Electronic Record and Signature Disclosure: Accepted: 10/7/2025 11:45:15 AM ID: f21904c5-ec63-4eb3-a06a-b758ad52cf8b		
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: 10/7/2025 11:45:28 AM Viewed: 10/7/2025 11:45:53 AM Signed: 10/7/2025 11:46:19 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 10/7/2025 12:59:35 PM Viewed: 10/7/2025 12:59:58 PM Signed: 10/7/2025 1:00:00 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
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: 35.130.51.195	Sent: 10/7/2025 1:00:03 PM Viewed: 10/7/2025 1:01:07 PM Signed: 10/7/2025 1:01:46 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	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/7/2025 1:01:49 PM Resent: 10/7/2025 2:08:06 PM Resent: 10/9/2025 11:23:11 AM Resent: 10/15/2025 2:40:22 PM Resent: 10/16/2025 3:59:02 PM Viewed: 10/17/2025 8:17:40 AM Signed: 10/17/2025 8:17:53 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: 10/17/2025 8:17:56 AM Viewed: 10/17/2025 1:12:46 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		

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
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 10/7/2025 12:59:36 PM

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	10/7/2025 2:08:05 PM
Envelope Updated	Security Checked	10/7/2025 2:08:05 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

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.

Docusign Envelope ID: A32BB3B9-D07D-41B2-8BE6-33AB8F2A394A

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Jim Gremaud/Grace Capritta
Vendor Name & NWS#:	KOLB GRADING LLC/6595		
Description/Purpose:	Authorization to execute Change Order #3 with Kolb Grading LLC for the Riverpointe Mass Grading Project, in the amount of $2,741,780.00, total contract not to exceed $4,950,202.56.		
Account #:	410-502-502-873101 $1,625,000.00 430-502-502-873101 $ 458,176.30 517-502-535-873110 $ 658,603.70 (PNB)		
Project #:	24ENGST009		
Amount of this Routing:	$ 2,741,780.00	**Change PO #:**	2025365
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	TO COMPLETION	**Renewal Options:**	N/A
If Renewal or Amendment: C#	24-251	**Amendment #** 3	**Renewal #**
Original Contract Value:	$1,714,325.00	**Total of Previous Amendments:**	$494,097.56
Total Contract Value:	$4,950,202.56		

DS

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 10/10/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 10/13/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 10/14/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 10/14/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 10/14/2025
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: A32BB3B9-D07D-41B2-8BE6-33AB8F2A394A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): 3 **Sponsor(s):** CONSENT AGENDA

Description:
Authorization to execute Change Order #3 with Kolb Grading LLC for the Riverpointe Mass Grading Project, in the amount of $2,741,780.00, total contract not to exceed $4,950,202.56.

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

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

Summary:
This Change Order provides fill material and grading work to raise the elevation of almost all of the developable land within the 60 acres of Riverpointe Phase 2 and about 5 acres of Riverpointe Phase 3, which is about two feet above the 500 year flood elevation for the Missouri River.

See attached plan sheet for specific location of work as well as fill and grading quantities and contours.

Staff recommends approval of this Change Order.

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

Fiscal Impact: 2,741,780.00 **Change PO #:** 2025365

Account #: 410-502-502-873101 $1,625,000.00
430-502-502-873101 $ 458,176.30
517-502-535-873110 $ 658,603.70 (PNB)

Project #: 24ENGST009

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

Docusign Envelope ID: A32BB3B9-D07D-41B2-8BE6-33AB8F2A394A



CITY OF SAINT CHARLES
EST 1809
MISSOURI
Department of Public Works
Engineering Division

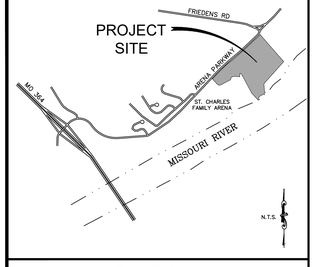
Riverpointe Phase 1B
Location Map

Docusign Envelope ID: A32BB3B9-D07D-41B2-8BE6-33AB8F2A394A

RIVER POINTE PHASE 2

A TRACT OF LAND BEING PART OF BLOCKS 9 AND 11
OF THE COMMONS OF ST. CHARLES,
TOWNSHIP 46 NORTH, RANGE 5 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
ST. CHARLES COUNTY, MISSOURI

MASS GRADING PLAN

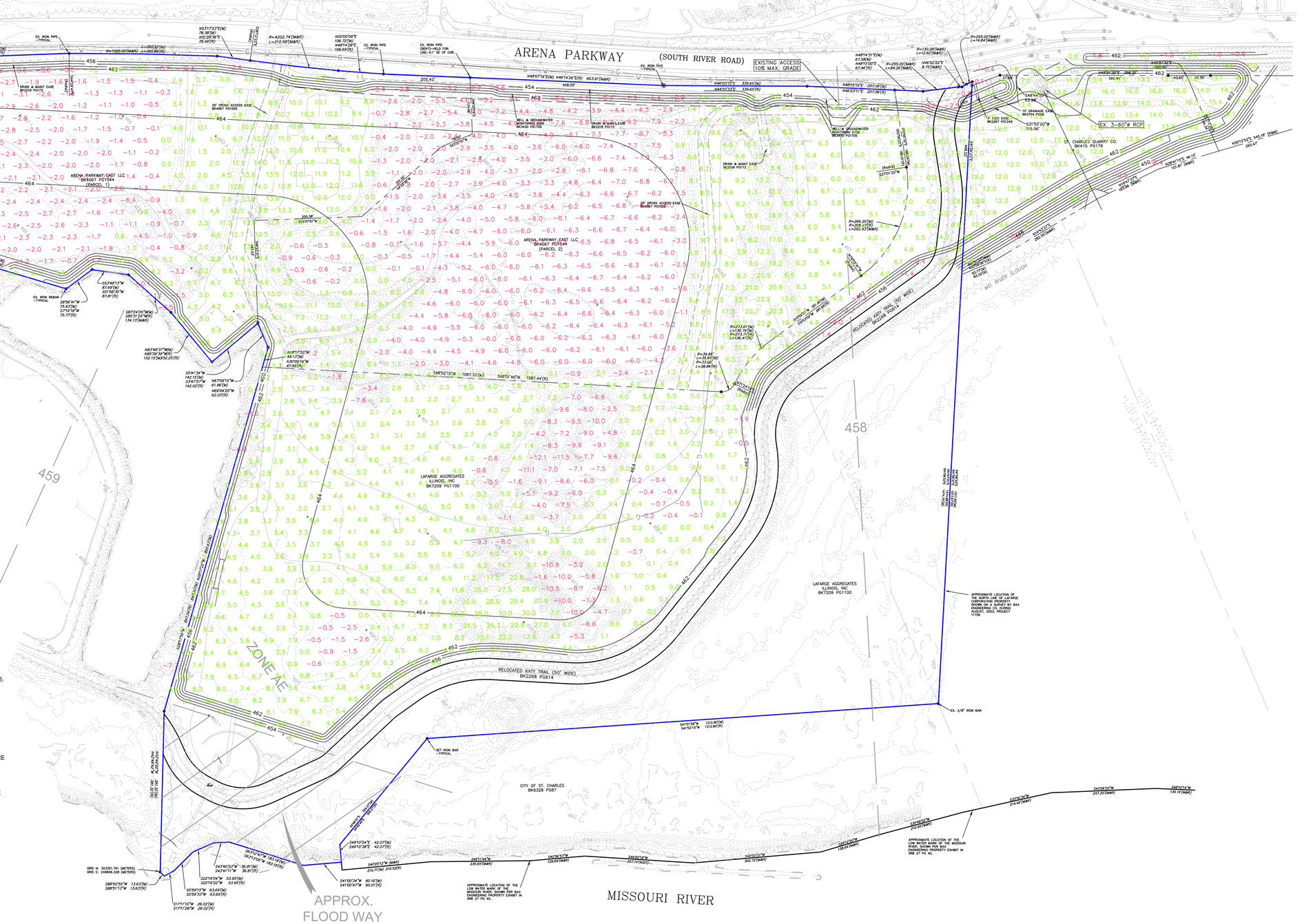


LOCATION MAP

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



FLOOD INFO:

EFFECTIVE FIRM MAP # 29183C0269G
DATED 1/20/2016
100-YEAR B.F.E. = 458.00 - 459.00
500-YEAR B.F.E. = 461.00 - 462.00

ROUGH EARTHWORK ESTIMATE:

BULK CUT = 130,000 c.y. ±
BULK FILL = 447,000 c.y. ± (15% SHRINK)
TOTAL = 317,000 c.y. ± (IMPORT)

GENERAL NOTES

1. EXISTING BOUNDARY PROVIDED BY OTHERS. TOPOGRAPHIC CONTOURS FROM AERIAL SURVEY PERFORMED BY SURDEX A BOWMAN COMPANY, DATED 5/30/2025. PLAN SUBJECT TO AN ACTUAL TOPOGRAPHIC SURVEY.
2. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM BEST AVAILABLE RECORDS. THEREFORE, THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES, STRUCTURES AND UTILITIES MUST BE CONSIDERED APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION AND THE EXISTENCE OF ANY NOT SHOWN.
3. THIS PLAN IS FOR THE EXCLUSIVE USE OF CITY OF ST. CHARLES. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION BUT RATHER FOR CONCEPT AND QUANTITY TAKE-OFFS. NO UTILITY RESEARCH OR COORDINATION HAS BEEN PERFORMED BY STOCK & ASSOCIATES.
4. THIS PLAN IS SUBJECT TO ALL LOCAL, STATE AND FEDERAL REGULATIONS. THERE HAS BEEN NO WETLAND DELINEATION, GEOTECHNICAL OR ENVIRONMENTAL DATA PROVIDED TO THIS ENGINEER PRIOR TO DESIGNING THIS PLAN.
5. NO UTILITY MEETINGS HAVE BEEN PERFORMED TO VERIFY EXISTING OR PROPOSED UTILITY FACILITIES AS WELL AS CONFIRMATION OF DESIGN REQUIREMENTS FOR THIS SITE. ALL PROPOSED UTILITY CONNECTIONS AND SITE DESIGN ELEMENTS SUBJECT TO REVIEW AND APPROVAL BY EACH RESPECTIVE AGENCY HAVING JURISDICTION OVER THIS SITE.

Prepared For:
City of St. Charles, MO
200 North 2nd Street
2nd Floor, Room 202
St. Charles, mo 63301
attn: James E. Gillam, PE
James.Gillam@stcharlescitymo.com

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO. 63005 PH. (636) 530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

CUT-FILL PLAN FOR:
RIVER POINTE PHASE 2 - MIXED USE
ST. CHARLES, MISSOURI

9/24/2025

GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

DRAWN BY:	CHECKED BY:
T.S.	G.M.S.
DATE:	JOB NO:
7/23/2025	224-7712.1

SHEET TITLE:
CUT-FILL PLAN

SHEET NO.:
EW-1

G:\PROJECTS\2022\224-7712.1 RIVER POINTE PHASE 2\Engineering\Civil\Sheets\EW-1 CUT-FILL PLAN.dwg, 9/24/2025 8:43:53 AM, George Stock, 1:1, 1:1, Default, Default, Default

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Department of Engineering

Memorandum

To: Dan Mann, Director of Engineering

From: Jim Gremaud

Date: 10/01/2025

CC: Jim Gillam

Subject: 24ENGST9 Riverpointe Phase 1B Mass Grading
Change Order #3 – Description and Reason for Change
Kolb Grading

Line No.'s 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45:

This Change Order provides fill material and grading work to raise the elevation of almost all of the developable land within the 60 acres of Riverpointe Phase 2 and about 5 acres of Riverpointe Phase 3 about two feet above the 500 year flood elevation for the Missouri River. See attached plan sheet for specific location of work as well as fill and grading quantities and contours.

Included with the filling and grading work is the incidental work items needed to accomplish this task, including traffic control, building demolition, SWPPP items, trash removal from the site and other necessary work. Some additional storm sewer work, filling work and the relocation of the KATY trail will be necessary to get all of this ground "pad ready", however further design work is needed before we can get final costs together for that work. An additional Change Order will be forthcoming.

The unit pricing for the 280,000 CY's of fill material in this Change Order was provided in an Add Alternate request at the time the original Riverpointe Phase 1B Mass Grading job was bid on 10/10/2024. Some of the other unit pricing was carried over to this project from the original bid and the pricing on other items was negotiated. All unit pricing is recommended for approval by Engineering.

Much of this work will be completed in 2025 with the remainder of work completed in the Spring of 2026.

200 North Second Street, Saint Charles, MO 63301 Ph: 636.949.3237 Fax: 636.940.4601
E: engineering@stcharlescitymo.gov www.stcharlescitymo.gov

Docusign Envelope ID: A32BB3B9-D07D-41B2-8BE6-33AB8F2A394A

24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING
CHANGE ORDER NO. 3

Contract Number: C24-251

Bid Number 4751

PROJECT: 24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING

OWNER: City of St. Charles, Missouri

CONTRACTOR: KOLB GRADING, LLC

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

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

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANTITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY TO BE CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
32	CO #3-1	PHASE 2A MOBILIZATON	LS	0	1	1	$ 12,500.00	$ 12,500.00	
33	CO #3-2	PHASE 2A AS-BUILT PLANS	LS	0	1	1	$ 15,000.00	$ 15,000.00	
34	CO #3-3	PHASE 2A TRAFFIC CONTROL	LS	0	1	1	$ 45,500.00	$ 45,500.00	
35	CO #3-4	PHASE 2A SWPPP - MAINTENACE	LS	0	1	1	$ 8,500.00	$ 8,500.00	
36	CO #3-5	PHASE 2A TEMPORARY SEED	ACRE	0	40	40	$ 2,500.00	$ 100,000.00	
37	CO #3-6	PHASE 2A SILT FENCE/SILT SOCK EMBANKMENT IN PL	LF	0	9246	9246	$ 4.50	$ 41,607.00	
38	CO #3-7	PHASE 2A FENCE DEMOLITION	LF	0	5300	5300	$ 7.66	$ 40,598.00	
39	CO #3-8	PHASE 2A BUILDING DEMOLITION	LS	0	1	1	$ 62,245.00	$ 62,245.00	
40	CO #3-9	PHASE 2A TRASH/DEBRIS/UNSUITABLE REMOVAL	LS	0	1	1	$ 8,755.00	$ 8,755.00	
41	CO #3-10	PHASE 2A SCALE DEMOLITION	LS	0	1	1	$ 4,450.00	$ 4,450.00	
42	CO #3-11	PHASE 2A UTILITY DEMOLTION STORM SEWERS	LF	0	369	369	$ 35.00	$ 12,915.00	
43	CO #3-12	PHASE 2A ONSITE EXCAVATION	CY	0	130000	130000	$ 4.20	$ 546,000.00	
44	C0 #3-13	PHASE 2A EMBANKMENT IN PLACE (CONTRACTOR FURNISHED)	CY	0	280000	280000	$ 5.80	$ 1,624,000.00	
45	CO #3-14	PHASE 2A ACCESS ROADS & STREET CLEANING	DAY	0	127	127	$ 1,730.00	$ 219,710.00	
							TOTAL	$ 2,741,780.00	$0.00

ORIGINAL CONTRACT AMOUNT	$1,714,325.00
PREVIOUS CHANGE ORDER AMOUNT	$ 494,097.56
CHANGE ORDER #3 AMOUNT	$2,741,780.00
TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER	$ 4,950,202.56

Kolb Grading LLC
CONTRACTOR

Kaylen Krause 10/1/25
By: Date

City of St. Charles, Missouri
OWNER

By: Daniel J. Borgmeyer Date
Mayor

ATTEST:
Angie Mutert 10-1-25
By: Date

ATTEST:

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 10/14/2025
C5E83E6A0BE40D...
Director of Finance Date

Jennifer O'Connor

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

Contract Number: C24-251

Bid Number 4751

PROJECT: 24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING

OWNER: City of St. Charles, Missouri

CONTRACTOR: KOLB GRADING, LLC

On this 17 day of JULY, 2025, it is hereby agreed by and between the Owner (City) and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on October 24th, 2024.

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

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

ORIGINAL CONTRACT AMOUNT	$1,714,325.00
PREVIOUS CHANGE ORDER AMOUNT	$ 267,700.00
CHANGE ORDER #2 AMOUNT	$ 226,397.56
TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER	$ 2,208,422.56

Kolb Grading LLC
CONTRACTOR

By: Adam Jenkins 6/26/25 Date

ATTEST:
Angie Mutert 6/26/25
By: Date

City of St. Charles, Missouri
OWNER

DocuSigned by:
Daniel J. Borgmeyer 7/17/2025
8D36AFB1A1BD439...
By: Daniel J. Borgmeyer Date
Mayor

ATTEST:

DocuSigned by:
Kimberly Hudson 7/17/2025
70E399BA7AAF426...
City Clerk Date
Kimberly Hudson

DS

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 7/7/2025
C5EB3E8A49BE40D...
Director of Finance Date
Jennifer O'Connor

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

Contract Number: C24-251

Bid Number 4751

PROJECT: 24ENGST9 RIVERPOINTE PHASE 1B MASS GRADING

OWNER: City of St. Charles, Missouri

CONTRACTOR: KOLB GRADING, LLC

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

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

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

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

Kolb Grading
CONTRACTOR

Jeffrey Kolb 3/4/25
By: Date

ATTEST:

Michael Kolb 3/4/25
By: Date

City of St. Charles, Missouri
OWNER

DocuSigned by:
Daniel J. Borgmeyer 3/19/2025
8D26AFB7A7BD439...
By: Daniel J. Borgmeyer Date
Mayor

ATTEST:

DocuSigned by:
Kimberly Hudson 3/19/2025
70E399BA7AAF426...
City Clerk Date
Kimberly Hudson

DS

CERTIFICATE OF DIRECTOR OF FINANCE

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

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

Docusign Envelope ID: A32BB3B9-D07D-41B2-8BE6-33AB8F2A394A

CONTRACT

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

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

ARTICLE 1. Contract Documents

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

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

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

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

ARTICLE 2. Scope of Work

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

ARTICLE 3. Term of Contract

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

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

C. The work will be substantially completed **within 160 calendar days** after the date when the Contract Times commence to run as provided in **Paragraph 2.5.02 of the General Conditions**, and completed and ready for final payment **within 190 calendar days** after the date when the Contract Times commence to run.

D. If the Contractor fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the Contractor and the City, the Contractor shall pay to the City not as a penalty but as liquidated damages the sum of **Nine Hundred and Fifty Dollars and no cents ($950.00)** per day for each and every calendar day beyond the date on which completion was

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

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

ARTICLE 4. The Contract Sum

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

ARTICLE 5. Payment

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

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

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

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

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

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

ARTICLE 6. Final Payment

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

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

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

ARTICLE 7. Contractor's Representations

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

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

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

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

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

D. The Contractor has carefully studied all:

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

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

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

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

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

3. the Contractor's safety precautions and programs.

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

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

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

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

ARTICLE 8. Termination

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

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

ARTICLE 9. Performance and Payment Bonds

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

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

ARTICLE 10. Insurance

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

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

1. claims under workers' compensation, disability benefits or other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of the insured's employees;

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

4. claims for damages which are sustained:

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

b. by any other person for any other reason.

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

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

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

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

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

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

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

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

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

i. State: Statutory limit

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

iii. Employer's Liability: $3,000,000 Each Accident
$3,000,000 Disease per Employee

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

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

i. General Aggregate: $3,000,000

ii. Products – Completed operations Aggregate: $3,000,000

iii. Personal and Advertising Injury: $1,000,000

iv. Each Occurrence
(Bodily Injury and Property Damage): $1,000,000

v. Excess or Umbrella Liability
General Aggregate: $5,000,000
Each Occurrence: $5,000,000

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

i. Bodily Injury:
Each Person: $3,000,000
Each Accident: $3,000,000

ii. Property Damage:
Each Accident: $3,000,000

iii. Combined Single Limit of: $3,000,000

iv. The policy shall include a CA 99 48 Broadened Pollution Endorsement. The Contractor, if hauling contaminants or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage form MCS-90.

d. Property Liability (Builder's Risk)

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

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

i. Bodily Injury:
Each Person: $3,000,000
Each Accident: $3,000,000

ii. Property Damage:
Each Accident: $3,000,000
Annual Aggregate: $3,000,000

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

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

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

i. Limit of Liability:

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

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

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

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contractor may be correcting, removing, or replacing defective work in accordance with **Paragraph 2.7.01 of the General Conditions**; and

5. include completed operations coverage:

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

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

ARTICLE 11. Indemnification

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

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

ARTICLE 12. Dispute Resolution

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

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

ARTICLE 13. Prevailing Wage

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

ARTICLE 14. Miscellaneous Terms and Conditions

A. Project Management Manual. Contractor shall comply with the City of St. Charles, Missouri, Project Management Manual in the performance of the work pursuant to this Contract.

B. Governing Law; Choice of Forum. This Contract and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law's provisions. The City and Contractor agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri and waive any objections based upon venue or forum non convenes or otherwise. Contractor specifically acknowledges that R.S.Mo. Section 70.320 shall not apply to any action brought regarding this Contract. Contractor specifically acknowledges that R.S.Mo. Section 508.050 shall apply exclusively to any action brought regarding this Contract. This section of the Contract shall survive termination of this Contract.

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

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

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executed by the Parties.

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

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

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

2. To City:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:

Kolb Grading LLC

10/24/24

By: Authorized Signatory Date

Janet Kolb, President

Printed Name of Authorized Signatory

Corporate Attest:

Signature Date

Printed Name

City:

CITY OF SAINT CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer 11/7/2024
8D36AFB1A1BD439...

By: Dan Borgmeyer, Mayor Date

Attest:

DocuSigned by:
Kimberly Hudson 11/7/2024
70E399BA7AAF426...

City Clerk Date

DS

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CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 10/31/2024
C5FB3E8A40BE40D...

Director of Finance Date

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ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF_____)
)
COUNTY (AND/OR CITY) OF_____)

On this_____day of_____in the year_____before me, _____ (name of notary), a Notary Public in and for said state, personally appeared _____ (name of officer), _____ (title of person, president, vice president, etc.) of _____ (name of corporation), known to me to be the person who executed the within_____(type of document) in behalf of said corporation and acknowledged to me that he or she executed the same for the purposed therein stated.

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

_____
Notary Public

My Commission Expires: _____

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ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A LIMITED LIABILITY COMPANY

STATE OF Missouri)
)
COUNTY (AND/OR CITY) OF St Charles)

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

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

Angela M Mutert
Notary Public

ANGELA MARIE MUTERT
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES OCTOBER 7, 2028
ST. CHARLES COUNTY
COMMISSION #12620121

My Commission Expires: 10-7-28

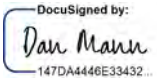
Certificate Of Completion

Envelope Id: A32BB3B9-D07D-41B2-8BE6-33AB8F2A394A
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_24ENGST009 Riverpointe Mass Grading KOLB
Source Envelope:
Document Pages: 27
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
10/8/2025 12:09:47 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:  147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.188.246 Signed using mobile	Sent: 10/8/2025 12:24:42 PM Viewed: 10/10/2025 9:41:23 AM Signed: 10/10/2025 10:10:05 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: 35.130.51.195	Sent: 10/10/2025 10:10:09 AM Resent: 10/10/2025 12:57:35 PM Viewed: 10/10/2025 2:26:22 PM Signed: 10/10/2025 2:27:56 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: 10/10/2025 2:28:00 PM Viewed: 10/13/2025 12:09:46 PM Signed: 10/13/2025 12:10:53 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: 10/13/2025 12:10:58 PM Viewed: 10/13/2025 12:16:24 PM Signed: 10/13/2025 12:19:35 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: 10/13/2025 12:19:38 PM Viewed: 10/14/2025 10:01:36 AM Signed: 10/14/2025 10:01:59 AM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/14/2025 10:02:02 AM Viewed: 10/14/2025 11:38:42 AM Signed: 10/14/2025 11:38:54 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: 10/14/2025 11:38:58 AM Viewed: 10/14/2025 11:47:48 AM Signed: 10/14/2025 11:48:00 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: 10/14/2025 11:48:03 AM Viewed: 10/14/2025 12:55:19 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: 10/14/2025 11:38:57 AM Viewed: 10/14/2025 11:41:26 AM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 12:24:42 PM

Payment Events	Status	Timestamps

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Jonathan Silver/Grace Capri
Vendor Name & NWS#:	GEORGE BUTLER ASSOCIATES INC / #146		
Description/Purpose:	Authorization to execute Supplemental Agreement #3 with George Butler Associates (GBA) for the Second Street Reconstruction Project, in the amount of $167,457.31, total contract not to exceed $573,885.14.		
Account #:	204-502-502-873101 - $167,457.31		
Project #:	21STR4		
Amount of this Routing:	$ 167,457.31	**Change PO #:**	2025317
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	To Completion	**Renewal Options:**	N/A
If Renewal or Amendment: C#	C22-031	**Amendment #** 3	**Renewal #**
Original Contract Value:	$ 392,822.25	**Total of Previous Amendments:**	$ 13,605.58
Total Contract Value:	$ 573,885.14		

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 10/10/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 10/13/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 10/14/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 10/14/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 10/14/2025
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: DE42EDF0-DAFA-425D-B964-B465353BFA10

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): 2 **Sponsor(s):** CONSENT AGENDA

Description:
Authorization to execute Supplemental Agreement #3 with George Butler Associates (GBA) for the Second Street Reconstruction Project, in the amount of $167,457.31, total contract not to exceed $573,885.14.

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

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

Summary:
Due to the large number of construction projects going on in the City, construction inspection services were requested for the Second Street Reconstruction Project to help supplement the City inspection staff. This supplemental agreement will add this additional scope to George Butler Associates contract.

Staff recommends approval of this Supplemental Agreement

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 167,457.31 **Change PO #:** 2025317
Account #: 204-502-502-873101 - $167,457.31

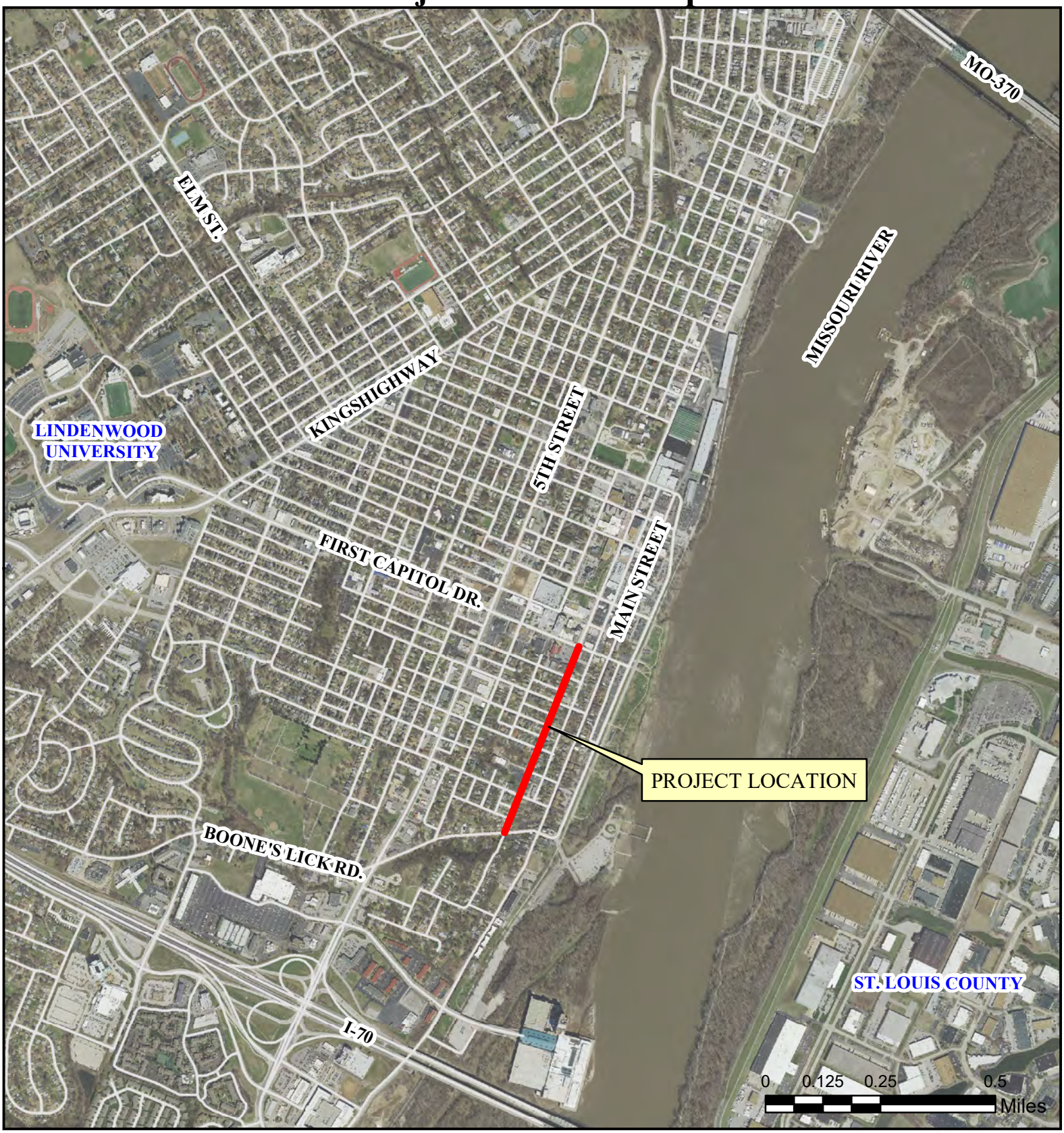
Project #: 21STR4

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

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

Attachment A1

Second Street Reconstruction
Project Location Map



DISCLAIMER: This map is based on information maintained by the City of St. Charles, Missouri. The City does not warrant or guarantee the accuracy or completeness of the information shown. It is the responsibility of the user of this information to verify independently its accuracy and completeness. By using this information, the user waives any and all claims against the City of St. Charles, Missouri, arising from such use.

N

DATE: 1/14/2020

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 3 to the Engineering Services Contract made and entered into this 4th day of September, 2025 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **George Butler Associates, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on February 4th, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Second Street Reconstruction Project", hereinafter "PROJECT". The original contract value was $392,822.25 with two previous supplemental agreements adding to a grand total of $406,427.83.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 3 Scope and Fee as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed $167,457.31

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 Attachment A of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $167,457.31.

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 B) in addition to the Schedule of Fees and Hourly Rates described in Attachment B 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 $406,427.83 to $573,885.14.

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, INC.

GEORGE BUTLER ASSOCIATES, INC.

09/09/2025

Signature Date

_Mike Erdtmann, Principal_____
Printed Name

ATTEST:

09-08-2025

Signature Date

Matt Graviett
Printed Name

CITY OF ST. CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

ATTEST:

City Clerk Date

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, 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
C5FB3E8A40BE40D...

10/14/2025

Director of Finance Date
Jennifer O'Connor

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

Attachment A

Supplemental Agreement No. 3
Scope of Engineering Services
City of St. Charles, Missouri

PROJECT DESCRIPTION

The additional services being provided include construction inspection and administration for the Second Street Reconstruction Project.

SCOPE OF SERVICES

A. Provide part-time construction inspection and administration.

B. Additional shop drawing review and answer RFIs.

FEE ESTIMATE

The estimated fee to complete these additional design services is $167,457.31 A task & hours breakdown for this revised fee estimate can be found in **Attachment C.**

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

GBA

Attachment B

ESTIMATED COST PLUS FIXED FEE
STP-5414(640)
2nd Street Reconstruction
8/11/2025

Direct Labor

	Hours		Rate		Total Labor
Principal	4	$	95.00	$	380
Sr. Assoc	0	$	-	$	-
Associate	0	$	-	$	-
Project Leader	80	$	62.00	$	4,960
Sr. AES	0	$	-	$	-
Sr Const Observ	924	$	45.00	$	41,580
Senior Admin	24	$	31.00	$	744
Subtotal	**1,032**			$	**47,664.00**
TOTAL LABOR	1,032			$	47,664.00
Overhead on Direct Labor @ 199%				$	94,851.36
FCCM @ 0.76%				$	362.25
Fixed Fee @ 14.3%				$	20,379.70

Expenses

Vehicle Expense (200 project site trips @ 30 miles round trip @ $0.70/mi)	$	4,200.00
Subtotal	$	**4,200.00**

TOTAL ESTIMATED FEE	**$**	**167,457.31**

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

JOB COST ESTIMATING FORM

George Butler Associates, Inc.
MoDOT Proj. No. STP-5414(640)
2nd Street Reconstruction

Attachment C

	CLASSIFICATION	Principal	Sr. Assoc	Associate	Project Leader	Sr. AES	Sr Const Observ	Senior Admin	Total Hours per Task
Task 1 - Construction Period Services									
1	Set up documentation (Diary, plan/contract review, LPA Construction Review)				4		12		
2	Shop Drawing Review				8				
3	General project management and coordination (Meetings, phone calls, emails, invoices, etc)	4			40		60	24	
4	Daily Inspection (Part-Time)(207 Working Days Assumed)				20		828		
5	Punchlist & Inspection of Remedial Work				4		16		
6	Compile final paperwork for MoDOT & City approval				4		8		
Task 1 - Subtotal		**4**	**0**	**0**	**80**	**0**	**924**	**24**	**1032**
	Total:	**4**	**0**	**0**	**80**	**0**	**924**	**24**	**1032**

Assumptions

1 No Materials Lab testing will be performed as part of these services
Assumed project construction schedule = September 1st, 2025 - September 30th, 2026
Partial winter shutdown between December 15th, 2025-February 28th, 2026. (assumed 16 working days during winter months)
Some inspection hours included during shutdown for demo or utility work
Assumed 30 weather days where no work will be performed (outside of winter shutdown)
City is responsible for all LPA documentation except for daily construction diary
If construction timeline differs from these assumptions, adjustments to fee will be requested

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 2 to the Engineering Services Contract made and entered into this 5th day of September, 2023 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **George Butler Associates, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on February 4th, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Second Street Reconstruction Project", hereinafter "PROJECT". The original contract value was $392,822.25.

WHEREAS, on January 6th, 2023, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $8,594.04 for a total contract value of $401,416.29.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 2 Scope and Fee as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Five Thousand and Eleven Dollars and Fifty-Four cents ($5,011.54).

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 (Schedule B) 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 $5,011.54.

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 (Schedule C) 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 $401,416.29 to $406,427.83.

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, INC.

GEORGE BUTLER ASSOCIATES, INC.

9/5/2023

Signature Date

John Cooper

Printed Name

ATTEST:

9/6/2023

Signature Date

Matthew Graviett

Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer
8D36AFBTA1BD439...

9/13/2023

Daniel J. Borgmeyer, Mayor Date

DS

ATTEST:

DocuSigned by:
Kim Hudson
70E39VBA7AAA426...

9/13/2023

City Clerk Date

Kim Hudson

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, 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
C5FB3E8A40BE40D...

9/13/2023

Director of Finance Date
Jennifer O'Connor

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

EFK•Moen
Civil Engineering Design

2nd Street
City of St. Charles
Additional Exhibits

	Hours		Cost
Surveys	52	$	1,747.74
Total Hours	52		$1,747.74
		Overhead 151.53%	$2,648.35
		Subtotal	**$4,396.09**
		Fixed Fee 14%	$615.45
		Subtotal	**$5,011.54**

CONTRACT CEILING **$5,011.54**

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

EFK Moen, LLC Hours
June 13, 2023
Surveying

2nd Street
City of St. Charles

	Survey-hours					
Task Description	Surveying Manager/PLS	Survey Technician	Senior Survey Crew Chief	Intermediate Instrument Operater	Total Hours	Total Cost
	$ 73.12	$ 32.03	$ 37.98	$ 26.52		
Surveying Services						
Exhibits/Legals Descriptions (10 Parcels)	2	50			52	$ 1,747.74
Total Survey-hours	2	50	-	-	52	
Hourly Salary	$73.12	$32.03	$37.98	$26.52		
Total Cost	$ 146.24	$ 1,601.50	$ -	$ -		$ 1,747.74

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 1 to the Engineering Services Contract made and entered into this 6th day of January, 2023 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **George Butler Associates, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on February 4th, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Second Street Reconstruction Project", hereinafter "PROJECT". The original contract value was $392,822.25.

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 Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed $8,594.04

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 Attachment A of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $8,594.04

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 B) in addition to the Schedule of Fees and Hourly Rates described in Attachment B 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 $392,822.25 to $401,416.29.

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, INC.

GEORGE BUTLER ASSOCIATES, INC.

1/9/2023
Signature Date

_John Cooper, Vice President_____
Printed Name

ATTEST:

01/09/23
Signature Date

Matthew Graviett
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer
8D36AF51A1BD439...
1/31/2023
Daniel J. Borgmeyer, Mayor Date

DS

ATTEST:

DocuSigned by:
Laura Whitehead
B5798C2930874AC...
1/31/2023
Laura Whitehead, City Clerk Date

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
GEORGE BUTLER ASSOCIATES, 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
C5EB3E8A40BE40D...

1/30/2023

Director of Finance Date

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

Attachment A

Supplemental Agreement No. 1
Scope of Engineering Services
City of St. Charles, Missouri

PROJECT DESCRIPTION

The additional services being provided include tasks to complete a Phase I Cultural Resources Survey required by MoDOT to approve the Request for Environmental Review. This is a requirement for the City to receive an "A" Date from MoDOT. GBA has subcontracted with Trileaf to help meet the requirements set by MoDOT.

SCOPE OF SERVICES

A. Coordination with Trileaf for Phase I Survey. Provide plan drawings and any relevant design information.

B. Coordination with MoDOT and the City of St. Charles

C. Detailed Trileaf proposal is included in this Attachment A.

FEE ESTIMATE

The estimated fee to complete these additional design services is $8,594.04. A task & hours breakdown for this revised fee estimate can be found in **Attachment C.**

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TRILEAF
environmental architecture engineering
1515 Des Peres Road, Suite 200, Saint Louis, Missouri 63131 - 314.997.6111 - www.trileaf.com

December 2, 2022

Todd Trotter, Senior Associate
George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, Kansas

RE: Phase I Cultural Resources Survey for the "Second Street Reconstruction" Local Public Agency (FHWA) Project, City of St. Charles, St. Charles County, Missouri

Dear Mr. Trotter,

Thank you for the opportunity to submit the following proposal for professional cultural resources services to George Butler Associates, Inc. (GBA) in response to the proposed "Second Street Reconstruction" Local Public Agency (LPA) Project (Project). We believe Trileaf is uniquely suited to provide you these services for the following reasons:

- Trileaf has completed over **4,400** cultural resources investigations and over **180** archaeological monitoring jobs nationwide since January 2017.
- Trileaf has completed over **400** cultural resources projects in the state of Missouri, receiving both SHPO and Tribal Historic Preservation Office (THPO) clearance.
- Trileaf's St. Louis based cultural resources team includes Secretary of the Interior (SOI)-qualified professionals in archaeology, history, and architectural history. Our St. Louis staff is ideally located to complete this project efficiently and cost effectively.
- Our locally experienced staff is prepared to handle any nuances and complexities that may arise during your project to maintain our promised timelines.
- Jane Lybarger, M.A., RPA, will serve as Project Manager and your single point of contact, overseeing all aspects of your Project from end to end. Ms. Lybarger has over **17 years** of experience working throughout Missouri, including experience working as an archaeologist with both the Missouri Department of Transportation and Missouri State Parks.
- Sean Stretton, M.S., RPA, will serve as the Field Director and has worked throughout Missouri and Illinois for the last **20 years**.

PROPOSAL

The proposed Project is understood by Trileaf to consist of more than one (1) acre of ground disturbance associated with the construction of new, full-depth asphalt pavement, concrete curb/gutter, and continuous 5'/6' sidewalk on both sides of Second Street, traveling between First Capitol Drive and Boone's Lick Road (0.434 miles) in the City of St. Charles, St. Charles County, Missouri. This project will require 0.76-acres of temporary construction easements (TCE) and an estimated 0.28-acres of additional right-of-way (ROW) along existing sidewalks. Additional improvements will include:

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- Construction of a retaining wall on the west side of Second Street between Boone's Lick Road and Chauncey Street, between Chauncey Street and McDonough Street, and between Water Street and Perry Street.
- Removal and replacement of two (2) residential staircases: one concrete staircase at Lot 17, north of the intersection of Second and Water Streets; one wooden/concrete staircase at Lot 31, just south of the intersection of Second and Pike Streets.
- Removal and replacement of the modern block wall located at Lot 24 and landscaping rock at Lot 22
- Minor (6") saw cutting of the toe of a rock slope at Lot 52 for sidewalk widening

Based upon the Trileaf's understanding of the Project as described above, the proposed cultural resources survey will be designed to include the identification of all historic properties—both archaeological and built environment resources—within all areas of potential effects (APE) for the project. After Trileaf's review of the Project plans, as well as preliminary consultations with both GBA and review staff from MoDOT, Trileaf proposes to complete the following tasks:

Records Check and Literature Review

Prior to the field survey for the Project, Trileaf will conduct a literature review to collect data on any known historic properties—both archaeological and built environment—within the APE for the project.

To address the archaeological site probability and context for the Project area, Trileaf will review records and site file data from the Missouri State Historic Preservation Office (MO SHPO) for a one-mile research radius from all elements associated with the current undertaking. This records search will be conducted via the Missouri Department of Natural Resources (MoDNR) Archaeology Viewer on-line GIS database and in consultation with the MO SHPO.

Trileaf will also conduct archival research to determine the age and potential significance of all built environment resources that may be located within the APE for the Project, which consists of a 50-foot buffer around any new ROW, permanent easements, or TCE associated with the Project. To identify and assess built environment resources within the Project's APE, Trileaf will consult archival sources including, but not limited to, historical fire insurance maps (Sanborn and/or Whipple), city directories, census data, topographic maps, plat maps, aerial photography, St. Charles County tax assessor data, and previous architectural survey data as available. While many of these sources of historical information may be available online, Trileaf may also consult historical repositories in St. Louis and St. Charles as needed.

Phase I Archaeological Survey

Trileaf will conduct a Phase I archaeological survey for the project's area of direct effects (APE-DE). Trileaf understands that the APE-DE for the project will be limited to those areas of the corridor that require construction-related ground disturbance that exceeds 12 inches in depth as shown in the table below:

PRELIM PLANS PARCEL NO.	BEGIN STA	END STA	SIDE	DESCRIPTION	LENGTH FROM STA (LF)	MAX DEPTH (FT)
2	100+75.00	101+15.00	LT	RETAINING WALL	40.00	2.0
5	101+46.40	101+96.00	LT	DRIVEWAY & RETAINING WALL	13.60	2.0
3, 6	101+99.70	102+45.00	RT	SIDEWALK	45.30	1.3
7	102+50.00	103+45.00	LT	RETAINING WALL	95.00	3.0
9	103+59.40	104+84.12	LT	RETAINING WALL	124.72	4.8
17, 20	108+28.51	110+55.00	LT	RETAINING WALL	226.49	3.7
22	110+35.00	110+55.00	RT	RETAINING WALL	20.00	4.8
29, 31	112+70.00	113+50.00	RT	RETAINING WALL	80.00	2.3
				TOTAL LF	**645.11**	

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

This survey will incorporate both precontact and historical archaeology. The goals for Phase I Archaeological survey include:

- Identifying all archaeological resources within the APE-DE and documenting their specific archaeological contexts.
- Subsurface testing to assess previous ground disturbance as well as any intact soils with the potential to yield archaeological data within the APE-DE. Shovel test pits (STPs) will be excavated in intervals of at least 15 meters for all Project areas that have less than 25 percent surface visibility, per MO SHPO guidelines.
- Make recommendations regarding the integrity and potential NRHP eligibility for each archaeological resource identified in the APE.
- Identify those archaeological resources that are recommended for additional testing to evaluate their NRHP eligibility.
- Make recommendations regarding avoidance or minimization of impacts for any areas of the Project with potential to yield intact archaeological resources.

Survey Methods for the archaeological survey will include:

- Use of GPS devices during Phase I data collection and to provide UTM coordinates for all field datums, and site boundaries as needed.
- Field methods and reporting format consistent with the *Missouri State Historic Preservation Office Guidelines for Phase I Archaeological Surveys and reports.*

PHASE I BUILT ENVIRONMENT/ARCHITECTURAL SURVEY

Trileaf will conduct a field survey for the project's area of potential effects for the built environment, which is understood by Trileaf, in consultation with MoDOT project reviewers, to include a 50-foot buffer around any areas of new ROW, permanent easement, and TCE associated with Project construction. The goals for Phase I Built Environment survey include:

- Identification of all built environment resources 45 years of age or older that are located within the APE as described above
- Photographic documentation of all built environment resources identified within the APE
- Descriptions and NRHP eligibility evaluations for all built environment resources that are 45 years of age or older within the APE
- Recommendations regarding Project-related effects for any NRHP-eligible resources within the APE
- Identification and photographic documentation of buildings and structures that are less than 45 years old within the APE, but which do not require additional assessment

Trileaf has made several assumptions regarding the completion of this Phase I cultural resources survey. Our assumptions include:

- No deep testing will be required.
- No more than two (2) days will be required for the completion of the Phase I field survey for the identification of both above ground and archaeological resources.
- No formal safety training or specialized safety PPE will be required.
- No special permitting will be required prior to initiating field surveys.
- The survey will be restricted to the Project areas as specified above.
- Landowner notification of the archaeological survey will be coordinated by GBA. No survey will be conducted on parcels where landowners deny access.
- Any artifacts recovered from city property may be subject to a curation agreement. Artifacts recovered from private property will be returned to the landowner(s).

PHASE I REPORTING

Trileaf will submit the following deliverables:

- One (1) electronic copy of the resulting cultural resources survey report in PDF format

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SCHEDULING

For the completion of Phase I cultural resources survey for the currently proposed undertaking, Trileaf proposes to mobilize a crew consisting of an Archaeological Field Director, one (1) Architectural Historian, and one (1) Field Technician. Located in Des Peres, MO, Trileaf's cultural resources team is prepared to mobilize to St. Charles, for this project quickly and efficiently. The literature review and records check will begin immediately, while the field survey will be initiated within no more than five (5) business days of receipt of the notice to proceed (NTP). It is anticipated that this crew configuration can complete the Phase I field investigations within no more than two (2) 8-hour workdays.

If no archaeological resources are identified, a draft report detailing the results of the Phase I cultural resources survey will be supplied to GBA within fifteen (15) business days following the completion of the fieldwork. Fieldwork and report draft completion will not exceed 25-business days from the time NTP is given. Following client review, all comments will be addressed within one week of their receipt and prior to submittal to MoDOT and/or the MO SHPO for formal review.

COST ESTIMATE

- Trileaf can perform the work described above for a lump sum amount of **$6,195.00**.

As noted previously, this fee amount is based upon several assumptions. If any of the assumptions listed above do not hold true, revisions to both the scope of work and provided fee amount may be required.

Please also note the attached Terms and Conditions, if not otherwise governed by contract.

CONCLUSION

This proposal shall remain in effect for (90) days from the date of this document.

We would like to thank you for giving Trileaf Corporation the opportunity to present this proposal. If you have any questions or would like to discuss any portion of this proposal in more detail, please contact me at our office at any time. We look forward to working with you on this and any future project needs.

Sincerely,

Jane Lybarger

Jane Lybarger, M.A., RPA
Trileaf Cultural Resources Project Manager II

Accepted By: _____ Date:_____

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TRILEAF

Professional Resume

JANE M. LYBARGER

ARCHAEOLOGY PROJECT MANAGER

Education

M.A. Anthropology
University of Nevada, Reno / Reno, NV

B.S. Anthropology
Southern Illinois University at Edwardsville / Edwardsville, IL

Areas of Expertise

Ms. Lybarger is a Secretary of the Interior (SOI) qualified archaeologist and is a member of the Register of Professional Archaeologists (RPA). Ms. Lybarger specializes in performing and managing Phase I, II, and III investigations, reviews, and assessments of historical and prehistoric archaeological sites.

Ms. Lybarger has over 15 years of professional experience in cultural resource management, working primarily throughout the Midwestern and Western states. Her background includes performing—under Section 106—archival research, historical context preparation, archaeological field reconnaissance, data recovery, mitigation, artifact analysis, and final report preparation. Ms. Lybarger's professional interests include the archaeology of 19th century industrial landscapes in the American West, urban archaeology in the city of St. Louis, MO, the archaeology of gender and ethnicity, as well as public archaeology and education. Ms. Lybarger also has extensive experience in public outreach and presenting archaeological and historical research to a wide variety of audiences, including speaking engagements at local venues, national conferences, and within the university classroom setting.

Environmental service expertise includes the preparation and/or review of:

Phase I Environmental Site Assessments
Archaeological and Architectural Impacts
Soil Characterization
Land Use History
Field Reconnaissance
Section 106 Compliance
Form 620/621 Submittals
Historical Topographic Maps and Aerial Imagery

Additional Information and Professional Memberships

Register of Professional Archaeologists (RPA), member since 2009
Society for Historical Archaeology (SHA), member since 2003
Missouri Archaeological Society (MAS), member since 2006

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TRILEAF

Professional Resume

SEAN STRETTON

SENIOR PROJECT ARCHAEOLOGIST

Education

M.S. Archaeology
Illinois State University / Bloomington-Normal, IL

B.S. Anthropology
Grand Valley State University / Allendale, MI

Areas of Expertise

Mr. Stretton is a Secretary of the Interior (SOI) qualified archaeologist and is a member of the Register of Professional Archaeologists (RPA). Mr. Stretton specializes in performing and managing Archaeological Phase I, II, and III investigations, and assessments of historical and prehistoric archaeological sites.

Mr. Stretton has over 15 years of professional experience in cultural resource management, working primarily throughout the Midwestern states. His background includes performing—under Section 106—archival research, historical context preparation, archaeological field reconnaissance, data recovery, mitigation, artifact analysis, and final report preparation. Mr. Stretton's professional interests include the archaeology of Prehistoric Eastern North America with an emphasis on the Middle Woodland Period (500 BC – AD 500). Mr. Stretton also has experience with ArcGIS.

Additional areas of expertise and experience includes:

Archaeological and Architectural Impacts
Field Reconnaissance
Topographic Site Mapping
Form 620/621 Submittals
Historical Topographic Maps and Aerial Imagery
Section 106 Compliance

Additional Information and Professional Memberships

Register of Professional Archaeologists (RPA)
Society for American Archaeology (SAA)
Midwest Archaeological Conference (MAC)
Illinois Archaeological Society (IAS)

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TRILEAF

Professional Resume

JACOB WATERS

ARCHITECTURAL
HISTORIAN/ASSISTANT PROJECT
MANAGER

Education

Historic Preservation, M.A.
Southeast Missouri State University / Cape Girardeau, MO

Areas of Expertise

Mr. Waters operates as the primary point-of-contact for clients regarding Architectural History over a large geography, specializing within the Midwest Region of the United States. Mr. Waters is a Secretary of the Interior (SOI) qualified Architectural Historian.

Environmental, Architectural and Preservation expertise:

Architectural Impacts
SHPO Consultation in 35 states
Condition Assessment Reports (CAR)
Photographic Archival Records (PAR)
National Register Nominations
Field Reconnaissance
Section 106 Compliance
Historical Topographic Maps and Aerial Imagery
Land Use History
Phase 1 Environmental Site Assessments

Affiliations

Member of the Board/Academic Liaison for the Glenn House Historic Site; Cape Girardeau, MO 2014-2017
Intern/Document Manager for the Felix Valle House State Historic Site, Ste. Genevieve, MO 2016-17

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TRILEAF
environmental architecture engineering
1515 Des Peres Road, Suite 200, Saint Louis, Missouri 63131 - 314.997.6111 - www.trileaf.com

TRILEAF CORPORATION

GENERAL TERMS AND CONDITIONS – Cultural Resources

1. **CONTRACT:** These Standard Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing.

2. **SCOPE OF WORK:** TRILEAF shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered a firm figure unless otherwise specifically stated in the contract. If unexpected site conditions are discovered, the scope of work may change.

3. **ACCESS TO SITES:** When the Scope of Work includes a site visit to be performed by a TRILEAF employee, unless otherwise-agreed, the Client shall furnish TRILEAF with right-of-access to the site in order to conduct the on-site activities. This right-of-access will include freedom to access all spaces within the site as necessary to complete TRILEAF's proposed scope of work. Should an on-site contact be provided to TRILEAF to arrange access, such contact should be provided at the time of notice-to-proceed. TRILEAF will make every effort to notify the aforementioned on-site contact (if provided) prior to TRILEAF's visit. Should TRILEAF conduct these good faith efforts, and receive approval to visit the site, only to be turned away prior to completing the on-site activities, TRILEAF reserves the right to invoice for travel to the site. While TRILEAF will take reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work, some damage may occur.

4. **UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the Client to advise TRILEAF of any known or suspected hazardous substances which are or may be related to the services provided. Such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which TRILEAF may be provided or obtain performing its services or which exist or may exist on or near any premises upon which work is to be performed by TRILEAF's employees, agents or subcontractors. If during the course of providing services, TRILEAF observes or suspects the existence of unanticipated hazardous materials, TRILEAF may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a re-negotiation of scope of services and fees. In the event that such re-negotiation cannot occur to the satisfaction of TRILEAF, TRILEAF may at its option terminate this contract. It is understood and agreed that TRILEAF is not, and has no responsibility as a handler, generator, operator, treated or storer, transporter or disposer of hazardous or toxic substances found or identified at a site.

5. **CONSTRUCTION**: In consideration that our Consulting Services do not include construction administration, or site visits during the construction process (unless otherwise noted above), owner agrees that TRILEAF is not financially responsible for any construction change orders that may occur as the result of previously unknown landlord requirements prior to the

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construction permit approval and subsequent start of construction. TRILEAF shall not be held financially responsible if not afforded the opportunity to re-design or mitigate any omission on the drawings.

6. **DOCUMENTS:** All reports, notes, drawings, specifications, data, calculations, and other documents prepared by TRILEAF ("Documents") are instruments of TRILEAF'S services that shall remain TRILEAF'S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without TRILEAF'S express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to TRILEAF'S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless TRILEAF from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.

7. **STANDARD OF CARE:** TRILEAF and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated cultural resources professionals, and cultural resources professionals practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. TRILEAF shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. **OPINION OF PROBABLE COSTS:** When required as part of our services, TRILEAF will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by TRILEAF hereunder will be made on the basis of TRILEAF'S experience and qualifications and will represent TRILEAF'S judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that TRILEAF does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION/TERMINATION OF WORK:** The Client may, upon seven (7) days written notice, suspend or terminate further work by TRILEAF. The Client shall remain liable for, and shall promptly pay TRILEAF for all services rendered to the date of suspension or termination. TRILEAF may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

10. **LIABILITY:** TRILEAF will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that TRILEAF'S total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, TRILEAF'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed $50,000 or TRILEAF's total fee for the services rendered on this project, whichever is greater.

11. **BILLING AND PAYMENT:** TRILEAF will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law on past due accounts.

12. **CONSEQUENTIAL DAMAGES:** TRILEAF and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of

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business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

13. **PRECEDENCE:** These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TRILEAF's services.

14. **MISCELLANEOUS**

a. **Governing Law:** The substantive laws of Missouri shall govern any disputes between TRILEAF and the Client arising out of the interpretation and performance of this Agreement.

b. **Mediation:** TRILEAF and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

c. **TRILEAF Reliance:** Unless otherwise specifically indicated in writing, TRILEAF shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

d. **Certifications:** TRILEAF shall not be required to sign any documents, no matter by whom requested, that would result in TRILEAF'S having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

e. **Third Parties**: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or TRILEAF. TRILEAF's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against TRILEAF because of this Agreement or TRILEAF's performance of services hereunder.

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ATTACHMENT B

ESTIMATED COST PLUS FIXED FEE
STP-5414 (640) / City Project #21STR4
Second Street Reconstruction
1/3/2022

Direct Labor

	Hours		Rate		Total Labor
Principal	-	$	83.00	$	-
Sr. Assoc	8	$	70.00	$	560.00
Associate	-	$	59.00		-
Project Leader	-	$	55.00	$	-
Sr. AES	3	$	48.50	$	145.50
Project AES	-	$	41.00	$	-
Design AES	-	$	36.50	$	-
Staff AES	-	$	32.00	$	-
Project Tech	-	$	33.00	$	-
Senior Admin Asst	-	$	26.00	$	-
Subtotal	**11**				**705.50**
TOTAL LABOR	11.00			$	705.50
General and Admin. Overhead @ 198.28%				$	**1,398.87**
Overhead on Payroll @ 0.27%				$	**1.90**
Fixed Fee @ 13.9%				$	**292.77**
Expenses					
Subconsultants				$	6,195.00
Vehicles					
Personal and Company Cars	- @ $	0.59	per mile	$	-
Others					
Printing, Plotting, & Delivery				$	-
Subtotal				$	**6,195.00**
TOTAL ESTIMATED FEE				**$**	**8,594.04**

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2nd Street Reconstruction
St. Charles, MO
Design Hours Breakdown
Attachment C

	CLASSIFICATION	PRINCIPAL	SENIOR ASSOCIATE	ASSOCIATE	PROJECT LEADER	SENIOR AES	PROJECT AES	DESIGN AES	STAFF AES	PROJECT TECHNICIAN	2-MAN SURVEY PARTY	SENIOR ADMIN ASSISTANT	TOTAL HOURS
Phase I Survey (Trileaf)													
1	Coordination with Trileaf		8			1							**9**
2	Coordination with MoDOT & City					2							**2**
3													
	TASK SUBTOTAL	**0**	**8**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**11**
	Hourly Salary Rate (Average)	83.00	70.00	59.00	55.00	48.50	41.00	36.50	32.00	33.00	57.00	26.00	
	Overhead (198.28%)	164.57	138.80	116.99	109.05	96.17	81.29	72.37	63.45	65.43	113.02	51.55	
	Subtotal	247.57	208.80	175.99	164.05	144.67	122.29	108.87	95.45	98.43	170.02	77.55	
	Fixed fee (14%)	34.41	29.02	24.46	22.80	20.11	17.00	15.13	13.27	13.68	23.63	10.78	
	Hourly Billing Rate	281.98	237.82	200.45	186.85	164.78	139.29	124.00	108.72	112.11	193.65	88.33	
	DESIGN SERVICES TOTAL ($)	**$0**	**$1,903**	**$0**	**$0**	**$494**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
DIRECT COSTS													
	Subconsultant Fees												**$6,195.00**
	DIRECT COSTS SUBTOTAL												
	TOTAL ENGINEERING FEE												
	Excluded Services:												
1	MDNR Land Disturbance Permit and SWPPP will be the responsibility of the City.												
2	Corps Section 404 stream / wetland permitting												
3	NEPA Categorical Exclusion 2 (CE2), Environmental Assessment, Environmental Impact Statement												
4	Section 4f / 6f parkland documentation												
5	Presentations to City Council												
6	Stakeholder/property owner meetings												

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SPONSOR: City of St. Charles, Missouri
LOCATION: Second Street, St. Charles, MO
PROJECT: Second Street Reconstruction - STP-5414 (640)

THIS CONTRACT is between *CITY OF ST.. CHARLES,* Missouri, hereinafter referred to as the "Local Agency", and *George Butler Associates, Inc.* hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Surface Transportation Program (STP)* coordinated through the Missouri Department of Transportation, the Local Agency intends to *replace asphalt pavement & curb, improve pedestrian facilities, and implement traffic calming measures* 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 *14%* 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 a minimum of *14%* of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

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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
EFK Moen Civil Engineering Design 13523 Barrett Pkwy St. Louis, MO 63021	Survey & Utility Coordination	$77,997.03	$77,997.03	19.8%
Millennia Professional Services 7413 Manchester Rd St. Louis, MO 63143	Geotechnical Investigation	$18,465	$13,315	3.4%

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

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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 **December 1st, 2023**

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 $ 36,102.20 , with a ceiling established for said design services in the amount of $ 392,822.25 , 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 $ 0 , with a ceiling established for said inspection services in the amount of $ 0 , which amount shall not be exceeded.

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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 198.28% 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 _0.27% 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

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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
EFK Moen Civil Engineering	**13523 Barrett Pkwy St. Louis, MO 63021**	**Survey, Titlework, Utility Coordination**
Millennia Professional Services	**7413 Manchester Rd St. Louis, MO 63143**	**Geotechnical Engineering**

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.

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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.

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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,

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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

The Consulting Engineer shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Consulting Engineer's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

A. Professional Liability: The Consulting Engineer shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Engineering Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or $3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The Consulting Engineer's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive termination of this Contract.

B. Commercial General Liability:

Each Occurrence	$3,000,000
Personal & Advertising Injury	$3,000,000
Products/Completed Operations Aggregate	$3,000,000
General Aggregate	$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

1. Contractual Liability

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2. Explosion, Collapse & Underground
3. Independent Contractors

C. Automobile Liability Insurance: Policy shall protect the Consulting Engineer against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

1. all owned, hire or non-owned motor vehicles of any type.

Limits: $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall insure the contractual liability assumed by the Consulting Engineer pursuant to this Contract.

D. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

E. Industry Ratings: The City will only accept coverage from an insurance carrier that offers proof that the carrier:

1. is licensed to do business in the State of Missouri; and
2. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Consulting Engineer's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

F. Subcontractor's Insurance: If a part of this Contract is to be sublet, then the Consulting Engineer shall either:

1. cover all subcontractors under its insurance policies; or
2. require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

G. The Consulting Engineering or its insurance company shall provide to the City at least thirty

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(30) days advanced written notice prior to any renewal or expiration date of any insurance policy.

H. 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.

I. 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 21st day of January, 2022.

Executed by the County/City this __ day of _____, 2022.

FOR: _____ COUNTY/CITY, MISSOURI
City of St. Charles

BY: _____
Daniel J. Borgmeyer, Mayor

ATTEST: _____
City Clerk

FOR: GEORGE BUTLER ASSOCIATES, INC.

BY: _____
Vice President

ATTEST: _____

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.

_____
Director of Finance

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ATTACHMENT A
SCOPE OF SERVICES

Project #21STR4 Second Street Reconstruction

STP-5414 (640)

General

The following are professional design services that George Butler Associates, Inc. (ENGINEER) proposes to complete for the Second Street Reconstruction Project for the City of St. Charles (CITY).

The Project in general consists of replacing pavement in disrepair, upgrading pedestrian facilities, traffic calming, and associated utility relocation within the project limits. The project improvements will be on Second St. between Boone's Lick Road and First Capitol Drive.

The Design Professional's Scope of Services for this Project includes project administration, preliminary field and record investigations, property surveys, alignment survey, conceptual, preliminary and final design, and preparation of construction drawings and contract documents for bidding. Drawings will show plans and details for the proposed improvements to the Second St. corridor. The City will be responsible for the advertisement of the Project, receiving bids, award of the construction project, and construction phase services.

The following technical specifications and general design guidelines, which are incorporated herein by reference, will be used for this project (most current versions):

MoDOT Engineering Policy Guide (EPG)
Missouri Standard Specifications for Highway Construction
St. Louis County Transportation Standard Drawings and Design Criteria
MSD Standard Construction Specifications for Sewers and Drainage Facilities
MSD Rules and Regulations for Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities
AASHTO Green Book
Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
Manual on Uniform Traffic Control Devices (MUTCD)
City of St. Charles Engineering Design Standards
MoDOT LPA Boilerplate Bid Documents and Job Special Provisions

The basic Scope of Services for this Project is organized into eight major Task Series:

- Task 1 – Project Administration
- Task 2 – Community Relations
- Task 3 – Utility Provider Coordination
- Task 4 – Existing Conditions Survey
- Task 5 –Conceptual Plans (30%)
- Task 6 – Preliminary Plan (60%)
- Task 7 – Right-of-Way Plans
- Task 8 – Final Check Plans, Specifications, and Bid Documents
- Task 9 – Final Signed & Sealed PS&E

Tasks 1 thru 9 shall be completed by December 1, 2023.

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Tasks

Task 1: PROJECT ADMINISTRATION

a) Project Administration. Engineer shall provide the necessary resources to manage the project. Engineer shall prepare and submit monthly invoicing and ancillary documents to the City.

b) Kick-off meeting with the City and stakeholders. The purpose of this meeting is to:

i) Introduce the Project Team

ii) Confirm the project scope, goals and budget; Establish expectations

iii) Receive Procedural Requirements

iv) Identify and confirm design criteria, rules and regulations applicable to the project.

v) Establish and confirm the standards to be used for the preparation of specifications and ancillary documents.

vi) Transfer available information and data from the City to Engineer including, but not limited to, the following:

(a) Appropriate GIS coordinate mapping that includes aerial imagery, parcel data, existing storm & sanitary sewer infrastructure, and waterline systems.

(b) Previous traffic/corridor studies

(c) Previous public involvement information

vii) Discuss any anticipated problems, significant detail issues, site access, land survey scope and limits, schedule, critical milestone target dates, anticipated public involvement, quality control/assurance process and procedures.

viii) Prepare and electronically distribute meeting minutes summarizing discussions and conclusions reached.

c) Site Visit with City and Stakeholders. City shall accompany Engineer on a site visit to observe the locale and discuss improvement scope and alternatives. Prepare and electronically distribute site observation notes.

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d) Other Meetings. With City/MoDOT and GBA to review plan comments and discuss design decisions.

Task 2: COMMUNITY RELATIONS

a) Community Updates. ENGINEER will provide materials to the CITY as necessary for use in providing updates to the community, i.e. for project website, digital newsletter.

b) Property Owner Meetings. CITY will conduct all property owner meetings. ENGINEER may provide the CITY general exhibits and support material for meetings as needed.

c) Public Meeting. ENGINEER will provide materials and two (2) staff members to attend two (2) public open house meetings. CITY will coordinate the facility and advertisement. Materials may include mounted strip maps (up to 2) and printed plan sheets.

ENGINEER will assist CITY with discussions with impacted public entities.

Task 3: UTILITY PROVIDER COORDINATION (By EFK Moen)

Coordinate with City during all phases of utility coordination and impacts on design.

a) Identify Major Conflicts. Identify major conflicts (utilities, property owners, and agency restrictions). Notify utilities of the project location and general improvements and obtain utility maps to check for conflicts that could affect potential alignments.

b) Submit Preliminary Plans to Utilities. Submit preliminary plans to utility company(s) to verify utility locations on the plans and have conflicts with the proposed water alignment identified. Make appropriate utility contacts and obtain utility relocation costs estimates from the utility companies, if available. ENGINEER will determine the cost to protect or shield overhead power lines during construction and include that as part of Utility Relocation in the construction cost estimate and include in the project technical specifications.

c) Coordinate Potholing. Coordinate potholing (by CITY or Utility) to confirm location and depth of potentially conflicting utilities.

d) Utility Plan of Adjustment. Request preliminary utility plan of adjustment from the utility agencies, review for completeness. Plan shall include possible costs, issues and risks. Adjust design if appropriate due to utility conflict. At ROW plan submittal, begin process

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to obtain and/or negotiate utility relocation plans. Request estimate of reimbursable relocation costs.

e) Utility Coordination Meetings. Attend one (1) utility coordination meeting with the CITY.

f) Transmit Final Plan to Utilities. Transmit final plan to utility agencies with the request for submittal of final relocation plans. Adjust design if necessary in the best interest of all parties.

Task 4: EXISTING CONDITIONS SURVEY

All project plan drawings must be on the NAD 83 coordinate system as is the topographic survey and per the CITY requirements. No project coordinate systems are acceptable and no coordinate system conversions are allowed.

Topographic Survey items a) through c) (By EFK Moen)

a) Existing conditions and topographic survey for the project area. The resulting topographic strip map to include utilities, trees, structures, pavement and other items of an existing permanent nature. The survey area shall include Second Street from Boone's Lick Road to First Capital Drive from the roadway centerline to the face of any adjacent buildings along the corridor. Cross sections along Second Street will be taken at a maximum interval of 25 feet at a width of approximately 60 feet from either side of roadway centerline, or to face of building if necessary.

i) Provide underground pipe information along the proposed main alignments, including inverts and diameters of storm and sanitary sewers. Subsurface information will be shown utilizing surface evidence of their location, maps provided by the utility owners and by field locates (one-call).

ii) Locate and include elevation information for low openings of adjacent structures and other significant improvements in the project area including but not limited to parking lots, structures and utility facilities that may be impacted by planned improvements.

iii) Locate all right-of-way and property monumentation found in the field or described in recorded documents.

iv) Survey the elevation and location of eleven (11) geotechnical boring locations.

v) Vertical elevations will be established throughout the corridor described above at all grade breaks and a minimum of every 50 feet.

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vi) strip map signed and sealed by a Professional Land Surveyor, and provide the completed strip map as a Microstation drawing. Submit subdivision plats, deeds, and final field documentation found, and assumptions used to establish property lines. Calculated distances and bearings to be shown along with recorded geometry if required to provide proper closure.

vii) Submit original field notes on approved paper (signed and sealed), copies of subdivision plats and deeds showing all field documentation found and assumptions used to establish property lines. Show addresses and owners' names. Sufficient field monumentation to be included to establish right-of-way location and property lines. Calculated distances and bearings must be shown along with recorded geometry if required to provide proper closure. The calculated distances and bearing can be addressed in the final submittal of the strip map at the Plan Review stage if easement searches have not been received. However, all recorded information must be shown for the Survey submittal.

b) Title Search Reports. Submit one (1) copy of each informational title report, with all recorded documents required to develop the strip map. This submittal can be delayed until the Design Completion (90%) submittal if the Title Company is delayed in providing the required information. An informational title report is required for every parcel affected by the project.

c) Right of way taking documents. All right-of-way taking and easement areas will be described on individual 8-1/2 x 11 exhibits with separate legal descriptions, according to St. Charles County Recorder of Deed requirements, for up to forty (40) parcels. Separate exhibits and descriptions are required for each Temporary Construction Easement and Permanent Easement area.

d) Geotechnical Investigation. (By Millennia)

i) Perform site reconnaissance and geologic research for the project site

ii) Clear utilities at boring locations

iii) Complete a drilling program consisting of eleven (11) soil borings. Nine of the borings will each be drilled for the planned retaining walls to a depth of 15 feet, or auger refusal. Two of the borings will be drilled for the new roadway, each drilled to a depth of 5 feet. Standard Penetration Test (ASTM D 1586) samples will be recovered in the borings on 2.5-foot intervals in the upper 10’ and intervals of 5’ thereafter. It is

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assumed that the borings will be in existing right of way or permanent easement, so that no drilling will be done on private property.

iv) MPS will prepare and submit a Geotechnical Report. The purpose of the geotechnical services for the Geotechnical Report will be to obtain information concerning subsurface conditions at the site to form conclusions and make engineering recommendations for the following geotechnical considerations:

(1) A general geologic reconnaissance of the sites will be performed to observe for geotechnical conditions that might affect the design, construction and performance of the new facilities.

(2) Description, depth, thickness, and general engineering properties of the materials encountered at the boring locations.

(3) Excavation considerations including potential impact of the excavation on any nearby structures and general considerations for temporary shoring for staged construction, if applicable.

(4) The location and description of any potentially deleterious materials encountered at the boring locations that may interfere with construction progress or facility performance.

(5) The potential impact of bedrock and groundwater, if encountered, on the design and construction of the project.

(6) Recommended observation, documentation and materials testing programs during construction of the project.

(7) Global stability analysis for the walls in excess of 5’ in exposed height

(8) Bearing capacity, settlement, and lateral earth pressure assessments for the retaining walls.

(9) Estimated pavement design thickness for asphalt and concrete pavements

v) Exploration

(1) MPS proposes a total of eleven soil borings. The borings will be drilled by use of an all-terrain drill rig and hollow stem auger drilling methods. The borings will be terminated at auger refusal if bedrock is encountered. Samples for the borings will be attempted at intervals ranging from 2.5 to 5.0 feet. Hand penetrometer

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measurements will be taken on each cohesive sample in the field, and observations for the presence of groundwater will be documented for the boring location.

vi) Laboratory Testing

(1) A program of laboratory testing will be performed on the samples collected at the site. Laboratory tests will include visual classification, natural moisture content, hand penetrometer estimates of unconfined compressive strength for split spoon samples, dry unit weight, unconfined compressive strength of Shelby tube samples, Atterberg limits, and grain size analysis.

Task 5: CONCEPTUAL DESIGN (30% PLANS)

a) Design Criteria Memo. Review applicable design criteria and standards for roadway and hydraulic design, and compile into a record memorandum.

b) Typical Section Alternatives Evaluation. Brainstorm session to discuss alternative options, general pros and cons, site constraints. Evaluate alternatives for benefits, drawbacks and restrictions, and make a recommendation. Discuss with CITY to determine a preferred alternative.

c) Retaining Wall Concept Design. Locations for possible retaining walls will be analyzed and recommendations for design will be made.

d) Plan Utility Adjustment. Conceptual design will be developed for adjustments to City utilities in the project area (hydrant relocation and storm sewer adjustments)

e) Conceptual Design Plans. Develop 30% level concept design plans for the preferred alternative. Includes typical sections and plan sheets. Plan will include approximate limits of improvements, location of retaining walls and identification of major impacts.

f) Permitting Review and Submittal. Initial RER submittal to MoDOT

g) Develop Concept Level Cost Estimate. Provide construction cost estimate

h) QA/QC.

i) Review Meeting. ENGINEER will meet with CITY to review the concept level alternatives analysis and determine design direction.

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j) Field Check. Perform a field check with CITY to evaluate the alignments, easements, and construction issues. Submit meeting minutes of the field meeting to the CITY.

After the field visit, confirm the recommended alignment, typical section, and appropriate modifications and request verbal direction to proceed with preliminary plans.

Task 6: PRELIMINARY DESIGN PLANS (60% DESIGN PLANS)

a) Identify and evaluate property owner conflicts. Identify significant property impacts and discuss/evaluate with CITY along with possible resolutions.

b) Update and Refine 3D model

c) Update and Refine Plan sheets

d) Schematic curb ramp design

e) Vertical and Horizontal design of intersection “bump outs” for traffic calming.

f) Submit Plans to Jurisdictional Agencies. Submit one set of construction plans to municipalities, railroads, and other jurisdictional agencies as required to determine special project provisions and costs to be incorporated into the design completion.

g) Agency Coordination for RER (USFWS, MDC, SHPO)

h) Proposed New and Temporary Construction Easements. Determine location of proposed temporary and permanent easements required to accommodate construction requirements. Label the use of all existing improvements within Right-of-Way and easements

i) Preliminary Design of Fire Hydrant Relocation and Sewer Adjustments. Identify flow areas, location of storm sewer structures and sizing of inlets and pipe. Layout new fire hydrant locations with connections to existing main. Provide profile sheets for proposed storm sewer (as-needed). Include at least one existing downstream structure.

j) Integral Sidewalk Retaining Wall (Vertical & Horizontal Design)

k) Cost Estimate. Revise cost estimate from conceptual level analysis.

l) Construction Sequencing Plan. Provide construction sequencing, major stages, along with pertinent information regarding the staging plan. Provide a plan that identifies proposed construction detour routes, if necessary.

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m) QA/QC.

n) Submit Preliminary Design Plans. Email pdf copies of the preliminary plans and preliminary construction cost estimate to the CITY.

o) Review Meeting. Attend a review meeting with CITY to address comments and questions on the preliminary plan submittal.

Task 7: RIGHT-OF-WAY PLANS

The goal of this task is to prepare permanent easements and temporary construction easements for review by City and approval by property owner.

a) Easements. After approval of preliminary plans by City, prepare temporary, permanent, and ingress/egress easement plans that describe necessary easements for the project. The temporary and permanent easement plans shall include:

i) Existing property lines, names of property owners, parcel addresses, and the Book/Page numbers on which their deed is recorded.

ii) Construction limits, permanent easement and temporary construction easement lines.

iii) Metes and bounds descriptions and exhibits of permanent, temporary and ingress/egress easements (8-1/2” x 11”).

b) Submit ROW Plans. Revise plans, specifications and cost estimate as requested by CITY. Electronically deliver one copy to City.

Task 8: FINAL CHECK PLANS, SPECIFICATIONS & BID DOCUMENTS

a) Revise Plans. Revise Plans for changes regarding constructability/biddability comments, agency and utility requirements, financial considerations, and other unresolved issues as discussed with the CITY.

b) Geometrics and Coordinate Points Sheet. Describe plan alignments and tie plan geometrics to project control.

c) Traffic Control Plans. Temporary signing, striping, pavements, and other devices necessary for each construction sequence, per MUTCD standards. Provide typical staging details and construction notes.

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d) Temporary Erosion Control. Identify erosion control devices, spacing, and typical applications along with construction notes.

e) Signing and Pavement Marking.

f) Retaining Wall Plan and Profile. Provide top and bottom wall elevations in relation to existing and proposed grounds. Provide typical wall details along with construction notes.

g) Specifications. Use LPA boilerplate specifications as template. Complete applicable data or request information from CITY as needed for completion. Provide bid form and job special provisions. Provide tentative Wage Rates.

h) Submit one electronic copy of the unsigned and unsealed plans and specifications. Update one electronic copy of the engineer's estimate and submit quantities.

i) If revisions are required to the ROW plan easement documents, resubmit electronic copies of the easement exhibit plats electronically and copies of the following documents required for easement acquisition, including:

i) Three (3) copies of each permanent and temporary construction easement description and plat.

ii) (Exhibit "A" Plats) along with an associated cover sheet for each plat.

iii) One set must be signed and sealed by the registered Land Surveyor.

iv) Three (3) copies of 8 1/2"X11" sheets indicating areas of overall property and each taking.

v) One (1) copy of each title and/or easement search report

vi) Three (3) copies of vacation and dedication plat, if required, with associated legal description.

j) QA/QC

Task 9: FINAL SIGNED AND SEALED PLANS, SPECIFICATIONS & BID DOCUMENTS

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a) Revise Plans. Revise Plans for changes regarding constructability/biddability comments, agency and utility requirements, financial considerations, and other unresolved issues as discussed with the CITY.

b) Submit Final Plans and Specifications. Submit one electronic copy of the signed and sealed plans and specifications.

c) Construction Cost Estimate. Update and submit one copy of the signed and sealed construction cost estimate and quantities (PDF & Excel file). Prepare and submit a spreadsheet comparing the CITY's Preliminary and the ENGINEER's Plan Review Cost Estimates with the Final Cost Estimate along with an explanation of significant differences.

d) Resubmit Modified Easement Documents. If revisions are required to the Plan Review easement documents, resubmit electronic copies of the easement exhibit plats as AutoCAD drawings files on a CD and copies of the following documents required for easement acquisition, including:

   i) Three (3) sets of easements and temporary construction easements (Exhibit "A" Plats) along with an associated cover sheet for each plat. One set must be signed and sealed by the registered Land Surveyor.

   ii)Three (3) copies of 8 1/2" X 11" sheets indicating areas of overall property and each taking.

   iii) One (1) copy of each title and/or easement search report.

   iv) Three (3) copies of vacation and dedication plat, if required, with associated legal description.

e) Permit Applications. Prepare COE permits and submit to the City. Prepare floodplain development permit application and submit to the City.

f) Provide Information for Requests for Information (RFI). Provide information to the Project Manager required for responding to questions during bidding and the preparation of addendums.

EXCLUSIONS (MAY BE ADDED AS ADDITIONAL SERVICES):

1) MoDOT Transportation Management Plan
2) Subsurface utility exploration – potholing to be performed by CITY crews as necessary
3) MDNR’s ePermit on-line application for the Construction Stormwater / Land Disturbance

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Permit – will be contractor's responsibility

4) Stormwater Pollution Prevention Plan – will be contractor's responsibility
5) Corps Section 404 Stream/wetland permitting and No-Rise Certificate
6) Detailed surveys for cultural/historic resources and endangered species
7) NEPA CE2, Environmental Assessment, Environmental Impact Statement
8) Section 4f/6f parkland documentation
9) Presentations to City Council
10) Access Management design/study
11) Stakeholder/property owner meetings and any ROW acquisition services
12) In-depth traffic analysis and modeling

ASSUMPTIONS:

1) Design assumes use of integral sidewalk retaining walls (6' max). Additional structural design could be required if wall heigh exceeds 6' or wall type changes due to Geotech recommendations.
2) Curb ramp design will be schematic only. Detailed design with spot elevations can be provided for an additional fee.
3) If potential wetlands are identified during the Preliminary Waters Identification and will be impacted by the project, then a routine Preliminary Jurisdictional Waters Delineation (Delineation) can be performed as an Additional Service.
4) The project is not anticipated to require a Pre-Construction Notification (PCN) submittal to USACE for project-related impacts. If during project design it is determined that USACE notification is necessary, GBA can prepare and submit a PCN request for a Nationwide Permit or an Individual Permit application as an Additional Service.
5) Detailed surveys for cultural / historic resources and endangered species are not anticipated; however, GBA can perform these surveys as an Additional Service, if necessary.
6) The project is anticipated to qualify for an MoDOT Programmatic Categorical Exclusion (CE). If necessary, GBA can prepare more detailed NEPA-related documents (e.g., letter CE, CE2, EA) as an Additional Service.
7) Design for modifications to existing retaining walls will be an additional service.
8) Water main design is to relocate hydrants only. Complete water main relocation can be added for additional cost.
9) No sanitary sewer changes are included. Only adjustments to structure tops.
10) 1 Round of comments by MoDOT and City per phase.
11) 52 parcels adjacent to corridor. EFK fee assumes 40 parcels will need easements.

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ATTACHMENT B

ESTIMATED COST PLUS FIXED FEE
STP-5414 (640) / City Project #21STR4
Second Street Reconstruction
1/17/2022

Direct Labor

	Hours		Rate		Total Labor
Principal	4	$	83.00	$	332.00
Sr. Assoc	108	$	70.00	$	7,560.00
Associate	5	$	59.00		295.00
Project Leader	114	$	55.00	$	6,270.00
Sr. AES	568	$	48.50	$	27,548.00
Project AES	20	$	41.00	$	820.00
Design AES	887	$	36.50	$	32,375.50
Staff AES	349	$	32.00	$	11,168.00
Project Tech	8	$	33.00	$	264.00
Senior Admin Asst	14	$	26.00	$	364.00
Subtotal	**2,077**				**86,996.50**

TOTAL LABOR	2,077.00			$	86,996.50
General and Admin. Overhead @ 198.28%				$	**172,496.66**
Overhead on Payroll @ 0.27%				$	**234.89**
Fixed Fee @ 13.9%				$	**36,102.20**
Expenses					
Subconsultants				$	96,462.00
Vehicles					
Personal and Company Cars	51.29	@ $	0.59 per mile	$	30.00
Others					
Printing, Plotting, & Delivery				$	500.00
Subtotal				$	**96,992.00**
TOTAL ESTIMATED FEE				**$**	**392,822.25**

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

2nd Street Reconstruction
St. Charles, MO
Design Hours Breakdown

	CLASSIFICATION	PRINCIPAL	SENIOR ASSOCIATE	ASSOCIATE	PROJECT LEADER	SENIOR AES	PROJECT AES	DESIGN AES	STAFF AES	PROJECT TECHNICIAN	SENIOR ADMIN ASSISTANT	TOTAL HOURS
PROPERTY AND TOPOGRAPHIC SURVEY (EFK MOEN)												
1	Coordinate survey work					4						4
2	Review basemaps					4						4
GEOTECHNICAL INVESTIGATION (MILLENNIA)												0
1	Coordinate boring locations and field work					4						4
2	Review Geotechnical Report					2						2
	TASK SUBTOTAL	0	0	0	0	14	0	0	0	0	0	14
COMMUNITY RELATIONS												
1	Provide material for community updates					4		8				12
2	Provide material for property owner meetings					4		4				8
3	Public Meeting prep and exhibits					8		20	12			40
4	Attend 2 Public Meetings (Virtual or In-Person)		8			8						16
	TASK SUBTOTAL	0	8	0	0	24	0	32	12	0	0	76
UTILITY COORDINATION (EFK MOEN)												
	TASK SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0
CONCEPTUAL DESIGN (30% Design Plans)												
Conceptual Roadway												
1	Kick-off meeting		2			4		2				8
2	Field check w/ City & Existing Retaining Wall Inspection		2		4	8		8				22
3	Review City's Conceptual Plan		1			4		4				9
4	Design Criteria Memo		1			4						5
5	Evaluate typical section alternatives					8		8				16
6	Conceptual roadway geometrics		2			20	8	40				70
7	Sight distance review					2		4				6
8	Develop 3D model					20	8	40				68
9	Review Property Impacts		1			8		2				11
10	AutoTurn Analysis (Intersections and Bump Outs)		1			2		8				11
11	Establish location of integral sidewalk retaining walls					4		8				12
12	Typical sections		1			2		4	4			11
13	Plan sheets (6) (20 Scale)		2			8		16	12			38
14	Waterline Alignment and & Hydrant Relocation				8			16				24
15	Storm water hydrology & hydraulics (roadway)				20			40				60
16	Storm sewer layout				8			16				24
17	Quantities takeoff and conceptual cost estimate		1			8		12	8			29
18	Plan submittal to City		1			2	4					7
19	MoDOT Request for Environmental Review (RER) - Initial Submittal		4			2				4		10
20	Review meeting with City		2			2						4
21	Initial coordination with MoDOT LPA					2						2
22	QA/QC		4			8						12
21	Project administration	1	4			20					2	27
	TASK SUBTOTAL	1	29	0	40	138	20	228	24	4	2	486
PRELIMINARY DESIGN (60% Design Plans)												
Preliminary Roadway												
1	Address Conceptual Plan comments from City		1			8		20	8			37
1	Title sheet					1		4				5
2	Update Typical sections					1		2				3
3	Plan/profile sheets (6)(20 Scale)		2			8		16	40			66
4	Sidewalk ramp design (schematic only)					2		8	4			14
5	Driveway and entrance design (20) (3D Model)					4		32	8			44
6	Intersection & "bump out" design (vertical & horizontal)					4		28				32
7	Integral sidewalk retaining wall design (vertical and horizontal)					2		20				22
8	Update and refine 3D model					4		20	8			32
9	X-Sections (25' Interval) (10 scale)					1		20	8			29
10	Storm water hydrology & hydraulics (roadway)				8	4		16				28
11	Storm sewer plan sheets				8			24				32
12	Storm sewer profile sheets				8	2		28				38
13	Water main relocation plan/profile sheet				4	2		20				26
14	Tentative proposed right-of-way & easements		2			4		8				14
15	Construction sequencing plan		2			8		24	8			42
16	Quantities & Construction Cost Estimate					2		16	8			26
17	Environmental Permitting											0
	Agency Coordination (USFWS, MDC, SHPO)		4			4				4		12
18	MoDOT Request for Environmental Review (RER) - Prelim Stage		4			2						6
19	Attendance and Prep for Utility Coordination Meeting							2	2			4
20	QA/QC		8		4	12						24
21	Project Submittals - City & MoDOT		2			4			6			12
22	City Review Meeting		2			2						4
23	Project administration	1	4			20					3	28
	TASK SUBTOTAL	1	31	0	32	101	0	308	100	4	3	580

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2nd Street Reconstruction
St. Charles, MO
Design Hours Breakdown

	CLASSIFICATION	PRINCIPAL	SENIOR ASSOCIATE	ASSOCIATE	PROJECT LEADER	SENIOR AES	PROJECT AES	DESIGN AES	STAFF AES	PROJECT TECHNICIAN	SENIOR ADMIN ASSISTANT	TOTAL HOURS
RIGHT-OF-WAY DESIGN												
1	Update Title sheet								1			**1**
2	Update Typical sections								2			**2**
3	Add Easement information to plan/profile sheets					4		8	8			**20**
4	Create right of way detail sheets (6)(20 Scale)					8		16	48			**72**
5	Right of way takings table					1		1	4			**6**
6	Cross-sections					2			4			**6**
7	Coordinate with City ROW agent.		2			8		4				**14**
8	Update construction cost estimate					2			4			**6**
9	MoDOT Request for Environmental Review (RER) - ROW Stage		2			2						**4**
10	QA/QC		2			8						**10**
11	Project Submittals - City, County, MoDOT					4			4			**8**
12	City review meeting		2			2						**4**
13	Project Administration	1	2			8					2	**13**
	TASK SUBTOTAL	**1**	**10**	**0**	**0**	**49**	**0**	**29**	**75**	**0**	**2**	**166**
FINAL DESIGN												
1	Address R/W negotiation requests / revisions		1		2	8		8				**19**
2	Title sheet					1		2				**3**
2	Typical sections					1		2				**3**
3	Schedule of quantities					4		20	16			**40**
4	Plan / profile sheets (6)					8		20	24			**52**
5	Intersection detail sheets					2		8	20			**30**
6	Reference / coordinate point sheet							4	8			**12**
7	Traffic control & detour plans					16		60	20			**96**
8	Temporary erosion control design and plan sheets					2		8	16			**26**
9	Signing & pavement markings				2	4		16	8			**30**
10	Roadway construction detail sheets					4		8	2			**14**
11	Final retaining wall plan profiles					4		16	8			**28**
12	Finalize storm sewer profiles				4	8		28				**40**
13	Final water main plan and profile				4	2		18				**24**
14	Water main and storm sewer detail sheets				2			12				**14**
15	Cross-sections					2		8	16			**26**
16	Incorporate utility plans of adjustment into plan set					4		8				**12**
17	Job special provisions		1			16						**17**
18	LPA Boilerplate specifications & contract bid documents		1			16						**17**
19	Construction cost estimate		1		2	4		8				**15**
20	Construction workday study					8						**8**
21	Final design field check		2		4	8						**14**
22	MoDOT Request for Environmental Review (RER) - Final Stage		4			2						**6**
23	QA/QC		8		8	16						**32**
24	Final Check PS&E Submittal & LPA Checklist				1	4		4			2	**11**
25	Final Check PS&E Review Meeting with City					4						**4**
26	Address City, County and MoDOT Comments					8		16				**24**
27	Finalize Plans, Specifications, Job Special Provisions and Bid Docs.		2		2	16		8				**28**
28	Finalize Cost Estimate.				1	2		4				**7**
29	Submit Final PS&E Documents (Signed & Sealed)				1	4		4				**9**
30	Project administration	1	8		8	20					4	**41**
	TASK SUBTOTAL	**1**	**28**	**0**	**41**	**198**	**0**	**290**	**138**	**0**	**6**	**702**
BIDDING AND CONSTRUCTION												
1	Discuss and interpret plans and specifications			4		24						**28**
2	Shop Drawing review					8						**8**
3	Prep for and attend Pre-Construction meeting		2			8						**10**
4	Project administration			1	1	4					1	**7**
	TASK SUBTOTAL	**0**	**2**	**5**	**1**	**44**	**0**	**0**	**0**	**0**	**1**	**53**
	LABOR SUBTOTAL	**4**	**108**	**5**	**114**	**568**	**20**	**887**	**349**	**8**	**14**	**2,077**

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Millennia Professional Services

6439 Plymouth Avenue, Suite W-129, St. Louis, Missouri, 63133 314-531-3981

January 4, 2022
Proposal No. 211228

Matt Graviett, PE
GBA
16305 Swingley Ridge Road, Suite 300
Chesterfield, Missouri 63017

Subject: Proposal for Geotechnical Services
2nd Street Improvements – Boone's Lick Road to First Capitol Drive
St. Charles, Missouri

Dear Mr. Graviett:

Introduction

Millennia Professional Services (Millennia) is pleased to submit this proposal to GBA, to provide geotechnical services for use in the design and construction as part of the 2nd Street Improvements project in St. Charles, Missouri. Our understanding of the project is based on information provided by your office, along with our experience with similar projects and geologic settings. Millennia is a certified MBE/DBE firm, prequalified by MoDOT and other agencies.

Project Description

Millennia understands that improvements are planned along 2nd Street, from Boone's Lick Road to First Capitol Drive in St. Charles, Missouri. Based on preliminary information provided by GBA, we understand the road section will be reconstructed with proposed grade changes of +/- two feet, as well as 5-feet wide sidewalks. Several retaining structures are also planned as part of the improvements due to the impact on adjacent properties. At this time, approximately five sections of retaining walls are proposed. We understand the retaining walls will have maximum heights ranging from 4 to 6 feet. GBA currently proposes to utilize integral sidewalk retaining walls for this project.

Scope

The purpose of the geotechnical study will be to obtain information concerning subsurface conditions at the site to form conclusions and make engineering recommendations for the following geotechnical considerations:

- A general geologic reconnaissance of the site to observe for geotechnical conditions that might affect the design, construction, and performance of the structures.
- General inclination considerations for the proposed side slopes in fill areas.

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- Bearing capacity, settlement and lateral earth pressure assessments for the retaining walls.
- Global stability assessment for walls in excess of 5 feet in exposed height.
- General considerations for retaining wall construction, including estimated undrained and drained soil properties.
- The location and description of any potentially deleterious materials encountered at the boring locations that may interfere with construction progress or structure performance.
- Recommended parameters for pavement design, including estimated California Bearing Ratio (CBR) value, and subgrade modulus (k-value).
- Estimated pavement design thicknesses for asphalt and concrete pavements.
- The potential impact of groundwater on the design and construction.
- The potential impact of shallow bedrock on the design and construction.
- The suitability of the on-site materials for use as fill and backfill, including engineering criteria for the placement of those materials.
- Recommended observation, documentation and materials testing programs during construction of the structure.

Exploration

Millennia proposed an exploration program consisting of eleven (11) soil borings. Nine of the borings will each be drilled for the planned retaining walls to a depth of 15 feet, or auger refusal, whichever occurs first. Two of the borings will be drilled for the new roadway, each drilled to a depth of 5 feet.

Split-spoon and Shelby tube samples will be recovered at the boring locations, as appropriate. Samples will be attempted at intervals of 2.5 feet in the upper 10 feet, and intervals of 5.0 feet thereafter. Hand penetrometer measurements will be taken on each cohesive sample in the field, and observations for the presence of groundwater will be documented for each boring location.

The existing pavement composition and thickness will be measured at each boring location.

Laboratory Testing

A program of laboratory testing will be performed on the samples collected from the borings. Laboratory tests will include visual classification, natural moisture content, dry unit weight, Atterberg limits, and unconfined compressive strength on soil samples.

Assumptions and Clarifications

In preparing the scope of work for this proposal, Millennia has made the following assumptions and clarifications:

1. Millennia's drilling subcontractor will contact Missouri One Call for utility clearance at the boring locations. Private utilities, such as underground sprinkler systems or buried electric lines serving roadway or parking lot lights, must be marked by the property owners. Millennia will adjust the boring locations as appropriate, but we are not responsible for utilities that are uncharted or mislocated.

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2. Millennia will mark the boring locations at locations to be agreed upon with GBA. The locations will not be marked by professional survey and will therefore, be approximate. Adjustments to some boring locations may be necessary in consideration of utilities or access issues.
3. Millennia assumes the City will provide access to any private properties along the proposed roadway alignment, if needed.
4. The borings will be backfilled with cuttings and sand upon completion. The boreholes will be patched with fast setting concrete, if in pavement.
5. Any debris generated from our operations will be cleaned up and removed. Millennia will take reasonable precautions to minimize disturbance to site; however, we have not included effort or budget to return the site to “original condition”.
6. We have assumed any fees associated with obtaining a permit for the work will be waived by the City.
7. We have included costs for traffic control that could include an arrow board or flagmen. GBA will provide estimate traffic data for use in providing pavement design values, including estimated Equivalent Single Axle Load (ESALS) and percentage of trucks.

Fees

Millennia’s work will be performed on a lump sum basis. Based on our understanding of the project and the requested scope of work, and assuming no unusual subsurface conditions are encountered, the total fee to complete the geotechnical work will not exceed $18,465. Of this fee, approximately $5,150 will be performed by a non-DBE subcontracted driller. The maximum estimated fee will not be exceeded without authorization by GBA.

Schedule of Work

Millennia anticipates that field work can begin within two weeks of authorization to proceed, depending on personnel availability and weather conditions. We anticipate the field exploration will require approximately two to three days to complete. The data report of our findings will be issued within two weeks after the completion of the field work.

Closing

We will perform only those services outlined herein. GBA and Millennia may subsequently agree in writing to provide additional services under this agreement for additional compensation. We appreciate this opportunity to be of service to you and would be pleased to discuss any aspect of this report with you at your convenience

Sincerely,

Millennia Professional Services

Jacob A. Schaeffer, P.E.
Project Manager

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EFK•Moen
Civil Engineering Design

2nd Street
City of St. Charles

	Hours		Cost
Surveys	456	$	15,954.70
Utility Coordination Hours	69	$	3,823.57
Total Hours	525		$19,778.27
		Overhead 151.53%	$29,970.01
		Subtotal	**$49,748.27**
		Fixed Fee 14%	$6,964.76
		Subtotal	**$56,713.03**

Direct Costs

Research; deeds, plats, plans	**$300.00**
Mileage (10 * 32 miles Round Trip * $0.575/mile)	**$184.00**
Informational title commitments. 52 parcels at $400.00 each	**$20,800.00**
Subtotal	**$21,284.00**

CONTRACT CEILING $77,997.03

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EFK Moen, LLC Design Hours
January 7, 2022
Surveying

2nd Street
City of St. Charles

	Survey-hours					
Task Description	Surveying Manager/PLS	Survey Technician	Senior Survey Crew Chief	Intermediate Instrument Operater	Total Hours	Total Cost
	$ 73.12	$ 32.03	$ 37.98	$ 26.52		
Surveying Services						
Establish Project Control w/three point ties			8	8	16	$ 515.99
Property Research		4			4	$ 128.13
Topographic Survey			40	40	80	$ 2,579.94
Mapping and drafting of topographic survey		40			40	$ 1,281.32
Search for and locate survey monumentation			16	16	32	$ 1,031.98
Resolve right of way and adjoining property	16	24			40	$ 1,938.71
Right of way and easement staking for viewing		2	8	8	18	$ 580.05
Exhibits/Legals Descriptions (40 Parcels)	8	200			208	$ 6,991.56
Stake Boarings		2	4	4	10	$ 322.06
QC/QA	8				8	$ 584.96
Total Survey-hours	32	272	76	76	456	
Hourly Salary	$73.12	$32.03	$37.98	$26.52		
Total Cost	$ 2,339.83	$ 8,712.98	$ 2,886.18	$ 2,015.71		$ 15,954.70

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EFK Moen, LLC Design Hours

2nd Street
City of St. Charles

Utility Coordination Hours

	Utility Coordination Hours							
Task Description	Senior Engineer						Total Hours	Total Cost
	$55.41							
Assisit in scheduling a utility meeting	4						4	$ 221.66
Preliminary assessment of utility impacts	15						15	$ 831.21
Coordination with utilities on conflicts, pot holing and plan of adjustment	50						50	$ 2,770.70
Total Design-hours	69						69	
Hourly Salary	$55.41							
Total Cost	$ 3,823.57	$ -	$ -	$ -	$ -	$ -		$ 3,823.57

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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.

Docusign Envelope ID: DE42EDF0-DAFA-425D-B964-B465353BFA10

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): GEORGE BUTLER ASSOCIATES, INC.

Project Owner (LPA): CITY OF ST. CHARLES, MISSOURI

Project Name: SECOND STREET RECONSTRUCTION

Project Number: STP-5414 (640)

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:___John Cooper, PE_____
Signature:_____	Signature:_____
Date: _____	Date: 01/21/22

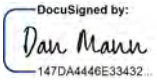
Certificate Of Completion

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Document Pages: 70
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
10/8/2025 11:19:53 AM
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:  147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.188.96 Signed using mobile	Sent: 10/8/2025 11:31:52 AM Viewed: 10/10/2025 9:43:05 AM Signed: 10/10/2025 9:44:22 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: 35.130.51.195	Sent: 10/10/2025 9:44:25 AM Resent: 10/10/2025 12:57:10 PM Viewed: 10/10/2025 2:29:21 PM Signed: 10/10/2025 2:30:52 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: 10/10/2025 2:30:54 PM Viewed: 10/13/2025 10:23:30 AM Signed: 10/13/2025 12:12:27 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: 10/13/2025 12:12:31 PM Viewed: 10/13/2025 12:14:18 PM Signed: 10/13/2025 12:16:00 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: 10/13/2025 12:16:03 PM Viewed: 10/14/2025 10:00:38 AM Signed: 10/14/2025 10:01:24 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: 10/14/2025 10:01:29 AM Viewed: 10/14/2025 11:38:07 AM Signed: 10/14/2025 11:38:19 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: 10/14/2025 11:38:23 AM Viewed: 10/14/2025 1:23:09 PM Signed: 10/14/2025 1:23:27 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: 10/14/2025 1:23:30 PM Viewed: 10/14/2025 1:52:09 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		

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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: 10/14/2025 11:38:22 AM Viewed: 10/14/2025 11:40:53 AM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

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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#:	Delta Dental #8430		
Description/Purpose:	To renew a Basic and Buy-Up Dental Program from 1/1/2026 - 12/31/2026.		
Account #:	various		
Project #:	N/A		
Amount of this Routing:	$ 107,350.00	**Select One**	N/A
Contract Type:	Contract Renewal	**N/A**	Coop#:
Contract Term:	1 year	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 107,350.00		

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:**
Shanton Fountain	Signed by: Shanton Fountain 88BD29292A0D45D... 10/20/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 10/20/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 10/20/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 10/20/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 10/20/2025
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: ECA3A49D-A38D-4000-923F-D957E7F7C470

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:

ACKNOWLEDGING THE RENEWAL AND SETTING CONTRIBUTION RATES WITH DELTA DENTAL TO PROVIDE DENTAL INSURANCE COVERAGE TO THE COUNCIL, MAYOR, ALL FULL-TIME EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS, ELIGIBLE RETIREES AND ELIGIBLE SPOUSES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $107,350.00.

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

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

Summary:

Monthly premiums are on the information paper attached.

Please note the City will contribute $16.94 toward the cost of each eligible employee's elected dental plan. The 2026 annual premium the City will incur for dental coverage is $107,350.00.

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

Fiscal Impact: 107,350.00 **Select One** N/A

Account #: various

Project #: N/A

RCA prepared by: JAO Dept. Dir. SF Finance Dir. MP Dir. of Admin. LSD

Docusign Envelope ID: ECA3A49D-A38D-4000-923F-D957E7F7C470

City of St. Charles

DENTAL INSURANCE ANALYSIS

Renewal Date: 01/01/2026

FEATURES:		DELTA DENTAL - RENEWAL			
		BUY UP		BASE	
		DELTA PPO	*DELTA PREMIER*	*DELTA PPO*	*DELTA PREMIER*
IN-NETWORK BENEFITS					
Calendar Year Deductible	Individual	$25	$50	$0	$0
(Applies to Basic and Major Services)	Family	$75	$150	$0	$0
Co-Insurance					
Preventive Care - Type I (Exams, Cleanings)		100%	80%	100%	100%
Basic Procedures - Type II (Fillings, Extractions)		90%	80%	0%	0%
Major Procedures - Type III (Caps, Crowns)		60%	50%	0%	0%
Orthodontia - Type IV		50%	50%	Not offered	Not offered
Orthodontia Plan Lifetime Max (Children under age 26 only)		$2,000	$1,000	Not offered	Not offered
Endodontics		90%	80%	0%	0%
Periodontics		90%	80%	0%	0%
Maximum Benefit/Year		$1,250	$1,000	$1,000	$1,000
OUT OF NETWORK BENEFITS					
Co-Insurance					
Preventive Care - Type I (Exams, Cleanings)		80%		100%	
Basic Procedures - Type II (Fillings, Extractions)		80%		0%	
Major Procedures - Type III (Caps, Crowns)		50%		0%	
Orthodontia - Type IV		50%		Not offered	
Orthodontia Plan Lifetime Max		$1,000		Not offered	
Maximum Benefit/Year		$1,000		$1,000	
UCR Percentile		MPA		MPA	
Rate Guarantee		1 Year		1 Year	
Tiers:		**Buy Up**		**Base**	
Employee		$28.96		$16.94	
Employee + Spouse		$59.32		$33.24	
Employee + Child(ren)		$77.88		$33.54	
Family		$119.20		$53.88	

Certificate Of Completion

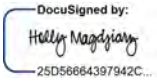
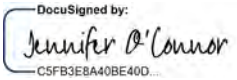
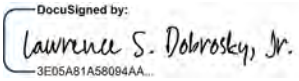
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Source Envelope:
Document Pages: 3
Signatures: 5
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer O'Connor
200 N Second St
Saint Charles, MO, MO 63301
jennifer.oconnor@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
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Holder: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Shanton Fountain shanton.fountain@stcharlescitymo.gov HR Director City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:13:13 AM Viewed: 10/20/2025 10:26:41 AM Signed: 10/20/2025 10:26:50 AM
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Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 10/20/2025 10:26:51 AM Viewed: 10/20/2025 10:31:25 AM Signed: 10/20/2025 10:31:44 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: 10/20/2025 10:31:46 AM Viewed: 10/20/2025 10:31:57 AM Signed: 10/20/2025 10:32:04 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:32:06 AM Viewed: 10/20/2025 10:36:37 AM Signed: 10/20/2025 10:36:52 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Uploaded Signature Image Using IP Address: 24.171.100.32	Sent: 10/20/2025 10:36:54 AM Viewed: 10/20/2025 1:02:05 PM Signed: 10/20/2025 1:02:13 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: 35.130.51.195	Sent: 10/20/2025 1:02:15 PM Viewed: 10/20/2025 1:02:34 PM Signed: 10/20/2025 1:02:44 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	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 1:02:47 PM Viewed: 10/20/2025 2:28:19 PM Signed: 10/20/2025 2:28:30 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: 10/20/2025 2:28:32 PM Viewed: 10/20/2025 2:33:11 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: 10/20/2025 1:02:46 PM Viewed: 10/20/2025 1:06:55 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	10/20/2025 10:13:13 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: AB8F3AEC-E553-4B2E-8077-26A33FB612B1

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#:	The Standard #5087		
Description/Purpose:	To renew Group Term Life Insurance, Dependent Life, Accidental Death & Dismemberment Insurance for 1/1/2026 - 12/31/2026. The City pays the entire premium.		
Account #:	various		
Project #:	N/A		
Amount of this Routing:	$ 52,000.00	**Select One**	N/A
Contract Type:	Contract Renewal	**N/A**	Coop#:
Contract Term:	1 year	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 52,000.00		

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:**
Shanton Fountain	Signed by: Shanton Fountain 10/20/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 10/20/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 10/20/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 10/20/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 10/20/2025
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: AB8F3AEC-E553-4B2E-8077-26A33FB612B1

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
ACKNOWLEDGING THE RENEWAL AND SETTING EMPLOYER CONTRIBUTION RATES WITH THE STANDARD TO PROVIDE GROUP TERM LIFE INSURANCE, DEPENDENT LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE COVERAGE FOR THE CITY COUNCIL, MAYOR AND FULL-TIME EMPLOYEES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $52,000.00.

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

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

Summary:

These insurance coverages are provided as an employee benefit at no cost to the employee. The City pays the insurance premium.

The premium is calculated based on a quoted rate per $1,000 of covered payroll. Group-term life insurance is $0.05 per $1,000 of covered payroll. AD&D insurance is $0.025 per $1,000 of covered payroll. The Standard's pricing equates to an annual premium cost of $50,244.00.

The not to exceed amount is $1,756.00 greater than the estimated premium to provide cushion in the event of payroll increases.

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

Fiscal Impact: 52,000.00 **Select One** N/A

Account #: various

Project #: N/A

RCA prepared by: JAO Dept. Dir. SF Finance Dir. JP Dir. of Admin. LSD

Docusign Envelope ID: AB8F3AEC-E553-4B2E-8077-26A33FB612B1

CITY OF ST. CHARLES
LIFE/AD&D INSURANCE ANALYSIS
Renewal Date: 1/1/2026

= **Benefit Enhancement**
= **Benefit Reduction**

FEATURES:	**RENEWAL 2026** STANDARD
BASIC LIFE	
Class 1: City Council Members	$50,000
Class 2: Mayor and Department Heads	2 Times Salary to $250,000
Class 3: All Other FT Employees	1 Times Salary to $100,000
Dependent Life	$10,000 Spouse/$5,000 Child
Guarantee Issue Amount	Matching
Age Reduction Schedule (class 1)	35% at age 65
Age Reduction Schedule (classes 2 and 3)	Reduces By 35% @ Age 65 Addt'l 25% at age 70 Addt'l 15% at age 75
BASIC AD&D	
Class 1: City Council Members	N/A
Class 2: Mayor and Department Heads	Equal to basic life
Class 3: All Other FT Employees	Equal to basic life
Conversion	Included
Waiver of Premium	Included
Accelerated Death Benefit	Included
Rate Guarantee	3 Years
Life Rate per $1,000	**$0.050**
AD&D Rate per $1,000	**$0.025**
Monthly Employee Total	**$4,187**
Dependent Life	**$.02/$1,000**
Total Annual Premium	**$50,244**

Certificate Of Completion

Envelope Id: AB8F3AEC-E553-4B2E-8077-26A33FB612B1
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing - Life renewal 2026
Source Envelope:
Document Pages: 3
Signatures: 5
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer O'Connor
200 N Second St
Saint Charles, MO, MO 63301
jennifer.oconnor@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/20/2025 10:10:33 AM
Holder: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Shanton Fountain shanton.fountain@stcharlescitymo.gov HR Director City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:11:22 AM Viewed: 10/20/2025 10:27:05 AM Signed: 10/20/2025 10:27:16 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: 10/20/2025 10:27:18 AM Viewed: 10/20/2025 10:30:43 AM Signed: 10/20/2025 10:31:05 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: 10/20/2025 10:31:07 AM Viewed: 10/20/2025 10:31:23 AM Signed: 10/20/2025 10:31:32 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:31:34 AM Viewed: 10/20/2025 10:35:20 AM Signed: 10/20/2025 10:35:42 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 24.171.100.32	Sent: 10/20/2025 10:35:43 AM Viewed: 10/20/2025 1:01:20 PM Signed: 10/20/2025 1:01:28 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: 10/20/2025 1:01:29 PM Viewed: 10/20/2025 1:01:40 PM Signed: 10/20/2025 1:01:48 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: 10/20/2025 1:01:51 PM Viewed: 10/20/2025 2:30:01 PM Signed: 10/20/2025 2:30:20 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: 10/20/2025 2:30:22 PM Viewed: 10/20/2025 2:40:00 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: 10/20/2025 1:01:49 PM Viewed: 10/20/2025 1:05:19 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	10/20/2025 10:11:22 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: CA66B5B4-0FBC-41A0-B2D8-9FBCA78AADF3

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#:	The Standard #5087		
Description/Purpose:	To renew Long Term Disability Insurance for 1/1/2026 - 12/31/2026. The City pays the entire premium.		
Account #:	various		
Project #:	N/A		
Amount of this Routing:	$ 100,000.00	**Select One**	N/A
Contract Type:	Contract Renewal	**N/A**	Coop#:
Contract Term:	1 year	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 100,000.00		

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:**
Shanton Fountain	Signed by: Shanton Fountain 10/20/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 10/20/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 10/20/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 10/20/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 10/20/2025
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: CA66B5B4-0FBC-41A0-B2D8-9FBCA78AADF3

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
ACKNOWLEDGING THE RENEWAL AND SETTING EMPLOYER CONTRIBUTION RATES WITH THE STANDARD TO PROVIDE LONG TERM DISABILITY INSURANCE FOR FULL-TIME EMPLOYEES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $100,000.00.

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

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

Summary:

These insurance coverages are provided as an employee benefit at no cost to the employee. The City pays the insurance premium.

The premium is calculated based on a quoted rate per $100 of covered payroll. Long Term Disability insurance is $0.195 per $100 of covered payroll. The Standard's pricing equates to an annual premium cost of $97,995.00.

The not to exceed amount is $2,005.00 greater than the estimated premium to provide cushion in the event of payroll increases.

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

Fiscal Impact: 100,000.00 **Select One** N/A

Account #: various

Project #: N/A

RCA prepared by: JAO Dept. Dir. SF Finance Dir. MB Dir. of Admin. LSD

Docusign Envelope ID: CA66B5B4-0FBC-41A0-B2D8-9FBCA78AADF3

CITY OF ST. CHARLES
LONG TERM DISABILITY SUMMARY
Renewal Date: 1/1/2026

= **Benefit Enhancement**
= **Benefit Reduction**

FEATURES:	**2026 RENEWAL** STANDARD
Class 1: Mayor & Department Heads	60%, Up to $5,000/Month
Class 2: All Other FT Employees	60%, Up to $5,000/Month
Elimination Period	120 Days
Benefit Period	SSNRA
Definition of Disability	
Class 1:	to Age 65
Class 2:	24 Months Own Occupation
Zero Day Residual	Included
Special Conditions	
Survivor Benefit	3 Months
Social Security Integration	Direct Family
Mental & Nervous	24 Months
Pre-Existing Conditions	3/3/12
Waiver of Premium	
Rate Guarantee	2 Years
Monthly Covered Payroll - budget	$4,187,806
Class 1 Rate per $100	**Rate** **$0.195**

The above outline is for illustration purposes only. It is not intended to provide specific definitions of the plan's coverage or to determine if specific claims are eligible for payment.

Certificate Of Completion

Envelope Id: CA66B5B4-0FBC-41A0-B2D8-9FBCA78AADF3
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing - LTD Renewal 2026
Source Envelope:
Document Pages: 3
Signatures: 5
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer O'Connor
200 N Second St
Saint Charles, MO, MO 63301
jennifer.oconnor@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/20/2025 10:08:06 AM
Holder: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Shanton Fountain shanton.fountain@stcharlescitymo.gov HR Director City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:09:05 AM Viewed: 10/20/2025 10:09:47 AM Signed: 10/20/2025 10:10:24 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: 10/20/2025 10:10:26 AM Viewed: 10/20/2025 10:11:29 AM Signed: 10/20/2025 10:11:53 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: 10/20/2025 10:11:54 AM Viewed: 10/20/2025 10:18:36 AM Signed: 10/20/2025 10:18:45 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:18:46 AM Viewed: 10/20/2025 10:33:38 AM Signed: 10/20/2025 10:34:12 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 24.171.100.32	Sent: 10/20/2025 10:34:14 AM Viewed: 10/20/2025 1:00:24 PM Signed: 10/20/2025 1:00:38 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: 10/20/2025 1:00:39 PM Viewed: 10/20/2025 1:01:20 PM Signed: 10/20/2025 1:01:29 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: 10/20/2025 1:01:33 PM Viewed: 10/20/2025 2:30:57 PM Signed: 10/20/2025 2:31:17 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: 10/20/2025 2:31:19 PM Viewed: 10/20/2025 2:40:51 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: 10/20/2025 1:01:31 PM Viewed: 10/20/2025 1:03:58 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	10/20/2025 10:09:05 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 277D4B6A-12BC-46AA-92E2-829991D402F8

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#:	The Standard #5087		
Description/Purpose:	To renew Vision Insurance for 1/1/2026 - 12/31/2026. Employee pays the entire premium.		
Account #:	various		
Project #:	N/A		
Amount of this Routing:	$ 0.00	**Select One**	N/A
Contract Type:	Select One	**N/A**	Coop#:
Contract Term:	1 year	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 0.00		

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:**
Shanton Fountain	Signed by: Shanton Fountain 88BD29292A0D45D... 10/20/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 10/20/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 10/20/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 10/20/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 10/20/2025
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: 277D4B6A-12BC-46AA-92E2-829991D402F8

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill # _____

Request for Council Action

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

Description:
ACKNOWLEDGING THE RENEWAL AND SETTING EMPLOYEE CONTRIBUTION RATES FOR THE STANDARD (VSP NETWORK) TO PROVIDE VISION INSURANCE COVERAGE TO THE COUNCIL, MAYOR, ALL FULL-TIME EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS, ELIGIBLE RETIREES AND ELIGIBLE SPOUSES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026.

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

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

Summary:
The employees that elect coverage pay the entire premium associated with the insurance.

Monthly premiums are on the information paper attached.

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

Project #: N/A

RCA prepared by: JAO Dept. Dir. SF Finance Dir. MB Dir. of Admin. LSD

Docusign Envelope ID: 277D4B6A-12BC-46AA-92E2-829991D402F8

CITY OF ST. CHARLES
VISION INSURANCE ANALYSIS
Renewal Date: 1/1/2026

= Benefit Enhancement
= Benefit Reduction

FEATURES:	Renewal 2026 STANDARD (VSP Network)
IN-NETWORK BENEFITS	
Exam Co-Pay	$10
Frequency of Services	
Exam	12
Lenses	12
Frames	24
Contacts (in lieu of eyeglasses)	12
Basic Lenses	
Single Vision	$10
Bifocal	$10
Trifocal	$10
Frames	$130 Allowance plus 20% off balance; $70 allowance at Costco
Contacts	
Necessary	100%
Elective	$130 Allowance
Vision Disruption (top 142 PPO providers)	98.0% Includes Sam's and Walmart
Rate Guarantee	2 Years
OUT OF NETWORK BENEFITS	
Basic Lenses	
Single Vision	Up To $30
Bifocal	Up To $50
Trifocal	**Up To $65**
Frames	Up To $70
Contacts	
Necessary	Up To $210
Elective	Up To $105
	Renewal Rates
Employee	**$4.76**
Employee + 1	**$9.76**
Family	**$15.76**

The above outline is for illustration purposes only. It is not intended to provide specific definitions of the plan's coverage or to determine if claims are eligible for payment.

Certificate Of Completion

Envelope Id: 277D4B6A-12BC-46AA-92E2-829991D402F8
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing - Vision renewal 2026
Source Envelope:
Document Pages: 3
Signatures: 5
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer O'Connor
200 N Second St
Saint Charles, MO, MO 63301
jennifer.oconnor@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/20/2025 10:07:09 AM
Holder: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Shanton Fountain shanton.fountain@stcharlescitymo.gov HR Director City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:07:48 AM Viewed: 10/20/2025 10:28:04 AM Signed: 10/20/2025 10:28:32 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: 10/20/2025 10:28:34 AM Viewed: 10/20/2025 10:29:28 AM Signed: 10/20/2025 10:29:47 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: 10/20/2025 10:29:50 AM Viewed: 10/20/2025 10:31:40 AM Signed: 10/20/2025 10:31:48 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:31:50 AM Viewed: 10/20/2025 10:36:00 AM Signed: 10/20/2025 10:36:20 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 24.171.100.32	Sent: 10/20/2025 10:36:22 AM Viewed: 10/20/2025 1:01:43 PM Signed: 10/20/2025 1:01:58 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: 10/20/2025 1:02:00 PM Viewed: 10/20/2025 1:02:17 PM Signed: 10/20/2025 1:02:26 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: 10/20/2025 1:02:29 PM Viewed: 10/20/2025 2:28:45 PM Signed: 10/20/2025 2:28:56 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: 10/20/2025 2:28:58 PM Viewed: 10/20/2025 2:36:19 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: 10/20/2025 1:02:28 PM Viewed: 10/20/2025 1:06:16 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	10/20/2025 10:07:48 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 5A62729E-C97B-482C-8625-CCDA4677020B

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#:	The Standard #5087		
Description/Purpose:	To renew Voluntary Life and Voluntary Accidental Death and Dismemberment Insurance for 1/1/2026 - 12/31/2026. Employee pays the entire premium.		
Account #:	various		
Project #:	N/A		
Amount of this Routing:	$ 0.00	**Select One**	N/A
Contract Type:	Select One	**N/A**	Coop#:
Contract Term:	1 year	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 0.00		

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:**
Shanton Fountain	Signed by: Shanton Fountain 10/20/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 10/20/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 10/20/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 10/20/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 10/20/2025
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: 5A62729E-C97B-482C-8625-CCDA4677020B

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:

ACKNOWLEDGING THE RENEWAL AND SETTING EMPLOYEE CONTRIBUTION RATES WITH THE STANDARD TO PROVIDE VOLUNTARY LIFE AND VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE COVERAGE TO THE COUNCIL, MAYOR AND FULL-TIME EMPLOYEES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026.

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

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

Summary:

The employees that elect coverage pay the entire premium associated with the insurance.

Monthly premiums are on the information paper attached.

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

Fiscal Impact: 0.00 **Select One** N/A

Account #: various

Project #: N/A

RCA prepared by: JAO Dept. Dir. SF Finance Dir. MP Dir. of Admin. LSD

Docusign Envelope ID: 5A62729E-C97B-482C-8625-CCDA4677020B

CITY OF ST. CHARLES
VOLUNTARY LIFE/AD&D INSURANCE ANALYSIS
Renewal Date: 1/1/26

= Benefit Enhancement
= Benefit Reduction

FEATURES:	2026 RENEWAL
VOLUNTARY LIFE	
Benefit:	
Employee	$10,000 Increments Up to 5 Times Annual Salary $500,000 Maximum
Spouse	$5,000 Increments up to 50% of the Employee Amount $250,000 Maximum
Child	**Birth to Age 26**
Guarantee Issue Amount	
Employee	$150,000
Spouse	$30,000
Child	$10,000
Accelerated Death Benefit	Included
Waiver of Premium	Included
Portability	Included
Rate Guarantee	2 Years
Age Reduction	**To 65% at age 65 / To 50% at age 70**
Annual Enrollment	**True Open Enrollment for 2025 Elections up to GI**
VOLUNTARY AD&D	
Benefit:	
Employee	$25,000 Increments Up to 10 Times Annual Salary $500,000 Maximum
Spouse Only	50% of the Employee Amount
Child Only	10% of the Employee Amount
Spouse & Child	SP - 40% of the Employee Amount CH - 5% of the Employee Amount
Vol. Life Step Rates per $1,000	**Employee/Spouse (Match Current)**
<25	**$0.060**
25-29	**$0.060**
30-34*	**$0.060**
35-39	**$0.090**
40-44	**$0.150**
45-49	**$0.230**
50-54	**$0.450**
55-59	**$0.710**
60-64	**$0.790**
65-69	**$1.400**
70-74	**$3.520**
75+	**$13.89**
Child	**$2.00 per child unit**
Voluntary AD&D Rate (Employee)	**$0.050**
Voluntary AD&D Rate (Family)	**$0.070**

The above outline is for illustration purposes only. It is not intended to provide specific definitions of the plan's coverage or to determine if specific claims are eligible for payment.

Certificate Of Completion

Envelope Id: 5A62729E-C97B-482C-8625-CCDA4677020B
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing - VOL renewal 2026
Source Envelope:
Document Pages: 3
Signatures: 5
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer O'Connor
200 N Second St
Saint Charles, MO, MO 63301
jennifer.oconnor@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/20/2025 10:06:14 AM
Holder: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Shanton Fountain shanton.fountain@stcharlescitymo.gov HR Director City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:06:56 AM Viewed: 10/20/2025 10:27:33 AM Signed: 10/20/2025 10:27:43 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: 10/20/2025 10:27:46 AM Viewed: 10/20/2025 10:30:12 AM Signed: 10/20/2025 10:30:27 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: 10/20/2025 10:30:29 AM Viewed: 10/20/2025 10:30:56 AM Signed: 10/20/2025 10:31:13 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:31:17 AM Viewed: 10/20/2025 10:34:37 AM Signed: 10/20/2025 10:35:03 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 24.171.100.32	Sent: 10/20/2025 10:35:06 AM Viewed: 10/20/2025 1:00:58 PM Signed: 10/20/2025 1:01:06 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: 10/20/2025 1:01:09 PM Viewed: 10/20/2025 1:01:57 PM Signed: 10/20/2025 1:02:08 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: 10/20/2025 1:02:11 PM Viewed: 10/20/2025 2:29:16 PM Signed: 10/20/2025 2:29:38 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: 10/20/2025 2:29:41 PM Viewed: 10/20/2025 2:37:51 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: 10/20/2025 1:02:10 PM Viewed: 10/20/2025 1:05:46 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	10/20/2025 10:06:56 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

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#:	SUN LIFE #16748/ UMR #16766		
Description/Purpose:	To renew a Self-Funded Medical Insurance Program with UMR for 1/1/2026 - 12/31/2026. To renew stop-loss coverage with Sun Life for 1/1/2026 - 12/31/2026.		
Account #:	Funds 602 & 603		
Project #:	N/A		
Amount of this Routing:	$ 1,462,545.24	**Select One**	N/A
Contract Type:	Contract Renewal	**N/A**	Coop#:
Contract Term:	1 year	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 1,462,545.24		

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:**
Shanton Fountain	Signed by: Shanton Fountain 10/20/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 10/20/2025
Department of Law (for Legality only)	
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 10/20/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 10/20/2025
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: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:

ACKNOWLEDGING THE RENEWAL AND SETTING CONTRIBUTION RATES WITH UMR AND SUN LIFE TO PROVIDE A SELF-FUNDED MEDICAL INSURANCE PROGRAM TO THE MAYOR, CITY COUNCIL, ALL FULL-TIME EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS, ELIGIBLE RETIREES AND THEIR ELIGIBLE SPOUSES FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN AN AMOUNT ESTIMATED TO BE $1,462,545.24.

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

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

Summary:

City Council, Administration and CBIZ recommend the self-funded medical insurance program with UMR; a "triple option" plan design with the attached increases in premiums.

There are two components of overall cost of the self-funded plan: fixed costs and claims costs. Based on the current enrollment of 559 the expected cost estimate of the self-funded plan is as follows:

Fixed cost for administration with UMR:	$171.86 x 559 x 12 = $1,152,836.88
Stop loss coverage with Sun Life:	$46.17 x 559 x 12 = $309,708.36
Expected claims for buy-up plan, base plan & qualified high deductible plan (QHDHP):	$1,230.00 x 559 x 12 = $8,250,840.00
Total expected plan liability:	$9,713,385.24

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

Fiscal Impact: 1,462,545.24 **Select One** N/A

Account #: Funds 602 & 603

Project #: N/A

RCA prepared by: JAO Dept. Dir. SF Finance Dir. MB Dir. of Admin. LSD

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

CITY OF ST. CHARLES
UMR/CAREMARK Rx/BRIDGE - Plan Changes
Effective Date: January 1, 2026

FEATURES:	UMR Medical with UHC PPO/Caremark/CVS Rx					
	QHDHP - H.S.A. Plan		Base PPO		Premium Plan	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual Deductible:	$3,400	$6,000	$750	$1,500	$500	$1,000
Family Deductible:	$6,800	$12,000	$1,500	$3,000	$1,000	$2,000
	Embedded					
Co-Insurance:	100%	70%	80%	50%	90%	60%
Out of Pocket Maximum: **Medical and Rx**						
Individual:	$3,400	$12,000	***$4,500***	***$9,000***	***$3,500***	***$7,000***
Family:	$6,800	$24,000	***$9,000***	***$18,000***	***$7,000***	***$14,000***
Office Care						
The Bridge Health Center	***Fair Market Cost TBD***		***$0 Cost to Member***		***$0 Cost to Member***	
Office Visits PCP:	Deductible & Coinsurance		$40 Co-Pay	Deductible &	$30 Co-Pay	Deductible &
Specialist:	Deductible & Coinsurance		$60 Co-Pay	Coinsurance	$50 Co-Pay	Coinsurance
Preventive Care (via healthcare reform)	*100%*		*100%*		*100%*	
Outpatient Lab Work						
The Bridge Health Center	***Fair Market Cost TBD***		***$0 Cost to Member***		***$0 Cost to Member***	
Office Setting/Free Standing Lab:	Deductible & Coinsurance		Ded. & Coins or co-pay	Ded. & Coins.	Ded. & Coins. or co-pay	Ded. & Coins.
Hospitalization						
Outpatient and Inpatient Hospital & X-Ray:	Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Acute Care						
The Bridge Health Center	***Fair Market Cost TBD***		***$0 Cost to Member***		***$0 Cost to Member***	
Urgent Care	Deductible & Coinsurance		$100 Co-Pay	Ded. & Coins.	$75 Co-Pay	Ded. & Coins.
Emergency Room:	Deductible & Coinsurance		$300 Co-Pay (Waived if Admitted)		$200 Co-Pay (Waived if Admitted)	
*Prescription Drug Coverage:	Deductible & Coinsurance		$10/40/70/$150 Co-Pay		$10/35/60/$150 Co-Pay	
			No Separate OPX Required		No Separate OPX Required	
Mail Order Drug Coverage:	Ded. & Coins.	Not Covered	2 Co-Pays for a 90 Day Supply		2 Co-Pays for a 90 Day Supply	
City Contribution to H.S.A.	***$600 Annually***		n/a		n/a	

Employee Cost	Current	Renewal	Current	Renewal	Current	Renewal
Employee Only	$0.00	$0.00	$98.00	*$120.00*	$225.00	*$300.00*
Employee & Spouse*	$0.00	$0.00	$135.00	*$175.00*	$420.00	*$515.00*
Employee & Children	$0.00	$0.00	$127.00	*$167.00*	$388.00	*$503.00*
Employee & Family	$0.00	$0.00	$160.00	*$210.00*	$520.00	*$739.00*

**** Spousal surcharge of $100/month applies for those spouses who have group coverage available to them at their worklplace, but do not take it***

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

City of St. Charles
Fixed Cost
Effective January 1, 2026

Cost Factors		RENEWAL 2026 UMR/CVS/SUN LIFE	Change %
Administration Cost *		$46.17	0.0%
PBM		EH/CVS Carve Out	
Specific Stop Loss Rates:		$200,000 - 18/12	
PSPM	559	$165.85	7.8%
Aggregate Stop Loss		$6.01	5.1%
Total Fixed Costs:	559	$218.03	3.6%
Monthly Premium		$121,879	
Annual Premium		$1,462,545	

Important UMR and Sun Life Notes*

1. Includes wellness credit $25,000
2. Includes telemedicine, nurse line and maternity management
3. Current and Renewal Laser - ($1 million additional risk)
4. Current includes $4.75 PEPM for gener therapy protection. Sun Life renewal includes it, so no additional fee required.

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F



STOP-LOSS

Renewal Proposal

Created for
City of St. Charles

Presented by Dominic Whalen

Dominic.Whalen@sunlife.com

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

Why Sun Life?

A leader you can continue to count on

As employers make the decision to take on additional risk with self-funding, finding a stop-loss carrier you can count on to provide financial protection from high-cost claims is often an essential step. At Sun Life, we know that being your best partner for stop-loss means being dependable, responsive, and innovative.

We work together with you, our clients and broker partners, to optimize care and cost and to reimburse your most expensive claims, fast.



Healthcare advocacy and care navigation

Count on our clinical experts to empower members to navigate the healthcare system, access the care they need, and confidently make decisions about their health.

- Access to a wide variety of programs including medical Rx management, negotiation specialists, and condition-specific management
- Clinical expertise and in-depth knowledge of the healthcare system
- Fast, seamless, objective process to get expert guidance, quickly
- Improved health outcomes, better member experiences and potential cost savings



Strength and Stability

Count on us to deliver the coverage and customized solutions that best fit your needs.

- The largest independent stop-loss provider[1]
- A dedicated team of experts to support you every step of the way
- Over 5.5M covered members and $2.5B of in-force premium[2]
- Strong financial ratings, consistent underwriting and dependable, fast claim reimbursement



Insights and Innovation

Count on us to provide actionable insights that make it easier to make the right decisions for your self-funded medical plans.

- Annual high-cost claim and injectable drug trends analysis with actionable recommendations
- Insights on emerging Rx trends and legislative topics that could impact employers
- Self-funding best practices and customized benchmarking data to guide your self-funded strategy
- Interactive tools to make doing business with us even easier

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F



Predictable renewals

Our comprehensive renewal approach provides customers with fair and predictable renewals.

All of Sun Life Stop-Loss renewals include the following:

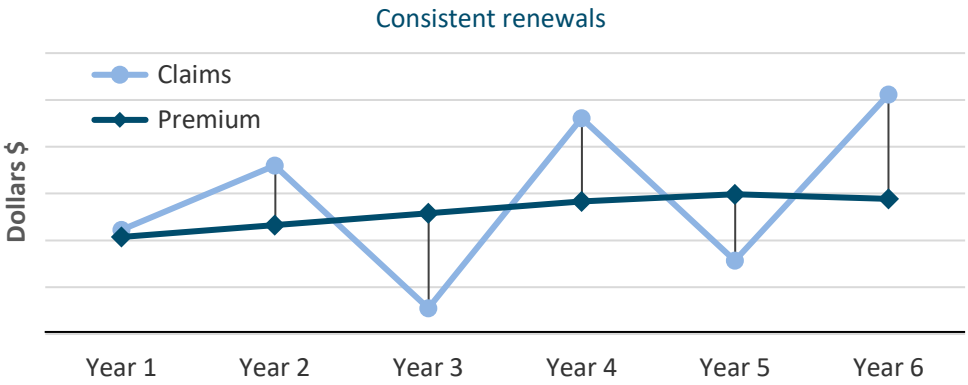
1. An explanation about how **pooling helps deliver rate stability**
2. A **claims summary** showing how your plan is performing
3. Education about **market factors** that affect stop-loss rates
4. A clear renewal illustration that outlines **current rates and renewal options**

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

SECTION ONE

How pooling helps deliver renewal rate stability over time

Sun Life is able to provide increased rate stability through pooling.
Pooling combines stop-loss claims experiences between companies to help spread risk and create the opportunity to produce more consistent renewal costs across a large book of business.



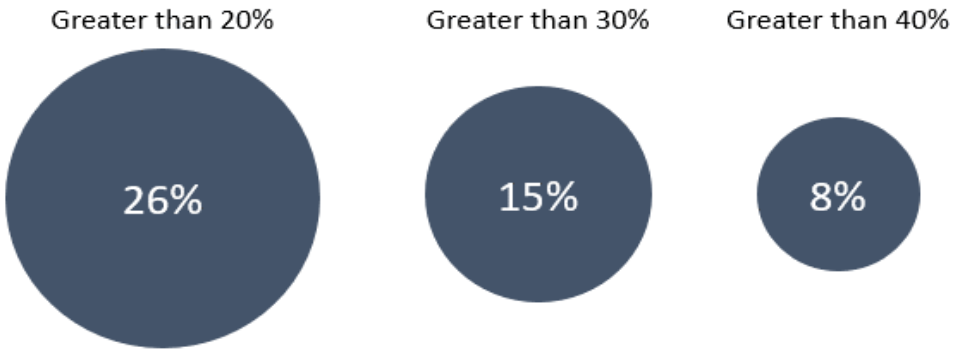
The chart above shows how our pooled approach can provide protection against significant changes in renewal costs. Your Stop-Loss claims can rise and fall from year to year, largely due to the volatility often associated with high-cost claims.

In a non-pooled approach, your renewal premium would likely be adjusted each year to reflect your individual claims experience. The corresponding rate changes might be extreme, depending on how poor or how favorable the experience was during the most recent contract periods. Pooling decreases volatility, since the cost of the high-cost claim is shared by the entire customer pool.

Proven results you can depend on

Our pooled approach has provided stability for our clients in good times and bad.

Below is the distribution of rate increases over the last three renewal years **2020-2022** [3]**:**



Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

SECTION TWO

Specific claims summary

City of St. Charles, Specific claims summary

The charts below show your current Specific claims activity related to your Specific deductible.

This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Number of claims beyond Specific deductible

Year	Spec level	Claim count	Expected	Actual to expected
Current	$200,000	0	2	0%
Prior 1	$200,000	2	4	52%
Prior 2	$175,000	5	4	117%
Totals		7	10	70%

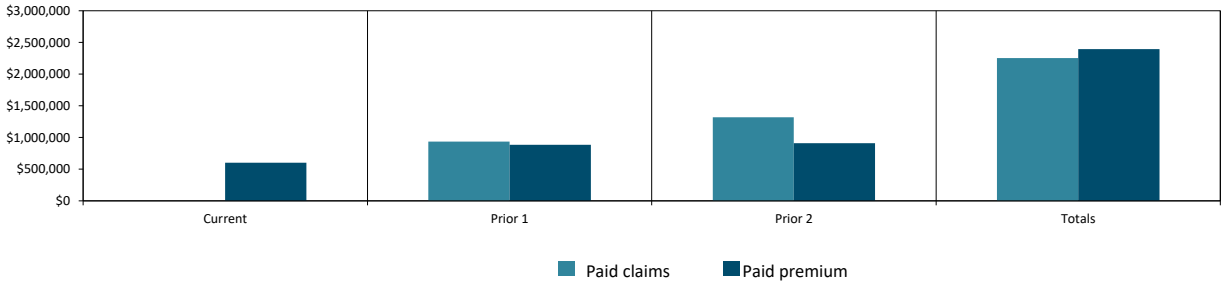
This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Reimbursed claims compared to paid premiums

Year	Claim count	Paid claims	Paid premium	Loss ratio
Current	0	$0	$600,294	0%
Prior 1	2	$933,901	$885,112	106%
Prior 2	5	$1,317,991	$911,639	145%
Totals	7	$2,251,892	$2,397,044	94%

This chart shows your total reimbursed claims compared to total paid premiums.

Paid claims versus paid premiums



This chart shows your total reimbursed claims compared to total premiums.

Estimated reimbursable claims

When preparing your renewal options, Sun Life assumes that a number of claims have not yet been reported in the current policy period. We use a completion factor to help us predict how many claims will be submitted for reimbursement in the remaining months of the policy period. A completion factor is an estimated amount of time it might take for an incurred stop-loss claim to be submitted for reimbursement.

Estimated reimbursable claims projection

Reported claims	Not-yet-reported claims
Spanning the 8 completed months of the policy year	Spanning the remaining 4 months in the policy year
42%	58%

This chart shows the estimated percentage of reported and not-yet-reported claims for your policy year as of the date of this renewal proposal.

Docusign Envelope ID: 35BEAEA3-F749-4746-8B6C-256F37A87E4F

Market factors that affect stop-loss rates

A variety of market factors impact the development of your stop-loss rates. Some of the more influential are medical trend, leveraged trend, your healthcare plan design, and your group's demographics. However, other factors such as economic conditions, current federal and state legislation, and the stop-loss industry itself are also taken into consideration.



Factors that affect stop-loss rates:

Healthcare plan and group demographics

Healthcare plan design services may like co-payments, deductibles, employee premium contributions, wellness programs, and participation levels

Type of health plan network is a health maintenance organization (HMO), national exclusive provider organization (EPO) or preffered provider organization (PPO) or a reference-based pricing approach

Group demographics like the employee population, geographic location of the employer, and type of industry.

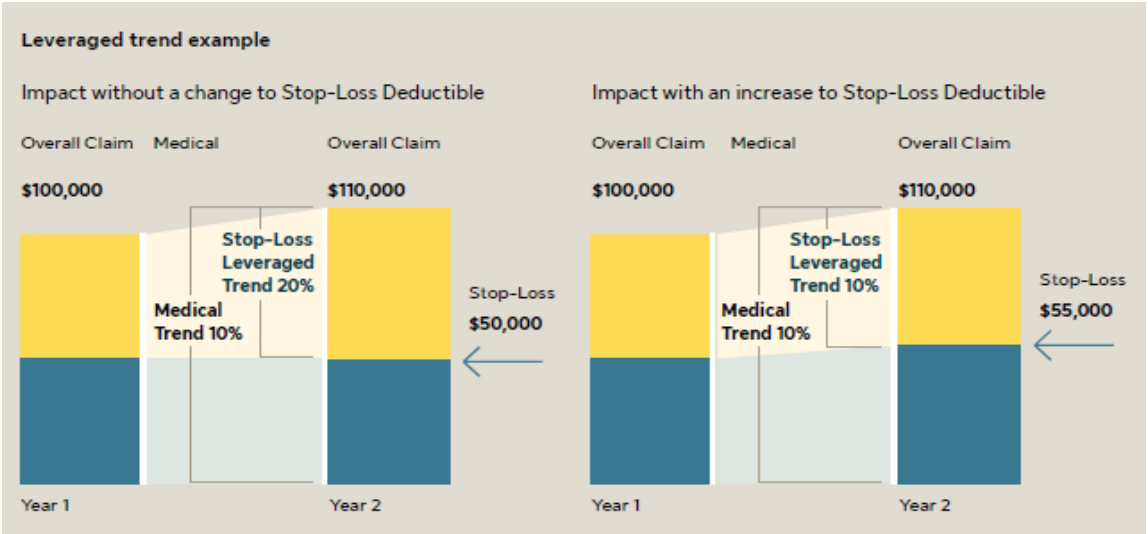
Medical trend is a prediction of how much healthcare costs will change over time. It is driven by a combination of the changes in costs for services as well as the rates of utilization. Historically, medical trend has increased at a rate that has outpaced inflation.[4]

Leveraged trend is a prediction of how much the cost of high-cost claims – the type of claims that stop-loss insurance covers – will rise or fall over time in relation to healthcare costs.

If the stop-loss deductible remains the same from year to year, the division of risk between the employer and the stop-loss insurer will change and the stop-loss carrier will assume a larger portion of the risk in return for higher premiums.

How can you reduce the impact of leveraged trend?
An employer can offset the effect of leveraged trend on its Specific stop-loss premium by choosing a higher specific deductible to offset the additional risk absorbed by the carrier.

Leveraged trend example



Renewal options

To accept the renewal proposal, please do the following:

- At the bottom of this page, **select a renewal option and sign where indicated.**
- Email, fax, or mail this page to me by December 1, 2025, in order to avoid a lapse in coverage.

Policyholder name:	City of St. Charles	Account number:	945113
Policyholder Address:	200 N 2nd Street	Renewal status:	Open
	Saint Charles, MO 63301	TPA Name:	UMR
Situs State:	MO	PPO Name:	United Healthcare, ChoicePlus
Renewal Eff. Date:	January 1, 2026		

Current and renewal rate summary

Tier	Employees
Composite	559
Total	**559**

Specific Stop-Loss policy details and renewal options

Plan thresholds	Current	Renewal option 1	Renewal option 2	Renewal option 3
Individual Specific deductible	$200,000	$200,000	$220,000	$225,000
Aggregating Specific deductible	None	None	None	None
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Claims basis	18/12	18/12	18/12	18/12
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Composite	$153.85	$165.85	$158.57	$157.22
Total monthly premium	**$86,002.15**	**$92,710.15**	**$88,640.63**	**$87,885.98**
Renewal rate action as a % increase to current monthly premium		7.8%	3.1%	2.2%

Aggregate Stop-Loss policy details and renewal options

Aggregate rates	Current	Renewal option 1	Renewal option 2	Renewal option 3
Aggregate Benefit Maximum	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Per employee per month rate	$5.72	$6.01	$6.01	$6.01
Total monthly premium	**$3,197.48**	**$3,359.59**	**$3,359.59**	**$3,359.59**
Renewal rate action as a % increase to current monthly premium		5.1%	5.1%	5.1%

Aggregate thresholds and rates	Current	Renewal option 1	Renewal option 2	Renewal option 3
Claims basis	18/12	18/12	18/12	18/12
Benefits covered	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Corridor	125%	125%	125%	125%
Minimum Attachment Point %	**90%**	**90%**	**90%**	**90%**
Composite Aggregate deductible factor	**$1,608.46**	**$1,631.28**	**$1,650.79**	**$1,656.00**
- Medical	$1,020.90	$1,082.97	$1,102.48	$1,107.69
- Rx Drug	$587.56	$548.31	$548.31	$548.31
Minimum Attachment Point	**$809,216.23**	**$820,696.97**	**$830,512.45**	**$833,133.60**
Estimated monthly renewal liability	**$899,129.14**	**$911,885.52**	**$922,791.61**	**$925,704.00**
Renewal rate action as a % increase to current monthly aggregate deductible factors.		1.4%	2.6%	3.0%

Total estimated annual plan costs

Total costs	Current	Renewal option 1	Renewal option 2	Renewal option 3
Total annual premium	$1,070,395.56	$1,152,836.88	$1,104,002.64	$1,094,946.84
Annual Aggregate Attachment Point	10,789,549.68	10,942,626.24	11,073,499.32	11,108,448.00
Total estimated self-funded plan costs	**$11,859,945.24**	**$12,095,463.12**	**$12,177,501.96**	**$12,203,394.84**
Renewal rate action as a % increase to total estimated annual plan cost.		2.0%	2.7%	2.9%

Select renewal option	X		

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in it.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to Dominic Whalen.

Policyholder Signature:_____ Date:_____

Printed Name:_____ Printed Title:_____

Attest: City Clerk

Certificate Of Completion

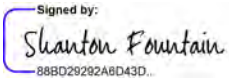
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Subject: Please DocuSign: Yellow-CRS-Electronic Routing - Health and Stop Loss renewal 2026
Source Envelope:
Document Pages: 11
Signatures: 4
Certificate Pages: 3
Initials: 5
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Time Zone: (UTC-06:00) Central Time (US & Canada)

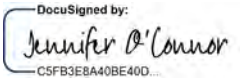
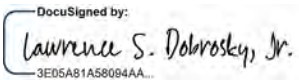
Envelope Originator:
Jennifer O'Connor
200 N Second St
Saint Charles, MO, MO 63301
jennifer.oconnor@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

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Holder: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Location: DocuSign

Status: Original
10/20/2025 3:09:02 PM
Holder: Willie Hantack
William.Hantack@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Shanton Fountain shanton.fountain@stcharlescitymo.gov HR Director City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 10:36:53 AM Viewed: 10/20/2025 10:44:47 AM Signed: 10/20/2025 10:45:08 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: 10/20/2025 10:45:10 AM Viewed: 10/20/2025 10:45:36 AM Signed: 10/20/2025 10:46:08 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: 10/20/2025 10:46:11 AM Resent: 10/20/2025 1:04:50 PM Viewed: 10/20/2025 1:05:34 PM Signed: 10/20/2025 1:06:15 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: 10/20/2025 1:06:17 PM Resent: 10/20/2025 1:33:02 PM Viewed: 10/20/2025 1:57:00 PM Signed: 10/20/2025 1:57:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 3:10:13 PM Viewed: 10/20/2025 3:10:59 PM Signed: 10/20/2025 3:11:09 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:  3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/20/2025 3:11:12 PM Viewed: 10/20/2025 3:14:05 PM Signed: 10/20/2025 3:14:16 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: 10/20/2025 3:14:19 PM Viewed: 10/20/2025 3:14:40 PM
LEGAL REVIEW City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/20/2025 1:57:15 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: 10/20/2025 3:10:13 PM Viewed: 10/20/2025 3:10:56 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
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Payment Events	Status	Timestamps

CITY OF ST. CHARLES

INTERDEPARTMENTAL COMMUNICATION

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: October 6, 2025

Subject: Monies collected and deposited in September 2025

Remarks:

The Municipal Division collected and deposited a total of ***$111,945.66*** during the month of ***September 2025***

The Municipal Division disbursed a grand total of **$94,795.51** to the City of Saint Charles.

Report : CZR0068a

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

Date : 30-Sep-202
Time : 4:26:25PI
Page :

ST CHARLES CITY MUNICIPAL
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Restitution	5034	2,090.23	(8)
Due To Debt Collection	5074	11,506.68	(47)
Clerk Fee-Municipal	6002	3,030.24	(1)
Court Automation	6008	4,055.18	(1)
CVC Surcharge State	6016	4,130.49	(1)
CVC Surcharge Muni	6018	93.45	(1)
Law Enf Arrest-Local	6020	1,634.15	(1)
LET-County	6022	1,160.00	(1)
POST-State	6024	579.30	(1)
Dom Viol - Muni	6032	2,297.36	(1)
Fine-Muni Ordin Other	6040	39,507.58	(1)
Inmate Security Fund	6056	1,152.50	(1)
Overpayment	6068	5.10	(1)
Clerk Fee-E/R	6102	3,921.49	(1)
CVC Surcharge-E/R	6118	120.92	(1)
Fines-E/R	6141	33,522.71	(1)
Overpayment-E/R	6168	0.01	(1)
Overpayments Detail Code	7506	64.95	(3)
Bond Forfeit-E/R	9201	3,600.00	(1)
Bonds Forfeited	9202	4,750.00	(1)
Bonds Refunded	9204	5,166.75	(33)
Total Checks Voided			
Checks Without APDC Code		0.00	(14)
Due To Debt Collection	5074	-5,276.68	(21)
Bonds Refunded	9204	-400.00	(2)
Net Cash Out		**116,712.41**	**(145)**

+ 400.00 void
- 5,166.75 Disbursed Bond Ref.
111,945.66 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: Sep 1, 2025 - Sep 30, 2025
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303		
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303	County: St. Charles County	Circuit: 11
Telephone Number:	Fax Number:	
Prepared by: Miranda Scott	E-mail Address: miranda.scott@courts.mo.gov	
Municipal Judge: Nicholas Brockmeyer		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	160	8,267	2,240
B. Cases (citations/informations) filed	6	304	86
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	1
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	12	271	38
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	187	5
6. dismissed by court	0	13	1
7. *nolle prosequi*	3	43	44
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	15	514	89
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	151	8,057	2,237
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	529
2. # Served/withdrawn during reporting period	371
3. # Outstanding at end of reporting period	7,209

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: Sep 1, 2025 - Sep 30, 2025

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$33,522.71
Clerk Fee - Excess Revenue	$3,921.49
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$120.92
Bond forfeitures (paid to city) - Excess Revenue	$3,600.00
Total Excess Revenue	$41,165.12
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$39,507.58
Clerk Fee - Other	$3,030.24
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$579.30
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$4,130.49
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$93.45
Law Enforcement Training (LET) Fund surcharge	$1,160.00
Domestic Violence Shelter surcharge	$2,297.36
Inmate Prisoner Detainee Security Fund surcharge	$1,152.50
Restitution	$2,090.23
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$4,750.00
Total Other Revenue	$58,791.15

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	$4,055.18
Due To Debt Collection	$6,230.00
Law Enf Arrest-Local	$1,634.15
Overpayment	$5.10
Overpayment-E/R	$0.01
Overpayments Detail Code	$64.95
Total Other Disbursements	$11,989.39
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$111,945.66
Bond Refunds	$4,766.75
Total Disbursements	$116,712.41

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 10/21/2025

Regular ☑ Special ☐ Comm. of Whole ☐

ATTACHMENT: YES ☑ NO ☐

Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:

Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the 501 South Main Street 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 501 South Main Street 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: EBG

On Behalf of Council Member(s): N/A

Dept. Dir.:

HUSCH BLACKWELL

Claire M. LaFont
Senior Associate

120 South Riverside Plaza, Suite 2200
Chicago, IL 60606
Direct: 312.526.1629
Fax: 314.655.1501
claire.lafont@huschblackwell.com

September 30, 2025

CERTIFIED MAIL, RETURN RECEIPT
City Clerk
City of St. Charles
200 N. 2nd Street, #402
St. Charles, MO 63301

Re: 501 South Main Street Community Improvement District, Proposed FY 2026 Budget

To Whom It May Concern:

The 501 South Main Street Community Improvement District (the "CID") is a community improvement district of the State of Missouri formed pursuant to Sections 67.1401 to 67.1571 RSMo. (the "CID Act") and Ordinance No. 2018-257 of the City of St. Charles (the "City"). Pursuant to subsection 67.1471.2 of the CID Act, the CID is required to submit to the governing body of the City its proposed annual budget. As the CID Act requires that the fiscal year of the CID be the same as that of the City, the first day of the 2026 Fiscal Year for the CID is January 1, 2026.

In furtherance of the requirements of subsection 67.1471.2 of the CID Act, please find enclosed the *Proposed Annual Budget Fiscal Year 2026*. Per the provisions of the CID Act, the enclosed represents only a proposed budget, and is subject to change based on a variety of factors, including, but not limited to: recommendations of the City, changes made by the CID upon final adoption of such budget, and the variables referenced in the proposed budget.

Should you have any questions concerning the enclosed document, please do not hesitate to contact me. Thank you.

Sincerely,

Claire M. LaFont

Claire M. LaFont

cc: Missouri Department of Revenue (via email)
Missouri State Auditor (via email)

501 SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT

FISCAL YEAR 2026 PROPOSED ANNUAL BUDGET

This Fiscal Year 2026 Proposed Annual Budget of 501 South Main Street Community Improvement District (the "CID" or the "District") constitutes the proposed annual budget of the CID pursuant to Section 67.1471.3 RSMo. The CID was established by the City of St. Charles, Missouri (the "City") pursuant to Ordinance No. 2018-257. The fiscal year of the CID is, pursuant to the CID Act, the same as the fiscal year of the City, which is the same as the calendar year. This budget sets forth the expected and estimated revenues and expected and proposed expenditures of the CID as contemplated by its Board of Directors for the fiscal year beginning on January 1, 2026 and ending on December 31, 2026 ("Fiscal Year 2026") as of the date of adoption. Actual revenues and expenditures may vary due to a variety of factors that are at this time unknown, including, but not limited to, the amount of taxable retail sales within the CID. This budget is not intended to and does not limit the CID or its Board of Directors in any way in the event that actual revenues or expenditures vary from those stated herein.

1. Expected and Proposed Expenditures

The only expected expenditures of the CID for Fiscal Year 2026 are the payment of principal and interest on that certain CID Note dated March 27, 2020 issued in order to finance certain improvements to the buildings or structures within the District pursuant to that certain Development Agreement and the payment of formation costs of the District. It is expected that all revenues received by the District, after the cost of collection and administration, will be expended to pay the principal and interest on such CID Note. The exact amount of such expenditures is not yet determined and is contingent upon the actual retail sales generated within the District.

The expected and proposed expenditures of the CID for Fiscal Year 2026 are set forth in more detail in the attached worksheet.

2. Expected and Estimated Revenues

The revenues expected are uncertain depending on the amount of taxable retail sales within the District in Fiscal Year 2026. It is estimated that the amount of such revenues will equal approximately $56,000.00, which amount is detailed in the attached worksheet. This amount is only a projected estimate and is subject to change depending on the actual amount of taxable retail sales within the District in Fiscal Year 2026.

3. Rates of Taxes

Pursuant to Resolution No. 2018-04 of the CID, which resolution was subsequently approved by the qualified voters of the District, the CID has imposed a sales and use tax upon all taxable retail sales within the District in the amount of one percent (1%). The CID has not imposed any real property tax.

4. Rates of Assessment

The CID has not imposed any special assessments upon real property within the District.

501 SOUTH MAIN STREET
COMMUNITY IMPROVEMENT DISTRICT

Budget for the 2026 Fiscal Year
(January 1, 2026 through December 31, 2026)

BEGINNING BALANCE:	$39.76
ESTIMATED INCOME:	
CID 1% Sales and Use Tax	$56,000.00
TOTAL RECEIPTS	$56,039.76
ESTIMATED DISBURSEMENTS:	
District Administrative Costs	($2,500.00)
Payment of Principal and Interest on Obligations	($51,039.76)
TOTAL DISBURSEMENTS	($53,539.76)
ESTIMATED ENDING BALANCE	$2,500.00

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the 1st Capitol Drive 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 and amended budget for 2025 for the 1st Capitol Drive 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir:

1ST CAPITOL DRIVE
COMMUNITY IMPROVEMENT DISTRICT

PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2026

ANNUAL BUDGET
YEAR ENDING DECEMBER 31, 2025

BUDGET TO ACTUAL
YEAR ENDING DECEMBER 31, 2024

BUDGET MESSAGE

On January 4, 2022, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the City Council of the City of St. Charles, Missouri (the "City") approved Ordinance No. 22-005 (the "Ordinance"), which established the 1st Capitol Drive Community Improvement District (the "District"). The District is a political subdivision of the State of Missouri.

The Ordinance provided that the District be established for the sole purpose of funding various improvements within the District boundaries (the "CID Project"), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new commercial development within the District. Specifically, the District is proposed to provide funding for the following items: (a) various public improvements within the boundaries of the District, including without limitation (i) the demolition of existing public improvements, (ii) sidewalks, (iii) alleys, (iv) utility burial, and (v) landscaping and site improvements; (b) various services within the District boundaries, including without limitation (i) architectural fees, (ii) interest carry, (iii) legal/accounting fees, (iv) civil engineering, (v) landscape design, (vi) permits, (vii) insurance, and (vii) construction fee; (c) contract with the property owner to provide for the demolition and removal of the existing buildings and structures; and (d) any related public improvements, services or activities outlined in the Ordinance.

For the year ending December 31, 2023, the District began the year with a fund balance of $2,774. The District received $12,498 in CID Sales Tax. The District incurred $4,089 in expenses related to administration, banking, and project cost reimbursements. The year end fund balance was $11,182.

During the year ending December 31, 2024, the District began the year with a fund balance of $11,182. The District anticipates receiving approximately $17,150 in CID Sales Tax revenue during the year. The District further anticipates incurring approximately $17,150 in expenses related to administration, banking, and project cost reimbursements. The anticipated year end fund balance is expected to be $11,182.

During the year ending December 31, 2025, the District anticipated beginning the year with a fund balance of approximately $11,182. The District anticipates receiving approximately $20,000 in CID Sales Tax revenue during the year. The District further anticipates incurring approximately $20,000 in expenses related to administration, banking, and project cost reimbursements. The anticipated year end fund balance is expected to be $11,182.

1ST CAPITOL DRIVE
Preliminary Budget
January 1 - December 31, 2026

	Proposed Budget
Income	
CID Sales Tax	$ 12,100.00
Interest	$ 175.00
Total Income	$ 12,275.00
Expense	
Administration Fee	$ 4,000.00
Bank Fees	$ 100.00
Project Cost Reimbursement	$ -
Total Expense	$ 4,100.00
Net Income	**$ 8,175.00**
Beginning Balance	$ 26,345.19
Ending Balance	$ 34,520.19

1ST CAPITOL DRIVE
Annual Budget
Year Ending December 31, 2025

	Actual January - August 2025	Amended Budget	Proposed Budget
Income			
CID Sales Tax	$ 8,017.50	$ 12,100.00	$ 20,000.00
Interest	$ 107.51	$ 175.00	0.00
Total Income	$ 8,125.01	$ 12,275.00	20,000.00
Expense			
Administration Fee	$ 4,000.00	$ 4,000.00	4,000.00
Bank Fees	$ -	$ 100.00	100.00
Project Cost Reimbursement	$ -	$ -	15,900.00
Total Expense	$ 4,000.00	$ 4,100.00	20,000.00
Net Income	$ 4,125.01	$ 8,175.00	**0.00**
Beginning Balance		$ 22,220.18	
Ending Balance		$ 30,395.18	

1ST CAPITOL DRIVE
Budget to Actual
Year Ending December 31, 2024

	Actual January - July 2024	Amended Budget	Original Budget
Income			
CID Sales Tax	14,871.54	17,000.00	20,000.00
Interest	166.30	150.00	0.00
Total Income	15,037.84	17,150.00	20,000.00
Expense			
Administration Fee	4,000.00	4,000.00	4,000.00
Bank Fees	0.00	100.00	100.00
Project Cost Reimbursement	0.00	13,050.00	15,900.00
Total Expense	4,000.00	17,150.00	20,000.00
Net Income	**11,037.84**	**0.00**	**0.00**

Beginning Balance	$	11,182.34
Ending Balance	$	22,220.18

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Bogey Hills Plaza 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 and amended budget for 2025 for the Bogey Hills Plaza 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

BOGEY HILLS PLAZA
COMMUNITY IMPROVEMENT DISTRICT

PROPOSED BUDGET
YEAR ENDING - DECEMBER 31, 2026

AMENDED BUDGET
YEAR ENDING - DECEMBER 31, 2025

BUDGET TO ACTUAL
YEAR ENDING - DECEMBER 31, 2024

BUDGET MESSAGE

Pursuant to the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Bogey Hills Plaza Community Improvement District (the "District") was formed by Ordinance No. 19-173 of the City of St. Charles, Missouri (the "City") passed September 4, 2019 (the "Ordinance"). The Ordinance provided that the District be established to support the development of the Project by providing revenues for CID project improvements, as described in the five-year plan attached to the Petition, and by providing revenues to repay any obligations issued in relation to the Project.

On September 6, 2019, in accordance with the CID Act and the Petition, the Board of Directors of the District authorized the District to impose a one percent (1%) (the "CID Sales Tax") upon approval by the qualified voters of the District, on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities. The qualified voters of the District approved the CID Sales Tax at a mail-in election held on September 6, 2019, pursuant to Section 67.1545.1 of the CID Act.

For the year ending December 31, 2024, the District began the year with a fund balance of $174,706. The District received CID Sales Tax revenues in the amount of $649,348. The District incurred operational costs and loan principal and interest expenses of in the amount of $649,533. The District's year end fund balance was $174,521. The outstanding balance on the District's bank loan was $3,368,238.26.

For the year ending December 31, 2025, the District anticipates began the year with a fund balance of $174,521. The District anticipates receiving CID Sales Tax revenues totaling approximately $650,000. The District anticipates incurring operational costs and loan principal and interest expenses of approximately $650,894. The District's year end fund balance is anticipated to be approximately $173,627. The outstanding balance on the CID loan is anticipated to be approximately $2,827,247.

For the year ending December 31, 2026, the District anticipates beginning the year with a fund balance of approximately $173,627. The District anticipates receiving CID Sales Tax revenues totaling approximately $660,000. The District anticipates incurring operational costs and loan principal and interest expenses of approximately $650,170. The District's year end fund balance is anticipated to be approximately $183,457. The outstanding balance on the CID loan is anticipated to be approximately $2,286,256. The Bogey Hills Plaza CID anticipates to refinance the First Bank loan during 2026. The current loan matures on March 31, 2026.

Bogey Hills Plaza Community Improvement District
Proposed Budget
Year Ending December 31, 2026

	Proposed Budget
Ordinary Income/Expense	
Income	
CID Sales Tax	660,000.00
Total Income	660,000.00
Expense	
Loan Expense	
Interest	90,000.00
Principal	540,991.00
Total Loan Expense	630,991.00
Operating Fund Expenses	
Administration Fee	7,000.00
Audit	3,520.00
Insurance	1,559.00
Legal	7,000.00
Total Operating Fund Expenses	19,079.00
Service Charge	100.00
Total Expense	650,170.00
Net Ordinary Income	9,830.00
Net Income	**9,830.00**

Beginning Balance	$ 173,627.26
Ending Balance	$ 183,457.26

Debt Outstanding	1/1/2026	Issued	Retired	12/31/2026
First Bank Loan	$ 2,827,247.26	$ -	$ (540,991.00)	$ 2,286,256.26
Total	$ 2,827,247.26	$ -	$ (540,991.00)	$ 2,286,256.26

Note: The Bogey Hills Plaza CID loan with First Bank matures on March 31, 2026 and will be due for restructure; that restructure will affect the budget and require a future amendment.

Bogey Hills Plaza Community Improvement District
Amended Budget
Year Ending December 31, 2025

	Actual Jan - Sept. 2025	Amended Budget	Budget
Ordinary Income/Expense			
Income			
CID Sales Tax	512,386.53	650,000.00	650,000.00
Total Income	512,386.53	650,000.00	650,000.00
Expense			
Loan Expense			
Interest	72,418.60	90,000.00	90,000.00
Principal	460,509.50	540,991.00	540,991.00
Total Loan Expense	532,928.10	630,991.00	630,991.00
Operating Fund Expenses			
Administration Fee	3,173.74	6,173.74	6,000.00
Audit	3,519.70	3,520.00	2,700.00
Insurance	545.00	1,559.00	1,559.00
Legal	603.75	8,650.00	8,650.00
Total Operating Fund Expenses	7,842.19	19,902.74	18,909.00
Service Charge	0.00	0.00	100.00
Total Expense	540,770.29	650,893.74	650,000.00
Net Ordinary Income	-28,383.76	-893.74	0.00
Net Income	**-28,383.76**	**-893.74**	**0.00**

Beginning Balance	$ 174,521.00
Ending Balance	$ 173,627.26

Debt Outstanding		1/1/2025	Issued	Retired	12/31/2025
First Bank Loan		$ 3,368,238.26	$ -	$ (540,991.00)	$ 2,827,247.26
	Total	$ 3,368,238.26	$ -	$ (540,991.00)	$ 2,827,247.26

Bogey Hills Plaza Community Improvement District

Statement of Revenues Collected and Expenditures Paid -
General Fund - Budget and Actual - Cash Basis
For the Year Ended December 31, 2024

	Budgeted Amount Original	Budgeted Amount Final	Actual	Variance - Favorable (Unfavorable)
Revenues				
CID sales tax revenues	$ 600,000	$ 650,000	$ 649,348	$ (652)
Total Revenues	$ 600,000	$ 650,000	$ 649,348	$ (652)
Expenditures				
Bank fees	$ 100	$ 100	$ -	$ 100
Administrative expenses	6,000	6,000	6,000	-
Insurance expenses	1,559	1,559	794	765
Audit fees	2,700	2,700	2,700	-
Legal and professional fees	8,650	8,650	1,284	7,366
Interest expense	110,000	100,000	110,815	(10,815)
Loan principal repayment	490,000	530,991	527,940	3,051
Total Expenditures	$ 619,009	$ 650,000	$ 649,533	$ 467
Net Change in Fund Balance	$ (19,009)	$ -	$ (185)	$ (185)
Fund Balance - Beginning of the year		174,706	174,706	
Fund Balance - End of the year		$ 174,706	$ 174,521	

Fist Bank Loan		
Balance at January 1, 2024	$	3,899,229.26
Loan Issued	$	-
Loan Repaid	$	(530,991.00)
Balance at December 31, 2024	**$**	**3,368,238.26**

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 8 **Sponsor(s):** N/A

Description:
Receipt of the Proposed Annual Budget for 2026 and First Amended Budget for 2025 as Submitted by the Board of Directors of the Charlestowne Crossing Villas 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 and first amended budget for 2025 for the Charlestowne Crossing Villas 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

EXHIBIT A

CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT

PRELIMINARY BUDGET YEAR ENDING DECEMBER 31, 2026

FIRST AMENDED BUDGET YEAR ENDING DECEMBER 31, 2025

BUDGET TO ACTUAL YEAR ENDING - DECEMBER 31, 2024

BOARD OF DIRECTORS

Jason Hughes, Chair

Courtney Hughes, Secretary/Treasurer

Bev Creason, Asst. Treasurer

Jack Hanff, Director

Shawn Luesse, Director

Laura Lashley, Assistant Secretary

Development Dynamics
District Administrator

BUDGET MESSAGE BY CHAIR JASON HUGHES

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"CID Act"*), the Charlestowne Crossing Villas Community Improvement District (the *"District"*) was formed by Ordinance No. 21-198 of the City of St. Charles, Missouri (the *"City"*) passed on December 7, 2021, (the *"Ordinance"*). The District is a political subdivision of the State of Missouri.

The voters of the District approved the imposition of an annual special assessment (the "Special Assessment") for the purpose of paying the cost of the Project and the costs of formation and operation of the District; and

On February 11, 2022, the District approved Resolution No. 22-006, authorizing the imposition of a special assessment. On July 13, 2022, the special assessment was amended by Ordinance 22-086. The special assessment is now a flat rate of fourteen hundred dollars ($1,400.00) per improved residential lot in the District. The CID Special Assessment has been levied and is currently being levied at a rate of $1,400.00 per improved residential lot.

Pursuant to Section 67.1541.2 of the CID Act, the County Collector of St. Charles County, Missouri shall collect the CID Special Assessment in the same manner as other special assessments are collected and may deduct the reasonable and actual cost of such collection from the CID Special Assessment collected (not to exceed 1% of the amount collected).

During the fiscal year ending December 31, 2024, the District received $66,412.93 of CID Special Assessment revenues and $365.24 in interest. The District incurred expenditures of $5,000 consisting of administrative fees. Certificate No. 1 was issued during the fiscal year in the amount of $1,465,000.

During the fiscal year ending December 31, 2025, the District anticipates approximately interest of $200 and 99,134 of CID Special Assessment revenues based on the assumption of 73 lots with a maximum special assessment of $1,400 per lot (Ordinance No. 22-086). The District anticipates expenditures of approximately $121,500 consisting of administrative fees and expenses of approximately $7,500, bank fees of approximately $150, $1,000 in estimated legal fees, and developer reimbursement of $114,000. The District anticipates the outstanding amount of Certificate No. 1 to be $1,351,000 as of the fiscal year ending December 31, 2025.

During the fiscal year ending December 31, 2026, the District anticipates approximately interest of $300 and $99,134 of CID Special Assessment revenues. The District anticipates expenditures of approximately $98,500 consisting of administrative fees and expenses of approximately $7,500, bank fees of approximately $150, approximately $1000 in legal fees, and developer reimbursement of $91,000. The District anticipates the outstanding amount of Certificate No. 1 to be $1,260,000 as of the fiscal year ending December 31, 2026.

CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT
Proposed Budget for Fiscal Year Ending
December 31, 2026

	Proposed Budget
Income	
Interest	300
CID Special Assessment	99,134.00
Total Income	99,434.00
Expense	
Operational Expenses	
Administration	7,500.00
Banking Fees	150.00
Legal Fees	1,000.00
Total Operational Expenses	7,500.00
Developer Reimbursement	91,000.00
Total Expense	98,500.00
Net Income	**934.00**

Beginning Balance	$ 9,328.17
Ending Balance	$ 10,262.17

Obligation Outstanding	Balance 1/1/2025	Issued in FYE 2025	Retired in FYE 2025	Balance 12/31/2025
Certificate No.1	$ 1,351,000.00	$ -	$ (91,000.00)	**$ 1,260,000.00**
Total	**$ 1,351,000.00**	**$ -**	**$ (91,000.00)**	**$ 1,260,000.00**

CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT
First Amended Budget for Fiscal Year Ending December 31, 2025

Charlestowne Crossing Villas CID
2025 Amended Budget

	Actual January-Febuary 2025	Amended Budget	Proposed Budget
Income			
Interest	64.05	200.00	100.00
CID Special Assessment	62,997.41	99,134.00	99,134.00
Total Income	63,061.46	99,334.00	99,234.00
Expense			
Operational Expenses			
Administration	7,500.00	7,500.00	5,000.00
Banking Fees	0.00	150.00	150.00
Legal Fees	0.00	1,000.00	1,000.00
Total Operational Expenses	7,500.00	8,650.00	5,000.00
Developer Reimbursement	114,000.00	114,000.00	94,234.00
Total Expense	121,500.00	122,650.00	99,234.00
Net Income	-58,438.54	**-23,316.00**	**0.00**

Beginning Balance	$ 61,778.17
Ending Balance	$ 38,462.17

Obligation Outstanding	Balance 1/1/2025	Issued in FYE 2025	Retired in FYE 2025	Balance 12/31/2025
Certificate No.1	$ 1,465,000.00	$ -	$ (114,000.00)	**$ 1,351,000.00**
Total	**$ 1,465,000.00**	**$ -**	**$ (114,000.00)**	**$ 1,351,000.00**

CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT
Budget to Actual for Fiscal Year Ending
December 31, 2024

	Actual January 2024	Second Amended Budget	Amended Budget	Original FYE 2024 Budget
Income				
Interest	365.24	100	0	0
CID Special Assessment	66,412.93	99,134.00	99,134.00	125,000.00
Total Income	66,778.17	99,234.00	99,134.00	125,000.00
Expense				
Operational Expenses				
Administration	5,000.00	5,000.00	5,000.00	5,000.00
Banking Fees	0.00	150.00	150.00	150.00
Legal Fees	0.00	1,000.00	1,000.00	1,000.00
Total Operational Expenses	5,000.00	6,150.00	6,150.00	5,000.00
Developer Reimbursement	0.00	92,834.00	0.00	0.00
Total Expense	5,000.00	98,984.00	6,150.00	5,000.00
Net Income	61,778.17	250.00	92,984.00	120,000.00

Beginning Balance	$ -
Ending Balance	$ 61,778.17

Obligation Outstanding	Balance 1/1/2024	Issued in FYE 2024	Retired in FYE 2024	Balance 12/31/2024
Certificate No.1	$ -	$ 1,465,000	$ -	$ 1,465,000.00
Total	**$ -**	**$ 1,465,000**	**$ -**	**$ 1,465,000.00**

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 8 **Sponsor(s):** N/A

Description:
Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Elm & 370 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 and amended budget for 2025 for the Elm & 370 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

EXHIBIT A

ELM & 370
COMMUNITY IMPROVEMENT DISTRICT

ANNUAL BUDGET
YEAR ENDING - DECEMBER 31, 2026

AND

AMENDED BUDGET
YEAR ENDING - DECEMBER 31, 2025

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Elm & 370 Community Improvement District (the "District") was formed by Ordinance No. 06-42 of the City of St. Charles, Missouri (the "City") passed on February 21, 2006, (the "Ordinance"). The District is a political subdivision of the State of Missouri

On September 22, 2006, the District approved Resolution No. 2006-004, authorizing a mail-in election to be conducted to impose a CID Sales Tax at a rate of one percent (1%) for the purpose of financing certain community improvements and the costs of formation and operation of the District, which CID Sales Tax became effective following the adoption of the CID Sales Tax by the qualified voters of the District at an election held in accordance with Section 67.1541.1 of the CID Act.

In 2007, the District issued its Community Improvement Taxable Sales Tax Revenue Note (the "CID Note") to finance the Project. The CID Note was issued in a principal amount of $815,222.00. A partial write-off on the CID Notes outstanding occurred December 27, 2024 in the amount of $203,805.50.

In 2024, the District received CID sales and use tax revenues of approximately $108,545.54 and interest earnings of $1,293.47. The District expenditures were $105,683.14, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance equaled $50,541.34. The outstanding Series 2007 Revenue Note had a balance of $530,339.64 at year end.

In 2025, the District anticipates CID sales and use tax revenues of approximately $128,000. The District further anticipates expenditures of approximately $122,420, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance is anticipated to be approximately $57,371. The District Series 2007 Revenue Note balance is anticipated to be approximately $448,340 at year end.

In 2026, the District anticipates CID sales and use tax revenues of approximately $128,000. The District further anticipates expenditures of approximately $113,500, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance is anticipated to be approximately $67,578. The District Series 2007 Revenue Note balance is anticipated to be approximately $363,340 at year end.

Elm & 370 Community Improvement District
Proposed Budget
Year Ending December 31, 2026

	Proposed Budget
Ordinary Income/Expense	
Income	
CID Income	
Sales Tax Revenue	80,000.00
Use Tax Revenue	48,000.00
Total CID Income	128,000.00
Trustee Income	
Debt Service	
Interest	1,200.00
Total Debt Service	1,200.00
Operating Fund	
Interest	50.00
Total Operating Fund	50.00
Total Trustee Income	1,250.00
Total Income	129,250.00
Expense	
CID Expenses	
Bank Fees	300.00
Total CID Expenses	300.00
Trustee Expenses	
Debt Service	
Interest Payment	28,500.00
Principal Payment	85,000.00
Total Debt Service	113,500.00
Operating Fund	
Administration	4,243.60
Insurance	0.00
Legal	600.00
Trustee	400.00
Total Operating Fund	5,243.60
Total Trustee Expenses	118,743.60
Total Expense	119,043.60
Net Ordinary Income	10,206.40
Other Income/Expense	
Other Income	
Tranfer In	
To Debt Serv From Sales Tax	48,000.00
To Operating From Debt Service	5,243.60
Total Tranfer In	53,243.60
Total Other Income	53,243.60
Other Expense	
Transfer Out	
From Debt Service to Operating	5,243.60
From Sales Tax to Debt Service	48,000.00
Total Transfer Out	53,243.60
Total Other Expense	53,243.60
Net Other Income	0.00
Net Income	**10,206.40**

Beginning Balance	$ 57,371.34
Ending Balance	$ 67,577.74

Debt Outstanding	1/1/2026	Issued	Retired	12/31/2026
Series 2007 Revenue Note	$ 448,339.64	$ -	$ (85,000.00)	$ 363,339.64

Elm & 370 Community Improvement District
Amended Budget
Year Ending December 31, 2025

	Actual (Jan. to July, 2025)	Amended Budget	Proposed Budget
Ordinary Income/Expense			
Income			
CID Income			
Sales Tax Revenue	46,939.88	80,000.00	110,000.00
Use Tax Revenue	33,335.14	48,000.00	0.00
Total CID Income	80,275.02	128,000.00	110,000.00
Trustee Income			
Debt Service			
Interest	609.99	1,200.00	1,000.00
Total Debt Service	609.99	1,200.00	1,000.00
Operating Fund			
Interest	21.18	50.00	50.00
Total Operating Fund	21.18	50.00	50.00
Total Trustee Income	631.17	1,250.00	1,050.00
Total Income	80,906.19	129,250.00	111,050.00
Expense			
CID Expenses			
Bank Fees	163.97	300.00	275.00
Total CID Expenses	163.97	300.00	275.00
Trustee Expenses			
Debt Service			
Interest Payment	18,561.89	35,000.00	35,000.00
Principal Payment	30,805.69	82,000.00	70,775.00
Total Debt Service	49,367.58	117,000.00	105,775.00
Operating Fund			
Administration	0.00	4,120.00	4,000.00
Insurance	0.00	0.00	0.00
Legal	0.00	600.00	600.00
Trustee	0.00	400.00	400.00
Total Operating Fund	0.00	5,120.00	5,000.00
Total Trustee Expenses	49,367.58	122,120.00	110,775.00
Total Expense	49,531.55	122,420.00	111,050.00
Net Ordinary Income	31,374.64	6,830.00	0.00
Other Income/Expense			
Other Income			
Tranfer In			
To Debt Serv From Sales Tax		48,000.00	0.00
To Operating From Debt Service		5,120.00	4,000.00
Total Tranfer In		53,120.00	4,000.00
Total Other Income		53,120.00	4,000.00
Other Expense			
Transfer Out			
From Debt Service to Operating		5,120.00	4,000.00
From Sales Tax to Debt Service		48,000.00	0.00
Total Transfer Out		53,120.00	4,000.00
Total Other Expense		53,120.00	4,000.00
Net Other Income		0.00	0.00
Net Income		**6,830.00**	**0.00**

Beginning Balance	$ 50,541.34
Ending Balance	$ 57,371.34

Debt Outstanding	1/1/2025	Issued	Retired	12/31/2025
Series 2007 Revenue Note	$ 530,339.64	$ -	$ (82,000.00)	$ 448,339.64

Elm & 370 Community Improvement District
Budget to Actual
Year Ending December 31, 2024

	Actual 2024	Amended Budget	Original Budget
Ordinary Income/Expense			
Income			
CID Income			
Sales Tax Revenue	63,103.50	110,000.00	86,000.00
Use Tax Revenue	45,442.04		
Interest	0.00		
Total CID Income	108,545.54	110,000.00	86,000.00
Trustee Income			
Debt Service			
Interest	1,243.15	1,500.00	500.00
Total Debt Service	1,243.15	1,500.00	500.00
Operating Fund			
Interest	50.32	50.00	50.00
Total Operating Fund	50.32	50.00	50.00
Total Trustee Income	1,293.47	1,550.00	550.00
Total Income	109,839.01	111,550.00	86,550.00
Expense			
CID Expenses			
Bank Fees	298.65	275.00	275.00
Total CID Expenses	298.65	275.00	275.00
Trustee Expenses			
Debt Service			
Interest Payment	20,307.63	20,307.63	81,000.00
Principal Payment	81,076.86	85,967.37	81,000.00
Total Debt Service	101,384.49	106,275.00	162,000.00
Operating Fund			
Administration	4,000.00	4,000.00	4,000.00
Insurance	0.00	0.00	0.00
Legal	0.00	600.00	600.00
Trustee	0.00	400.00	400.00
Total Operating Fund	4,000.00	5,000.00	5,000.00
Total Trustee Expenses	105,384.49	111,275.00	167,000.00
Total Expense	105,683.14	111,550.00	167,275.00
Net Ordinary Income	4,155.87	0.00	-80,725.00
Other Income/Expense			
Other Income			
Tranfer In			
To Debt Serv From Sales Tax	108,249.00	0.00	86,000.00
To Operating From Debt Service	4,000.00	4,000.00	4,000.00
Total Tranfer In	112,249.00	4,000.00	90,000.00
Total Other Income	112,249.00	4,000.00	90,000.00
Other Expense			
Transfer Out			
From Debt Service to Operating	4,000.00	4,000.00	4,000.00
From Sales Tax to Debt Service	108,249.00	0.00	86,000.00
Total Transfer Out	112,249.00	4,000.00	90,000.00
Total Other Expense	112,249.00	4,000.00	90,000.00
Net Other Income	0.00	0.00	0.00
Net Income	**4,155.87**	**0.00**	**-80,725.00**

Beginning Balance	$ 46,385.47
Ending Balance	$ 50,541.34

Debt Outstanding	1/1/2024	Issued	Retired	12/31/2024
Series 2007 Revenue Note	$ 611,416.50	$ -	$ (81,076.86)	$ 530,339.64

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 8 **Sponsor(s):** N/A

Description:
Receipt of the Proposed Annual Budget for 2026, Amended Budget for 2025 and Budget to Actual for 2025 as Submitted by the Board of Directors of the Elm Point Commons 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, amended budget for 2025 and budget to actual for 2025 for the Elm Point Commons 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

EXHIBIT A

ELM POINT COMMONS
COMMUNITY IMPROVEMENT DISTRICT

PROPOSED BUDGET
YEAR ENDING - DECEMBER 31, 2026

AMENDED BUDGET
YEAR ENDING - DECEMBER 31, 2025

BUDGET TO ACTUAL
YEAR ENDING – DECEMBER 31, 2024

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act") and an ordinance duly adopted on July 11, 2006, the City Council of the City of St. Charles, Missouri (the "City") approved the formation of The Elm Point Commons Community Improvement District, a political subdivision of the State (the "District"), for the purpose of financing the costs of certain improvements (the "Project") and services within the District and paying the costs of formation and operation of the District.

The voters of the District approved the imposition of an annual special assessment (the "Special Assessment") for the purpose of paying the cost of the Project and the costs of formation and operation of the District; and

In 2007, the District authorized and issued its Special Assessment Revenue Bonds, Series 2007, in the principal amount of $2,530,000 (the "Series 2007 Bonds") for the purpose of paying certain Project costs.

In 2022, the Board of Directors of the District determined it was in the best interests of the District to issue $refinance its Special Assessment Refunding Revenue Bonds, for the purpose of providing funds, together with other legally available funds of the District, to (a) refund the outstanding Series 2017 Bonds, (b) fund a debt service reserve fund to secure the Bonds, and (c) pay the costs of issuance of the Bonds. The CID Special Assessment revenues are pledged to repayment of the CID Bonds (including payment of any trustee fees).

The District began the year ending December 31, 2024 with a fund balance of $144,447. The District CID Special Assessment revenues totaled $115,944.24 (after deduction of a St. Charles County collection fee). The District expenses totaled $97,195.50 associated with debt service and operational expenses. The District's year end fund balance equaled $163,327 and the outstanding principal balance on the Series 2022 bonds totaled $1,093,331.

The District anticipates beginning the year ending December 31, 2025 with a fund balance of approximately $163,327. The District anticipates CID Special Assessment revenues of approximately $105,000 (after deduction of a St. Charles County collection fee). The District further anticipates expenses of approximately $102,416 associated with debt service and operational expenses. The District's year end fund balance is anticipated to be approximately $166,051 and the outstanding principal balance on the Series 2022 bonds to be $1,052,430.

The District anticipates beginning the year ending December 31, 2026 with a fund balance of approximately $166,051. The District anticipates CID Special Assessment revenues of approximately $115,000 (after deduction of a St. Charles County collection fee). The District further anticipates expenses of approximately $114,695 associated with debt service and operational expenses. The District's year end fund balance is anticipated to be approximately $166,456 and the outstanding principal balance on the Series 2022 bonds to be $994,430.

Elm Point Commons Community Improvement District
Proposed Budget
December 31, 2026

	Preliminary Budget
Income	
Special Assessment Revenue	115,000.00
Interest	100.00
Total Income	115,100.00
Expense	
Bank Fees	180.00
Interest	45,000.00
Principal	58,000.00
Administration	6,180.00
Insurance/Legal	3,000.00
Arbitrage Rebate Calculation	0.00
Trustee	2,335.00
Total Expense	114,695.00
Net Income	**405.00**

Beginning Balance	$ 166,050.99
Ending Balance	$ 166,455.99

Debt Outstanding	1/1/2026	Issued	Retired	12/31/2026
Series 2022	$ 1,052,430.17	$ -	$ (58,000.00)	$ 994,430.17

Elm Point Commons Community Improvement District
Amended Budget
Year Ending December 31, 2025

	Actual (Jan. to July, 2025)	Amended Budget	Preliminary Budget
Income			
Special Assessment Revenue	104,716.24	105,000.00	115,000.00
Interest	125.73	140.00	100.00
Total Income	104,841.97	105,140.00	115,100.00
Expense			
Bank Fees	92.35	180.00	180.00
Interest	24,326.62	50,000.00	50,000.00
Principal	40,901.04	40,901.00	58,000.00
Administration	6,000.00	6,000.00	6,000.00
Insurance/Legal	0.00	3,000.00	3,000.00
Arbitrage Rebate Calculation	0.00	0.00	0.00
Trustee	0.00	2,335.00	2,335.00
Total Expense	71,320.01	102,416.00	119,515.00
Net Income	**33,521.96**	**2,724.00**	**-4,415.00**

Beginning Balance	$ 163,326.99
Ending Balance	$ 166,050.99

Debt Outstanding	1/1/2025	Issued	Retired	12/31/2025
Series 2022	$ 1,093,331.17	$ -	$ (40,901.00)	$ 1,052,430.17

Elm Point Commons Community Improvement District
Budget to Actual
Year Ending December 31, 2024

	Actual	Amended Budget	Preliminary Budget
Income			
Special Assessment Revenue	115,944.24	115,000.00	117,750.00
Interest	131.37	100.00	100.00
Total Income	116,075.61	115,100.00	117,850.00
Expense			
Bank Fees	180.50	220.00	200.00
Interest	49,524.51	50,000.00	50,000.00
Principal	39,158.49	60,000.00	60,000.00
Administration	6,000.00	6,000.00	6,000.00
Insurance/Legal	0.00	3,000.00	3,000.00
Arbitrage Rebate Calculation	0.00	0.00	0.00
Trustee	2,332.00	2,335.00	2,335.00
Total Expense	97,195.50	121,555.00	121,535.00
Net Income	**18,880.11**	**-6,455.00**	**-3,685.00**

Beginning Balance	$ 144,446.88
Ending Balance	$ 163,326.99

Debt Outstanding	1/1/2024	Issued	Retired	12/31/2024
Series 2022	$ 1,132,489.66	$ -	$ (39,158.49)	$ 1,093,331.17

Signature: Robert D. Cissell
Email: bobcissell@cissellmueller.com

Signature: Duane Mueller
Email: duanemueller@cissellmueller.com

Elm Point Commons CID Documents Needing Signature

Final Audit Report 2025-08-22

Created:	2025-08-08
By:	Charlotte RehDixson (cdixson@d2team.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN6A4h7NTk0ArlQunm8WAMnDDAT7IRboX

"Elm Point Commons CID Documents Needing Signature" History

Document created by Charlotte RehDixson (cdixson@d2team.org)
2025-08-08 - 4:33:48 PM GMT

Document emailed to Bob Cissell (bobcissell@cissellmueller.com) for signature
2025-08-08 - 4:33:54 PM GMT

Document emailed to Duane Mueller (duanemueller@cissellmueller.com) for signature
2025-08-08 - 4:33:54 PM GMT

Email viewed by Bob Cissell (bobcissell@cissellmueller.com)
2025-08-08 - 4:34:35 PM GMT

Signer Bob Cissell (bobcissell@cissellmueller.com) entered name at signing as Robert D. Cissell
2025-08-08 - 4:35:48 PM GMT

Document e-signed by Robert D. Cissell (bobcissell@cissellmueller.com)
Signature Date: 2025-08-08 - 4:35:50 PM GMT - Time Source: server

Email viewed by Duane Mueller (duanemueller@cissellmueller.com)
2025-08-22 - 5:07:32 PM GMT

Document e-signed by Duane Mueller (duanemueller@cissellmueller.com)
Signature Date: 2025-08-22 - 5:08:36 PM GMT - Time Source: server

Agreement completed.
2025-08-22 - 5:08:36 PM GMT

Adobe Acrobat Sign

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 10/21/2025

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 and Amended 2025 Budget as Submitted by the Board of Directors of the Fairgrounds Road 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 and Amended 2025 Budget for the Fairgrounds Road 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: EBG

On Behalf of Council Member(s): N/A

Dept. Dir.: _____

FAIRGROUNDS ROAD
COMMUNITY IMPROVEMENT DISTRICT

PRELIMINARY BUDGET
YEAR ENDING - DECEMBER 31, 2026

ANNUAL BUDGET
YEAR ENDING - DECEMBER 31, 2025

BUDGET TO ACTUAL
YEAR ENDING - DECEMBER 31, 2024

FAIRGROUNDS ROAD COMMUNITY IMPROVEMENT DISTRICT
PRELIMINARY BUDGET
JANUARY 1 - DECEMBER 31, 2026

	Proposed 2026 Budget
Income	
CID Sales Tax	0.00
Revenue Notes	0.00
Total Income	0.00
Expense	
Administration	
Administration Fee	0.00
Audit	0.00
Insurance	0.00
Legal	0.00
Administration - Other	0.00
Total Administration Expenses	0.00
Banking Fees	
Checks and Deposit Slips	0.00
Service Charge	0.00
Banking Fees - Other	0.00
Total Banking Fees	0.00
Debt Service Payment	0.00
Project expense	0.00
Transfer to Trustee	0.00
Trustee Fee	0.00
Total Expense	0.00
Net Income	**0.00**
Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

FAIRGROUNDS ROAD COMMUNITY IMPROVEMENT DISTRICT
ANNUAL BUDGET
YEAR ENDING DECEMBER 31, 2025

	Actual January-August 2025	Amended 2025 Budget	Proposed 2025 Budget
Income			
CID Sales Tax	0.00	0.00	0.00
Revenue Notes	0.00	0.00	0.00
Total Income	0.00	0.00	0.00
Expense			
Administration			
Administration Fee	0.00	0.00	0.00
Audit	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Legal	0.00	0.00	0.00
Administration - Other	0.00	0.00	0.00
Total Administration Expenses	0.00	0.00	0.00
Banking Fees			
Checks and Deposit Slips	0.00	0.00	0.00
Service Charge	0.00	0.00	0.00
Banking Fees - Other	0.00	0.00	0.00
Total Banking Fees	0.00	0.00	0.00
Debt Service Payment	0.00	0.00	0.00
Project expense	0.00	0.00	0.00
Transfer to Trustee	0.00	0.00	0.00
Trustee Fee	0.00	0.00	0.00
Total Expense	0.00	0.00	0.00
Net Income	**0.00**	**0.00**	**0.00**

Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

FAIRGROUNDS ROAD COMMUNITY IMPROVEMENT DISTRICT
BUDGET TO ACTUAL
YEAR ENDING DECEMBER 31, 2024

	Actual 2024	Amended 2024 Budget	Original 2024 Budget
Income			
CID Sales Tax	0.00	0.00	0.00
Revenue Notes	0.00	0.00	0.00
Total Income	0.00	0.00	0.00
Expense			
Administration			
Administration Fee	0.00	0.00	0.00
Audit	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Legal	0.00	0.00	0.00
Administration - Other	0.00	0.00	0.00
Total Administration Expenses	0.00	0.00	0.00
Banking Fees			
Checks and Deposit Slips	0.00	0.00	0.00
Service Charge	0.00	0.00	0.00
Banking Fees - Other	0.00	0.00	0.00
Total Banking Fees	0.00	0.00	0.00
Debt Service Payment	0.00	0.00	0.00
Project expense	0.00	0.00	0.00
Transfer to Trustee	0.00	0.00	0.00
Trustee Fee	0.00	0.00	0.00
Total Expense	0.00	0.00	0.00
Net Income	**0.00**	**0.00**	**0.00**

Beginning Balance (Est)	$	-
Ending Balance (Est)	$	-

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
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 and Annual Budget for 2025 as Submitted by the Board of Directors of the South Fifth Street 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 and annual budget for 2025 for the South Fifth Street 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

SOUTH FIFTH STREET
COMMUNITY IMPROVEMENT DISTRICT

PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2026

ANNUAL BUDGET
YEAR ENDING DECEMBER 31, 2025

BUDGET TO ACTUAL
YEAR ENDING DECEMBER 31, 2024

BUDGET MESSAGE

On September 1, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the ***"CID Act"***), the City Council of the City of St. Charles, Missouri (the ***"City"***) approved Ordinance No. 20-196 (the ***"Ordinance"***), which established the South Fifth Street Community Improvement District (the ***"District"***). The District is a political subdivision of the State of Missouri.

The Ordinance provided that the District be established for the sole purpose of funding various public improvements within the District boundaries (the ***"Project"***), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a mixed-use development containing residential, commercial/retail, senior living and hospitality/entertainment uses. Specifically, the District is proposed to provide funding for the following items: 1) pedestrian or shopping malls and plazas; 2) community gathering spaces; 3) parks, lawns, trees, and any other landscape; 4) sidewalks, trails, streets, ramp, traffic signs; 5) utilities, drainage, water, storm and sewer systems; 5) streetscape, lighting, trash receptacles, marquees, walls, and barriers; and 6) accompanying grading, site work, blasting, or other related infrastructure or site improvements in connection with items 1) through 6).

During the fiscal year ending December 31, 2021, the Board of Directors of the District anticipates adopting a resolution imposing a sales and use tax (the ***"CID Sales Tax"***) at the rate of one percent (1%) on the receipts from the sale at retail of all eligible tangible personal property or taxable services within its boundaries pursuant to the CID Act, which CID Sales Tax, following its approval by the qualified voters of the District at a mail-in election held in accordance with the CID Act.

In the fiscal year ending December 31, 2023, the District had $47,551 in CID Sales Tax revenues and $51,257 in expenditures for fiscal year 2023. Administrative costs of the district were covered by the developer.

In fiscal year ending December 31, 2024, the District anticipates CID sales tax revenues in the amount of $50,000, special assessment revenues of $160,000 and interest of $500. The District expects expenditures as follows. Project cost reimbursement of $199,490 administration expense of $7,510, insurance of $1,000, bank fees of $0 and legal of $2,500. The District expects outstanding Certificates at the fiscal year end in the amount of $0.

In fiscal year ending December 31, 2025, the District anticipates CID sales tax revenues in the amount of $60,000, special assessment revenues of $160,000 and interest of $0. The District expects expenditures as follows. Project cost reimbursement of $209,000 administration expense of $7,500, insurance of $1,000, bank fees of $0 and legal of $2,500. The District expects outstanding Certificates at the fiscal year end in the amount of $0.

SOUTH FIFTH STREET Community Improvement District
Preliminary Budget
January 1 - December 31, 2026

	Preliminary 2026 Budget
Income	
CID Sales & Use Tax	45,000.00
Special Assessment	175,000.00
Interest	500.00
Total Income	220,500.00
Expense	
Project Cost Reimbursement	209,000.00
Administration Fee	7,510.00
Insurance	1,000.00
Legal	2,500.00
Total Expense	220,010.00
Net Income	**490.00**

Beginning Balance	$ 72,659.57
Ending Balance	$ 73,149.57

Obligation Outstanding	Balance 1/1/2026	Issued	Retired	Balance 12/31/2026
Certificates	$ 73,427.00	$ 190,000.00	$ (209,000.00)	$ 54,427.00
Total	**$ 73,427.00**	**$ 190,000.00**	**$ (209,000.00)**	**$ 54,427.00**

SOUTH FIFTH STREET Community Improvement District
Annual Budget
Year Ending December 31, 2025

	Actual January - August 2025	Amended 2025 Budget	Preliminary 2025 Budget
Income			
CID Sales & Use Tax	29,246.62	45,000.00	60,000.00
Special Assessment	102,090.00	175,000.00	160,000.00
Interest	354.10	500.00	0.00
Total Income	131,690.72	220,500.00	220,000.00
Expense			
Project Cost Reimbursement	75,130.00	209,000.00	209,000.00
Administration Fee	7,673.74	7,510.00	7,500.00
Bank Fees	20.00	1,000.00	1,000.00
Legal	0.00	2,500.00	2,500.00
Total Expense	82,823.74	220,010.00	11,000.00
Net Income	**48,866.98**	**490.00**	**209,000.00**

Beginning Balance	$ 72,169.57
Ending Balance	$ 72,659.57

Obligation Outstanding	Balance 1/1/2025	Issued	Retired	Balance 12/31/2025
Certificates	$ 73,427.00	$ 209,000.00	$ (209,000.00)	$ 73,427.00
Total	**$ 73,427.00**	**$ 209,000.00**	**$ (209,000.00)**	**$ 73,427.00**

SOUTH FIFTH STREET Community Improvement District
Budget to Actual
Year Ending December 31, 2024

	Actual 2024	Amended 2024 Budget	Original 2024 Budget
Income			
CID Sales & Use Tax	56,014.58	50,000.00	60,000.00
Special Assessment	148,574.00	160,000.00	146,000.00
Interest	682.56	500.00	0.00
Total Income	205,271.14	210,500.00	206,000.00
Expense			
Project Cost Reimbursement	126,063.00		200,000.00
Administration Fee	7,509.75	199,490.00	7,500.00
Insurance	0.00	199,490.00	1,000.00
Legal	0.00	7,510.00	2,500.00
Total Expense	133,572.75	1,000.00	11,000.00
Net Income	**71,698.39**	**2,500.00**	**195,000.00**

Beginning Balance	$ 471.18
Ending Balance	$ 72,169.57

Obligation Outstanding	Balance 1/1/2024	Issued	Retired	Balance 12/31/2024
Certificates	$ 22,113.00	$ 177,377.00	$ (126,063.00)	$ 73,427.00
Total	**$ 22,113.00**	**$ 177,377.00**	**$ (126,063.00)**	**$ 73,427.00**

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the Suits U Mexico 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 Suits U Mexico 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

SUITS U MEXICO
COMMUNITY IMPROVEMENT DISTRICT

PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2026

ANNUAL BUDGET
YEAR ENDING DECEMBER 31, 2025

BUDGET TO ACTUAL
YEAR ENDING DECEMBER 31, 2024

BUDGET MESSAGE

On March 5, 2019, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the City Council of the City of St. Charles, Missouri (the "City") approved Ordinance No. 19-059 (the "Ordinance"), which established the SUITS U MEXICO Community Improvement District (the "District"). The District is a political subdivision of the State of Missouri.

The Ordinance provided that the District be established for the sole purpose of funding various public improvements within the District boundaries (the ***"Project"***), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new commercial retail development within the District. Specifically, the District is proposed to provide funding for the following items: (a) various public improvements within the boundaries of the District, including without limitation (i) the demolition of existing public improvements, (ii) sidewalks, (iii) alleys, (iv) utility burial, and (v) landscaping and site improvements; (b) various services within the District boundaries, including without limitation (i) architectural fees, (ii) interest carry, (iii) legal/accounting fees, (iv) civil engineering, (v) landscape design, (vi) permits, (vii) insurance, and (vii) construction fee; (c) contract with the property owner to provide for the demolition and removal of the existing buildings and structures; and (d) any related public improvements, services or activities outlined in the Ordinance.

During the year ending December 31, 2022, the District began the year with a fund balance of $0.00. The District received $0 in CID Sales Tax and incurred $0 in expenses. The year end fund balance was $0.00.

During the year ending December 31, 2023, the District anticipates began the year with a fund balance of $0.00. The District anticipates receiving approximately $0 in CID Sales Tax. The District anticipates incurring approximately $0 in expenses. The anticipated year end fund balance is expected to be $0.00.

During the year ending December 31, 2024, the District will begin the year with a fund balance of $0.00. The District anticipates receiving $0 in CID Sales Tax during the year. The District anticipates incurring approximately $0 in expenses. The anticipated year end fund balance is expected to be $0.00.

SUITS U MEXICO Community Improvement District
Preliminary Budget
January 1 - December 31, 2026

	Preliminary Budget
Income	
CID Sales Tax	0.00
Other	0.00
Total Income	0.00
Expense	
Operating	
Administration	0.00
Legal	0.00
Subtotal	0.00
Banking Fees	
Service Charge	0.00
Subtotal	0.00
Project Cost Reimbursement	0.00
Total Expense	0.00
Net Income	**0.00**

Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

Outstanding on 01/01/2026	Issued	Retired	Outstanding on 12/31/2026
$ -	$ -	$ -	$ -

SUITS U MEXICO Community Improvement District
Annual Budget
Year Ending December 31, 2025

	Actual January - August 2025	Ammended Budget	Preliminary Budget
Income			
CID Sales Tax	0.00	0.00	0.00
Other	0.00	0.00	0.00
Total Income	0.00	0.00	0.00
Expense			
Operating			
Administration	0.00	0.00	0.00
Legal	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00
Banking Fees			
Service Charge	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00
Project Cost Reimbursement	0.00	0.00	0.00
Total Expense	0.00	0.00	0.00
Net Income	**0.00**	**0.00**	**0.00**

Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

Outstanding on 01/01/2025	Issued	Retired	Outstanding on 12/31/2025
$ -	$ -	$ -	$ -

SUITS U MEXICO Community Improvement District
Budget to Actual
Year Ending December 31, 2024

	Actual 2024	Original Budget
Income		
CID Sales Tax	0.00	0.00
Other	0.00	0.00
Total Income	0.00	0.00
Expense		
Operating		
Administration	0.00	0.00
Legal	0.00	0.00
Subtotal	0.00	0.00
Banking Fees		
Service Charge	0.00	0.00
Subtotal	0.00	0.00
Project Cost Reimbursement	0.00	0.00
Total Expense	0.00	0.00
Net Income	**0.00**	**0.00**

Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

Outstanding on 01/01/2024	Issued	Retired	12/31/2024
$ -	$ -	$ -	$ -

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
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 and Amended Budget for 2025 as Submitted by the Board of Directors of the Veteran's Memorial Parkway 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 and amended budget for 2025 for the Veteran's Memorial Parkway 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

Veterans Memorial Parkway
Community Improvement District

PRELIMINARY BUDGET
Year Ending - DECEMBER 31, 2026

ANNUAL BUDGET
Year Ending - DECEMBER 31, 2025

BUDGET TO ACTUAL
Year Ending - DECEMBER 31, 2024

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Veterans Memorial Parkway Community Improvement District (the "District") was formed in the City of St. Charles, Missouri (the "City") as proposed by Petition for Creation of a Community Improvement District (the "Petition"), filed with the Clerk of the City of St. Charles, in accordance with Section 67.1421.5 of the CID Act.

The District was established in accordance with the CID Act for the purposes of undertaking various public improvement projects and providing revenues to repay obligations issued in relation to the Project. In accordance with the CID Act, the District's board of directors approved Resolution No. 2008-10, authorizing the District to impose a community improvement district sales and use tax at the rates of one percent (1%) upon approval by the qualified voters of the District. The CID sales and use tax applies to receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except those sales that are excluded.

Pursuant to Section 67.1545.4 of the CID Act, the director of the Missouri Department of Revenue will collect the CID Sales Tax and deduct the reasonable and actual cost of such collection (in an amount equal to 1% of the CID Sales Tax collected) from the CID Sales Tax.

The District began the year ending December 31, 2023 a fund balance of $2,716. The District received CID Sales Tax revenues in the amount of $61,515 and incurred expenses of $62,103, consisting of operational costs and payments on the Note Obligations. The year end fund balance was $2,128.

During the year ending December 31, 2024, the District began the year with a fund balance of $2,128. The District anticipates CID Sales Tax revenues of approximately $70,000 and expenses of $69,200, consisting of operational costs and payments on the Note Obligations. The year end fund balance is anticipated to be approximately $2,928. The outstanding balance on the Note Obligation is anticipated to be approximately $627,037.40.

During the year ending December 31, 2025, the District anticipates beginning the year with a fund balance of approximately $2,928. The District further anticipates CID Sales Tax revenues of approximately $75,000 and expenses of $75,000, consisting of operational costs and payments on the Note Obligations. The year end fund balance is anticipated to be approximately $2,928. The outstanding balance on the Note Obligation is anticipated to be approximately $588,637.

Veterans Memorial Parkway Community Improvement District
Preliminary Budget
Year Ending - December 31, 2026

	Preliminary Budget
Income	
CID Sales Tax	$ 65,000.00
CID Use Tax	$ 1,500.00
Total Income	$ 66,500.00
Operating Expense	
Administration	$ 4,000.00
Bank Fee	$ 150.00
Note Repayment	
Interest	$ 26,000.00
Principal	$ 36,350.00
Total Note Repayment	$ 62,350.00
Total Expense	$ 66,500.00
Net Income	$ -
Beginning Balance	$ 2,816.97
Ending Balance	$ 2,816.97

Outstanding Debt 01/01/2026	Issued	Retired	12/31/2026
$ 590,686.81	$ -	$ (36,350.00)	$ 554,336.81

Veterans Memorial Parkway Community Improvement District
Amended Budget
Year Ending - December 31, 2025

	Actual January - August 2025	Amended Budget	Preliminary Budget
Income			
CID Sales Tax	$ 42,906.11	$ 65,000.00	$ 60,000.00
CID Use Tax	$ 989.34	$ 1,500.00	$ -
Total Income	$ 43,895.45	$ 66,500.00	$ 60,000.00
Operating Expense			
Administration	$ -	$ 4,000.00	$ 4,000.00
Bank Fee	$ 123.60	$ 150.00	$ 100.00
Note Repayment			
Interest	$ 17,400.27	$ 26,000.00	$ 12,500.00
Principal	$ 12,599.73	$ 36,350.00	$ 43,400.00
Total Note Repayment	$ 30,000.00	$ 62,350.00	$ 55,900.00
Total Expense	$ 30,123.60	$ 66,500.00	$ 56,000.00
Net Income	**$ 13,771.85**	**$ -**	**$ 4,000.00**

Beginning Balance	$ 2,816.97
Ending Balance	$ 2,816.97

Outstanding Debt 01/01/2025	Issued	Retired	12/31/2025
$ 627,036.81	$ -	$ (36,350.00)	$ 590,686.81

Veterans Memorial Parkway Community Improvement District
Budget to Actual
Year Ending - December 31, 2024

	2024 Actual	Original Budget
Income		
CID Sales Tax	$ 68,504.85	$ 60,000.00
CID Use Tax	$ 1,333.58	$ -
Total Income	$ 69,838.43	$ 60,000.00
Operating Expense		
Administration	$ 4,000.00	$ 4,000.00
Bank Fee	$ 149.40	$ 100.00
Note Repayment		
Interest	$ 16,159.41	$ 12,500.00
Principal	$ 48,840.59	$ 43,400.00
Total Note Repayment	$ 65,000.00	$ 55,900.00
Total Expense	$ 69,149.40	$ 56,000.00
Net Income	**$ 689.03**	**$ 4,000.00**

Beginning Balance	$ 2,127.94
Ending Balance	$ 2,816.97

Outstanding Debt 01/01/2024	Issued	Retired	12/31/2024
$ 675,877.40	$ -	$ (48,840.59)	$ 627,036.81

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
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 and Amended Budget for 2025 as Submitted by the Board of Directors of the Plaza at Noah's Ark 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 and amended budget for 2025 for the Plaza at Noah's Ark 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

Plaza at Noah's Ark
Community Improvement District

PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2026

AMENDED BUDGET
YEAR ENDING DECEMBER 31, 2025

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"CID Act"*), the Plaza at Noah's Ark Community Improvement District (the *"District"*) was formed by Ordinance No. 07-21 of the City of St. Charles, Missouri (the *"City"*) passed on January 23, 2007, (the *"Ordinance"*). The District is a political subdivision of the State of Missouri.

On July 20, 2007, the District approved Resolution No. 2007-05, levying a special assessment on real property tax in an amount not to exceed $2.50 per one hundred dollars ($100) of assessed valuation of taxable improvements on each parcel, tract, or lot within the District (the *"CID Special Assessment"*). The CID Assessment became effective on January 1, 2009 in accordance with Section 67.1531 of the CID Act. Pursuant to Section 67.1541.2 of the CID Act, the St. Charles County Collector collects the CID Special Assessment in the same manner as real property taxes are collected and deducts the reasonable costs of such collection from the CID Special Assessment revenues collected.

Tax increment financing economic activity taxes (TIF EATs") are a combination of City EATs and County EATs. The City EATs calculations are prepared by the City of St. Charles and forwarded to the District monthly. The County EATs calculation are prepared by St. Charles County, annually.

Tax increment financing "PILOTS" are 100% of the real property taxes generated from certain levies on the incremental ad valorem taxable assessed value over the established base value. PILOTS are calculated by multiplying the appropriate annual tax rates by the incremental assessed value calculated for each year. St. Charles County prepares the calculations to determine the "increment" based upon the specific levies that generate the Real Property Tax Revenues and TIF PILOTS funds are deposited in CID account once annually.

In 2024, the District began the year with a fund balance of approximately $3,747,014. The District anticipates combined CID Sales Tax, CID Special Assessment, and TIF revenues of approximately $4,935,330. The District further anticipates incurring operational, maintenance, and debt service expenses of approximately $4,934,167. The year end fund balance is expected to be approximately $3,748,177. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements are anticipated to be $23,915,000 and $3,761,713, respectively.

In 2025, the District anticipated beginning the year with a fund balance of approximately $3,748,177. The District anticipates combined CID Sales Tax, CID Special Assessment, and TIF revenues of approximately $4,805,670. The District further anticipates incurring operational, maintenance, and debt service expenses of approximately $4,989,563. The year end fund balance is expected to be approximately $3,564,284. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements are anticipated to be $20,935,000 and $2,914,291, respectively.

In 2026, the District anticipated beginning the year with a fund balance of approximately $3,748,177. The District anticipates combined CID Sales Tax, CID Special Assessment, and TIF revenues of approximately $4,805,670. The District further anticipates incurring operational, maintenance, and debt service expenses of approximately $4,989,563. The year end fund balance is expected to be approximately $3,564,284. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements are anticipated to be $20,935,000 and $2,914,291, respectively.

PLAZA AT NOAH'S ARK CID
Preliminary Budget
Year Ending Dec. 31, 2026

	Proposed Budget	
Income		
CID Special Trust Revenue Accounts		
CID Sales Tax Revenue	750,000.00	
CID Special Assessment Revenue	808,500.00	
CID Use Tax	40,000.00	
Interest	165,000.00	
TIF EATS	1,250,000.00	[1]
TIF PILOTS	1,792,170.00	[2]
Total CID Special Trust Revenue Accounts	4,805,670.00	
Expense		
CID Special Trust Expense Accounts		
Enterprise Bank - CID Special Trust Account		
Transfer to UMB Trustee - Net Proceeds		
Transfer TIF PILOTS to Trustee	1,423,770.00	
Transfer CID Revenues to Trustee (CID Assessment & Sales Tax)	1,598,500.00	
Transfer TIF EATS Revenues to Trustee	1,250,000.00	
Total Net Proceeds Transferred	4,272,270.00	
UMB Revenue Expense		
Trustee Fee	1,696.00	
Total UMB Revenue Expense	1,696.00	
UMB Debt Service		
Interest	679,843.76	
Principal	2,980,000.00	
Total UMB Debt Service	3,659,843.76	
Administration Expenses		
Administration Fee	10,000.00	
City of St. Charles Admin	30,000.00	
Continuing Disclosure	10,000.00	
D/O Insurance	2,400.00	
Insurance	35,000.00	
Legal	4,000.00	
Total Administration Expenses	91,400.00	
Banking Fees		
Service Charge	2,200.00	
Total Banking Fees	2,200.00	
CID Note Payment	847,422.93	[3]
Drury Rebate	110,000.00	
Total Enterprise Bank CID Special Trust Expenses	1,051,022.93	
American Bank - Maintenance Account Expense		
Maintenance	200,000.00	[4]
Security	77,000.00	
Total American Bank Maintenance Expenses	277,000.00	
Total CID Special Trust Account Expenses	3,661,539.76	
Total Expense	4,989,562.69	
Net Income	**-183,892.69**	

Beginning Balance	$	3,748,176.99
Ending Balance	$	3,564,284.30

Fund Balance	**1/1/2025**	**Additions**	**Subtractions**	**12/31/2025**
American Bank-Maintenance Account	$ 83,154.04	$ 277,000.00	$ (277,000.00)	83,154.04
Enterprise Bank-Special Trust Deposit Account	$ 88,511.68	5,744,492.93	(5,691,692.93)	141,311.68
Enterprise Bank - Operating Account	$ 4,415.06	$ 91,400.00	$ (91,400.00)	$ 4,415.06
Total Trust Accounts	$ 3,572,096.21	$ 4,272,270.00	$ (4,508,962.69)	$ 3,335,403.52
Total CID Accounts	**$ 3,748,176.99**	**$ 10,385,162.93**	**$ (10,569,055.61)**	**$ 3,564,284.30**

Debt Outstanding	**1/1/2025**	**Issued**	**Retired**	**12/31/2025**
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021	$ 23,915,000	$ -	$ (2,980,000)	$ 20,935,000

Outstanding Project Reimbursement Obligation	**1/1/2025**	**Issued**	**Retired**	**12/31/2025**
Maximum NID Note Reimbursements	$ 3,761,713	$ -	$ (847,423)	$ 2,914,291

CID Income Analytic Review:

1 TIF EATS revenue: "City EATS" calculations prepared by City of St. Charles, and forwarded to CID, monthly.

2 TIF "PILOTS": 100% of the real property taxes generated from certain levies on the incremental ad valorem taxable assessed value over the established base value; PILOTS are calculated by multiplying the appropriate annual tax rates by the incremental assessed value calculated for each year. St. Charles County prepares the calculations to determine the "increment" based upon the specific levies that generate the Real Property Tax Revenues and TIF PILOTS funds are deposited in CID account once annually. TIF PILOTS revenue is on track to slightly exceed intitial budget estimates.

3 The Excess Funds are a transfer from the Trustee to the CID of excess revenues from the PILOTs, EATS and CID revenues. The Excess Funds are used to reimburse the Developer for the NID Note Payment.

4 Maintenance expenditures for fiscal year 2025 were estimated based on the fiscal year 2024 total.

PLAZA AT NOAH'S ARK CID
Amended Budget
Year Ending - Dec. 31, 2025

	Actual January - October 2024	Amended Budget	Original Budget
Income			
CID Special Trust Revenue Accounts			
CID Sales Tax Revenue	628,940.85	750,000.00	600,000.00
CID Special Assessment Revenue	816,590.11	816,590.11	798,000.00
CID Use Tax	42,437.85	50,000.00	10,000.00
Interest	162,639.19	180,000.00	130,000.00
TIF EATS	1,098,512.91	1,300,000.00	850,000.00
TIF PILOTS	1,838,739.61	1,838,739.61	1,792,170.06
Total CID Special Trust Revenue Accounts	4,587,860.52	4,935,329.72	4,180,170.06
Expense			
CID Special Trust Expense Accounts			
Enterprise Bank - CID Special Trust Account			
Transfer to UMB Trustee - Net Proceeds			
Transfer TIF PILOTS to Trustee	1,609,982.00	1,609,982.00	1,792,170.06
Transfer CID Revenues to Trustee (CID Assessment & Sales Tax)	1,433,009.00	1,560,741.85	1,241,100.00
Transfer TIF EATS Revenues to Trustee	1,005,962.00	1,300,000.00	850,000.00
Total Net Proceeds Transferred	4,048,953.00	4,470,723.85	3,883,270.06
UMB Revenue Expense			
Trustee Fee	1,696.00	1,696.00	1,696.00
Total UMB Revenue Expense	1,696.00	1,696.00	1,696.00
UMB Debt Service			
Interest	405,396.88	767,668.76	767,668.76
Principal	2,875,000.00	2,875,000.00	2,875,000.00
Total UMB Debt Service	3,280,396.88	3,642,668.76	3,642,668.76
Administration Expenses			
Administration Fee	5,000.00	10,000.00	10,000.00
City of St. Charles Admin	0.00	30,000.00	30,000.00
Continuing Disclosure	10,000.00	10,000.00	10,000.00
D/O Insurance	0.00	2,400.00	2,400.00
Insurance	21,067.60	35,000.00	35,000.00
Legal	3,551.82	4,000.00	1,000.00
Total Administration Expenses	39,619.42	91,400.00	88,400.00
Banking Fees			
Service Charge	2,716.13	3,250.00	2,200.00
Total Banking Fees	2,716.13	3,250.00	2,200.00
CID Note Payment	350,778.07	812,984.93	815,000.00
Drury Rebate	111,961.51	111,961.51	100,000.00
Total Enterprise Bank CID Special Trust Expenses	505,075.13	1,019,596.44	1,005,600.00
American Bank - Maintenance Account Expense			
Maintenance	83,707.29	97,000.00	0.00
Insurance	19,205.87	19,205.87	0.00
Security	77,000.00	154,000.00	77,000.00
Total American Bank Maintenance Expenses	179,913.16	270,205.87	77,000.00
Total CID Special Trust Account Expenses	3,282,092.88	3,644,364.76	3,644,364.76
Total Expenses	3,967,081.17	4,934,167.07	4,726,964.76
Net Income	**620,779.35**	**1,162.65**	**-546,794.70**
Beginning Balance		$ 3,747,014.34	
Ending Balance		$ 3,748,176.99	

Fund Balance	1/1/2024	Additions	Subtractions	12/31/2024
American Bank-Maintenance Account	$ 83,154.04	$ 270,205.87	$ (270,205.87)	83,154.04
Enterprise Bank-Special Trust Deposit Account	$ 190,723.19	5,748,314.65	(5,850,526.16)	88,511.68
Enterprise Bank - Operating Account	$ 5,815.06	$ 90,000.00	$ (91,400.00)	$ 4,415.06
Total Trust Accounts	$ 3,467,322.05	$ 4,470,723.85	$ (4,365,949.69)	$ 3,572,096.21
Total CID Accounts	**$ 3,747,014.34**	**$ 10,579,244.37**	**$ (10,578,081.72)**	**$ 3,748,176.99**

Debt Outstanding	1/1/2024	Issued	Retired	12/31/2024
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021	$ 26,790,000	$ -	$ (2,875,000)	$ 23,915,000

Outstanding Project Reimbursement Obligation	1/1/2024	Issued	Retired	12/31/2024
Maximum NID Note Reimbursements	$ 4,574,698	$ -	$ (812,985)	$ 3,761,713

PLAZA AT NOAH'S ARK CID
Budget to Actual
Year Ending - Dec. 31, 2024

	Actual	Amended Budget	Original Budget
Income			
CID Special Trust Revenue Accounts			
CID Sales Tax Revenue	749,578.11	700,000.00	600,000.00
CID Special Assessment Revenue	769,503.66	798,000.00	798,000.00
CID Use Tax	25,158.28	20,000.00	5,000.00
Interest	177,618.11	150,000.00	2,500.00
TIF EATS	1,119,145.65	1,110,000.00	600,000.00
TIF PILOTS	1,667,202.25	1,792,170.06	1,792,170.06
Total CID Special Trust Revenue Accounts	4,508,206.06	4,570,170.06	3,797,670.06
Expense			
CID Special Trust Expense Accounts			
Enterprise Bank - CID Special Trust Account			
Transfer to UMB Trustee - Net Proceeds			
Transfer TIF PILOTS to Trustee	1,441,920.00	1,792,170.06	1,792,170.06
Transfer CID Revenues to Trustee (CID Assessment & Sales Tax)	1,507,355.00	1,351,100.00	1,236,100.00
Transfer TIF EATS Revenues to Trustee	1,119,144.00	1,110,000.00	600,000.00
Total Net Proceeds Transferred	4,068,419.00	4,253,270.06	3,628,270.06
UMB Revenue Expense			
Trustee Fee	3,392.00	1,696.00	1,696.00
Total UMB Revenue Expense	3,392.00	1,696.00	1,696.00
UMB Debt Service			
Interest	847,168.75	847,168.76	847,168.76
Principal	2,425,000.00	2,425,000.00	2,425,000.00
Total UMB Debt Service	3,272,168.75	3,272,168.76	3,272,168.76
Operational Expenses			
Administration Fee	10,000.00	10,000.00	10,000.00
City of St. Charles Admin	62,053.02	30,000.00	30,000.00
Continuing Disclosure	10,000.00	10,000.00	10,000.00
D/O Insurance	0.00	2,400.00	2,400.00
Insurance	37,687.00	35,000.00	35,000.00
Legal	4,979.21	3,418.57	0.00
Total Administration Expenses	124,719.23	90,818.57	87,400.00
Banking Fees			
Service Charge	3,221.41	2,500.00	1,200.00
Total Banking Fees	3,221.41	2,500.00	1,200.00
CID Note Payment	2,753,490.00	2,053,490.00	900,000.00
Drury Rebate	107,476.20	107,476.20	120,000.00
Total Enterprise Bank CID Special Trust Expenses	6,264,467.59	5,528,149.53	4,382,464.76
American Bank - Maintenance Account Expense			
Security	0.00	77,000.00	77,000.00
Total American Bank Maintenance Expenses	0.00	77,000.00	77,000.00
Total CID Special Trust Account Expenses	6,264,467.59	5,605,149.53	4,459,464.76
Net Income	**-1,756,261.53**	**-1,034,979.47**	**-661,794.70**

Beginning Balance	$	5,503,275.87
Ending Balance	$	3,747,014.34

Fund Balance	1/1/2023	Additions	Subtractions	12/31/2023
American Bank-Maintenance Account	$ 6,154.04	$ 77,000.00	$ -	83,154.04
Enterprise Bank-Special Trust Deposit Account	$ 2,148,703.95	4,508,206.06	(6,466,186.82)	190,723.19
Enterprise Bank - Operating Account	$ 5,815.06	$ 124,719.23	$ (124,719.23)	$ 5,815.06
Total Trust Accounts	$ 3,342,602.82	$ 4,068,419.00	$ (3,943,699.77)	$ 3,467,322.05
Total CID Accounts	**$ 5,503,275.87**	**$ 8,778,344.29**	**$ (10,534,605.82)**	**$ 3,747,014.34**

Debt Outstanding	1/1/2023	Issued	Retired	12/31/2023
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021	$ 29,215,000	$ -	$ (2,425,000)	$ 26,790,000

Outstanding Project Reimbursement Obligation	1/1/2023	Issued	Retired	12/31/2023
CID Note Issue per Reso 21-002	$ 7,328,188	$ -	$ (2,753,490)	$ 4,574,698

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the Zumbehl Road 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 Zumbehl Road 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: EBG
On Behalf of Council Member(s): N/A
Dept. Dir.:

Zumbehl Road Community Improvement District Budget

FYE 12/31/2026 PROPOSED BUDGET

Budget Message:

The Zumbhel Road Community Improvement District was formed as a political subdivision of the State of Missouri on July 8, 2021. The purpose of the District is to provide funding for the construction of certan public and private improvements and the provision of certain services within the District's boundaries. The District has a life of will be for a period of 40 years from the date upon which any sales tax is levied.

	FYE 12/31/2026* (proposed)	FYE 12/31/2025* (as amended)	FYE 12/31/2024 (actual)
FUNDS AVAILABLE			
- Cash on Hand (Beginning of Fiscal Year)	$ 4,282.89	$ 3,282.89	$ 19,392.58
ESTIMATED REVENUE:			
- CID Sales Tax (1% effective 10/1/2022)*	$ 153,000.00	$ 153,000.00	$ 152,690.31
- Net Proceeds of Developer Advances	$ -	$ -	$ -
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	**$ 157,282.89**	**$ 156,282.89**	**$ 172,082.89**
ESTIMATED EXPENDITURES:			
- District Operating Expenses (e.g. Admin Costs, Legal Fees, Insurance fees, etc.)	$ 7,000.00	$ 7,000.00	$ 6,500.00
- District Services (advanced by Developer)	$ -	$ -	$ -
- Repayment of Developer Advances (principal and interest)	$ 145,000.00	$ 145,000.00	$ 162,300.00
TOTAL ESTIMATED EXPENDITURES:	**$ 152,000.00**	**$ 152,000.00**	**$ 168,800.00**
FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	**$ 5,282.89**	**$ 4,282.89**	**$ 3,282.89**

* Estimated values.

^ Repayment of Developer's Advances, including interest, is governed by the Constructoin and Financing Agreement entered into between the District and the Developer. The Developer must submit a Certificate of Reimbursalbe Project Cost to the City for approval prior to reimbursement payments being made, in accordance with the Development Agreement by and between the City, CID, and Developer.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:

Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Fountain Lakes Commerce Center North 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 RSMo 67.1471 of the CID Act, the attached proposed annual budget for 2026 and Amended Budget for 2025 for the Fountain Lakes Commerce Center North 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:

GILMORE BELL

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

October 1, 2025

VIA ELECTRONIC MAIL

Ms. Kimberly Hudson
City Clerk
200 North 2nd Street
4th Floor, Room 402
St. Charles, Missouri 63301

Re: Fountain Lakes Commerce Center North Community Improvement District

Dear Ms. Hudson:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed relating to the above-referenced district is the proposed amended budget for the fiscal year ending December 31, 2025 and budget for the fiscal year ending December 31, 2026 to be distributed to the Mayor and the City Council for review and comment. The District will be considering the adoption of the budget prior to December 1. Accordingly, please advise the Mayor and the City Council to provide any comments no later than November 1. No formal action is required by the City.

Please feel free to call me if you have any questions. Thank you.

Very truly yours,

Shannon W. Creighton

SWC:etm
Enclosure
cc (w/enclosure): Robert Millstone

FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT

AMENDED BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2025

AND

BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2026

DRAFT

FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT

The following schedules represent the account activity categorized by the following:

- *2024 Actual*
- *2025 Year-to-Date*
- *2025 Budget (Original)*
- *2025 Budget (Amended)*
- *2026 Budget*

BUDGET MESSAGE

The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (the "Act") to purchase, construct, extend, improve, and equip certain projects (as defined in the Act) and to issue industrial revenue bonds for the purpose of providing funds to pay the costs of such projects.

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act") and Ordinance No. 08-185 adopted on September 3, 2008, the City of St. Charles, Missouri (the "City") approved the formation of the Fountain Lakes Commerce Center North Community Improvement District as a political subdivision of the State of Missouri (the "District").

Pursuant to the CID Act and Ordinance No. 08-248 adopted on November 18, 2008, the City approved the formation of the Fountain Lakes Commerce Center South Community Improvement District as a political subdivision of the State of Missouri (the "South District").

On May 19, 2015, the City adopted Ordinance No. 15-127 approving a petition to add real property to the District's boundaries, including all of the real property located in the South District, in order to consolidate the projects and reduce the administrative and operating costs of the districts.

The voters of the District have approved the imposition of, and the District has imposed, a sales and use tax (the "CID Sales Tax") and a special assessment (the "CID Special Assessment") for the purpose of financing the costs of certain public improvements and services in the District (the "Project") and paying the costs of formation and operation of the District and the South District.

Pursuant to an Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated as of September 4, 2015 (as further amended from time to time, the "Cooperation Agreement"), by and among the City, the District, the South District, Fountain Lakes Land Holding, LLC ("Fountain Lakes"), and The Millstone Company ("Millstone" and, collectively with Fountain Lakes, the "Developer"), (a) the Developer agreed to design and construct a portion of the Project on behalf of the South District or the District, respectively, and to advance all costs and expenses necessary therefor and, in consideration thereof, the District agreed to issue, or cause to be issued, revenue notes to reimburse the Developer for such expenses, and (b) the District assumed all assets and liabilities of the South District.

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On November 9, 2018, the Board of Directors of the Authority adopted a resolution, authorizing the issuance of not to exceed $3,749,214.81 aggregate principal amount of Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Bonds"), for the purpose of providing funds, together with other legally available funds of the District, to (a) pay certain Reimbursable Project Costs (as defined in the Cooperation Agreement), and (b) pay the costs of issuance of the Bonds.

On November 19, 2018, the District adopted a resolution (the "District Bond Resolution") (a) approving the Authority's issuance of the Bonds pursuant to the Indenture to be secured by a pledge and assignment of a portion of the revenues received by the District from the imposition of the CID Sales Tax and the CID Special Assessment, and (b) authorizing the execution of a Financing Agreement dated as of November 1, 2018, between the District and the Authority (the "Financing Agreement"), and other documents in connection with the issuance of the Bonds.

On July 25, 2025, the Board of Directors of the Authority adopted a resolution, authorizing the issuance of not to exceed $4,149,206.35 aggregate principal amount of Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project), not to exceed $500,000 Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project), and not to exceed $1,791,053.97 Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (collectively, the "Bonds"), for the purpose of providing funds, together with other legally available funds of the District, to (a) pay certain Reimbursable Project Costs (as defined in the Development Agreement), and (b) pay the costs of issuance of the Bonds.

In 2026, the Fountain Lakes Commerce Center North Community Improvement District anticipates CID Sales Tax Revenue of approximately $239,350 and CID Special Assessment and Sales Tax revenue of approximately $202,788 and operational expenses of approximately $10,250.

BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2025 and ending December 31, 2025 and (2) beginning January 1, 2026 and ending December 31, 2026.

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Respectfully Submitted,

_____

Treasurer
Fountain Lakes Commerce Center North
Community Improvement District

Fountain Lakes Commerce Center North CID
Fund Statement (2024 Fiscal Year Actual)

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
Collections											
CID Sales Tax Revenue	$ 53,312.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 53,312.28
CID Special Assessment	217,830.31	-	-	-	-	-	-	-	-	-	217,830.31
Interest	-	416.72	1,240.31	636.20	-	311.47	0.28	-	1,037.92	-	3,642.90
Total Collections	271,142.59	416.72	1,240.31	636.20	-	311.47	0.28	-	1,037.92	-	274,785.49
Disbursements											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,008.88	-	-	-	-	-	-	10,008.88
Audit Fees	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	-	-	-	-	-	-	-	-
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service											
Interest	-	-	-	-	-	237,387.23	-	-	-	-	237,387.23
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	3,000.00	-	10,008.88	-	237,387.23	-	-	-	-	250,396.11
Increase (decrease) in cash from operations	271,142.59	(2,583.28)	1,240.31	(9,372.68)	-	(237,075.76)	0.28	-	1,037.92	-	24,389.38
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	48,339.25	241,410.48	9,877.09	-	237,086.63	-	-	-	-	536,713.45
Transfers out	(299,626.82)	(45,044.81)	(192,041.82)	-	-	-	-	-	-	-	(536,713.45)
Total fund transfers	(299,626.82)	3,294.44	49,368.66	9,877.09	-	237,086.63	-	-	-	-	-
Increase (decrease) in cash	(28,484.23)	711.16	50,608.97	504.41	-	10.87	0.28	-	1,037.92	-	24,389.38
Cash balance at beginning of period	28,484.23	12,195.42	1.69	11,771.55	-	15.67	10.14	-	21,469.79	-	73,948.49
Cash balance at end of period	$ -	$ 12,906.58	$ 50,610.66	$ 12,275.96	$ -	$ 26.54	$ 10.42	$ -	$ 22,507.71	$ -	$ 98,337.87

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Fountain Lakes Commerce Center North CID
Fund Statement (2025 Year-to-Date)*

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	CID Sales Tax Account 2025 ABC	Special Assessment Account 2025ABC	Operating Account 2025	Debt Service Account 2025A	Debt Service Account 2025B	Debt Service Account 2025C	Redemption Account 2025A	Redemption Account 2025B	Redemption Account 2025C	Refunding Account 2025	Cost of Issuance Account 2025ABC	Project Account 2025B	Project Account 2025C	Extraordinary Expense Fund 2025ABC	Guaranty Account 2025	Rebate Account 2025	Fund Total
Collections																											
CID Sales Tax Revenue	$ 38,052.46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,052.46
CID Special Assessment	144,017.89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	144,017.89
Interest	-	238.20	1,292.25	244.59	-	207.73	-	-	577.47	-	16.93	-	40.49	21.08	-	-	-	-	-	-	73.86	-	-	70.13	490.75	-	3,273.48
Total Collections	182,070.35	238.20	1,292.25	244.59	-	207.73	-	-	577.47	-	16.93	-	40.49	21.08	-	-	-	-	-	-	73.86	-	-	70.13	490.75	-	185,343.83
Disbursements																											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,013.86	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,013.86
Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	740.26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	740.26
Project Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	1,500.00	-	-	-	-	-	-	-	-	2,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service																											
Interest	-	-	-	-	-	218,930.76	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	218,930.76
Principal Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	1,500.00	-	10,754.12	-	218,930.76	-	-	-	-	2,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	233,193.88
Increase (decrease) in cash from operations	182,070.35	(1,261.80)	1,292.25	(10,509.53)	-	(218,723.03)	-	-	577.47	-	(1,983.07)	-	40.49	21.08	-	-	-	-	-	-	73.86	-	-	70.13	490.75	-	(47,850.05)
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160,612.83	-	-	-	125,000.00	-	285,612.83
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(138,612.83)	-	-	-	-	-	(138,612.83)
Release of Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Note Redemption	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000.00	-	-	-	125,000.00	-	127,000.00
Transfers in	-	24,284.52	137,728.00	9,805.66	-	218,504.22	-	-	0.01	-	14,120.45	-	11,563.09	16,206.38	22.05	-	-	-	-	-	-	-	-	20,000.00	-	-	452,634.38
Transfers out	(182,070.35)	(35,929.30)	(189,630.91)	(11,563.09)	-	(207.73)	(30.42)	-	(23,085.10)	-	(16,137.50)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(452,634.38)
Total fund transfers	(182,070.35)	(11,644.78)	(51,902.91)	(1,757.43)	-	218,696.49	(30.42)	-	(23,085.10)	-	3,983.06	-	11,563.09	16,206.38	22.05	-	-	-	-	-	-	-	-	20,000.00	-	-	-
Increase (decrease) in cash	-	(12,868.58)	(50,610.66)	(12,275.86)	-	(26.54)	(30.42)	-	(22,507.71)	-	1,999.99	-	11,603.58	16,227.46	22.05	-	-	-	-	-	2,073.86	-	-	20,070.13	125,490.75	-	79,149.95
Cash balance at beginning of period	-	12,960.58	50,610.66	12,275.86	-	26.54	30.42	-	22,507.71	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	98,337.87
Cash balance at end of period	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,999.99	$ -	$ 11,603.58	$ 16,227.46	$ 22.05	$ -	$ -	$ -	$ -	$ -	$ 2,073.86	$ -	$ -	$ 20,070.13	$ 125,490.75	$ -	$ 177,487.82

*As of 9/30/2025

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Fountain Lakes Commerce Center North CID
Fund Statement (2025 Original Budget)

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
Collections											
CID Sales Tax Revenue	$ 60,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 60,000.00
CID Special Assessment	196,588.93	-	-	-	-	-	-	-	-	-	196,588.93
Interest	-	435.01	1,240.31	647.85	-	339.79	0.31	-	1,047.63	-	3,710.89
Total Collections	256,588.93	435.01	1,240.31	647.85	-	339.79	0.31	-	1,047.63	-	260,299.82
Disbursements											
Bank Fees		-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,000.00	-	-	-	-	-	-	10,000.00
Audit Fees	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	250.00	-	-	-	-	-	-	250.00
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service											
Interest	-	-	-	-	-	258,997.32	-	-	-	-	258,997.32
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	3,000.00	-	10,250.00	-	258,997.32	-	-	-	-	272,247.32
Increase (decrease) in cash from operations	256,588.93	(2,564.99)	1,240.31	(9,602.15)	-	(258,657.53)	0.31	-	1,047.63	-	(11,947.50)
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	50,205.99	196,588.93	9,794.01	-	258,602.67	-	-	-	-	515,191.60
Transfers out	(256,588.93)	(60,757.16)	(197,834.75)	-	-	-	(10.76)	-	-	-	(515,191.60)
Total fund transfers	(256,588.93)	(10,551.17)	(1,245.82)	9,794.01	-	258,602.67	(10.76)	-	-	-	-
Increase (decrease) in cash	-	(13,116.16)	(5.51)	191.86	-	(54.86)	(10.45)	-	1,047.63	-	(11,947.50)
Cash balance at beginning of period	-	13,116.16	5.51	12,287.61	-	54.86	10.45	-	22,517.42	-	47,992.01
Cash balance at end of period	$ -	$ -	$ -	$ 12,479.46	$ -	$ -	$ -	$ -	$ 23,565.05	$ -	$ 36,044.51

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Fountain Lakes Commerce Center North CID
Fund Statement (2025 Amended Budget)

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account*	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	CID Sales Tax Account 2025 ABC	Special Assessment Account 2025ABC	Operating Account 2025	Debt Service Account 2025A	Debt Service Account 2025B	Debt Service Account 2025C	Redemption Account 2025A	Redemption Account 2025B	Redemption Account 2025C	Refunding Account 2025	Cost of Issuance Account 2025ABC	Project Account 2025B	Project Account 2025C	Extraordinary Expense Fund 2025ABC	Guaranty Account 2025	Rebate Account 2025	Fund Total
Collections																											
CID Sales Tax Revenue	$ 50,736.61	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,736.61
CID Special Assessment	144,017.89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	144,017.89
Interest	-	238.20	1,292.25	244.89	-	207.73	-	-	577.47	-	22.57	-	53.09	28.11	-	-	-	-	-	-	98.48	-	-	93.51	854.33	-	3,911.23
Total Collections	194,754.50	238.20	1,292.25	244.89	-	207.73	-	-	577.47	-	22.57	-	53.09	28.11	-	-	-	-	-	-	98.48	-	-	93.51	854.33	-	198,765.73
Disbursements																											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,013.86	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,013.86
Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	749.28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	749.28
Project Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	1,500.00	-	-	-	-	-	-	-	-	2,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service																											
Interest	-	-	-	-	-	218,936.76	-	-	-	-	-	-	-	16,240.51	-	-	-	-	-	-	-	-	-	-	-	-	235,180.27
Principal Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	1,500.00	-	10,763.13	-	218,936.76	-	-	-	-	2,000.00	-	-	16,240.51	-	-	-	-	-	-	-	-	-	-	-	-	249,443.39
Increase (decrease) in cash from operations	194,754.50	(1,261.80)	1,292.25	(10,518.33)	-	(218,723.03)	-	-	577.47	-	(1,977.43)	-	53.09	(16,221.40)	-	-	-	-	-	-	98.48	-	-	93.51	854.33	-	(51,177.66)
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160,812.83	-	-	-	125,000.00	-	285,612.83
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(158,612.83)	-	-	-	-	-	(158,612.83)
Release of Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000.00	-	-	-	125,000.00	-	-
Transfers in	-	24,284.52	137,728.09	9,805.66	-	218,504.22	-	-	0.61	-	26,864.85	-	11,563.09	16,238.13	22.05	-	-	-	-	-	-	-	-	20,093.00	-	-	465,340.50
Transfers out	(194,754.50)	(23,529.30)	(189,530.93)	(21,363.09)	-	(207.73)	(10.42)	-	(23,085.19)	-	(16,137.35)	-	-	-	(22.05)	-	-	-	-	-	-	-	-	-	-	-	(465,340.50)
Total fund transfers	(194,754.50)	(11,644.78)	(51,802.93)	(11,557.43)	-	218,504.22	(10.42)	-	(23,085.19)	-	(16,867.21)	-	11,563.09	16,238.13	-	-	-	-	-	-	-	-	-	20,093.00	-	-	-
Increase (decrease) in cash	-	(12,906.58)	(50,610.68)	(22,275.96)	-	(20.54)	(10.42)	-	(22,507.72)	-	(14,889.78)	-	11,617.09	713	-	-	-	-	-	-	2,098.48	-	-	20,093.51	125,854.33	-	75,822.34
Cash balance at beginning of period	-	12,906.58	50,610.68	22,275.96	-	20.54	10.42	-	22,507.72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08,337.87
Cash balance at end of period	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,889.78	$ -	$ 11,617.09	$ 713	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,098.48	$ -	$ -	$ 20,093.51	$ 125,854.33	$ -	$ 174,160.21

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Fountain Lakes Commerce Center North CID
Fund Statement (2026 Budget)

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	CID Sales Tax Account 2025 ABC	Special Assessment Account 2025ABC	Operating Account 2025	Debt Service Account 2025A	Debt Service Account 2025B	Debt Service Account 2025C	Redemption Account 2025A	Redemption Account 2025B	Redemption Account 2025C	Refunding Account 2025	Cost of Issuance Account 2025ABC	Project Account 2025B	Project Account 2025C	Extraordinary Expense Fund 2025ABC	Guaranty Account 2025	Rebate Account 2025	Fund Total
Collections																											
CID Sales Tax Revenue	$ 239,350.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 239,350.00
CID Special Assessment	202,788.22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	202,788.22
Interest	-	-	-	-	-	-	-	-	-	-	22.57	-	53.99	28.11	-	-	-	-	-	-	98.48	-	-	93.51	654.33	-	950.99
Total Collections	442,138.22	-	-	-	-	-	-	-	-	-	22.57	-	53.99	28.11	-	-	-	-	-	-	98.48	-	-	93.51	654.33	-	443,089.21
Disbursements																											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00
Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-	250.00	-	-	-	-	-	-	-	-	-	-	-	-	-	250.00
Project Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	4,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service																											
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	352,682.54	768.82	-	-	-	-	-	-	-	-	-	-	-	353,451.36
Principal Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	353,451.36	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	-	-	-	-	-	-	-	-	-	4,000.00	-	10,250.00	352,682.54	768.82	-	-	-	-	-	-	-	-	-	-	-	367,701.36
Increase (decrease) in cash from operations	442,138.22	-	-	-	-	-	-	-	-	-	(3,977.43)	-	(10,196.01)	(352,654.43)	(768.82)	-	-	-	-	-	98.48	-	-	93.51	654.33	-	75,387.85
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-	-	-	228,443.83	202,788.22	10,966.17	353,000.00	800.00	-	90,341.36	-	-	-	-	-	-	-	-	-	886,279.58
Transfers out	(442,138.22)	-	-	-	-	-	-	-	-	-	(230,156.16)	(202,788.22)	-	-	-	-	-	-	-	-	(2,166.96)	-	-	-	-	-	(886,279.58)
Total fund transfers	(442,138.22)	-	-	-	-	-	-	-	-	-	(1,712.33)	-	10,966.17	353,000.00	800.00	-	90,341.36	-	-	-	(2,166.96)	-	-	-	-	-	-
Increase (decrease) in cash	-	-	-	-	-	-	-	-	-	-	(14,680.78)	-	710.38	145.57	31.18	-	90,341.36	-	-	-	(2,068.48)	-	-	93.51	654.33	-	75,387.85
Cash balance at beginning of period	-	-	-	-	-	-	-	-	-	-	14,680.78	-	11,617.68	7.03	-	-	-	-	-	-	2,068.48	-	-	20,093.51	125,654.33	-	174,160.21
Cash balance at end of period	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,327.24	$ 152.60	$ 31.18	$ -	$ 90,341.36	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,187.02	$ 126,308.66	$ -	$ 249,548.06

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RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
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 and Amended Budget for 2025 as Submitted by the Board of Directors of the Riverpointe Phase 3 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 and Amended Budget for 2025 for the Riverpointe Phase 3 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.:

GILMORE BELL

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

September 30, 2025

VIA ELECTRONIC MAIL

Ms. Kimberly Hudson
City Clerk
200 North 2nd Street
4th Floor, Room 402
St. Charles, Missouri 63301

Re: Riverpointe Phase 3 Community Improvement District

Dear Ms. Hudson:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed relating to the above-referenced district is the proposed amended budget for the fiscal year ending December 31, 2025 and budget for the fiscal year ending December 31, 2026 to be distributed to the Mayor and the City Council for review and comment. The District will be considering the adoption of the budget prior to December 1. Accordingly, please advise the Mayor and the City Council to provide any comments no later than November 1. No formal action is required by the City.

Please feel free to call me if you have any questions. Thank you.

Very truly yours,

Mark A. Spykerman

MAS:etm
Enclosure

RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT

AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

AND

BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

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RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT

BUDGET MESSAGE

BACKGROUND

The Riverpointe Phase 3 Community Improvement District (the "District") was created on December 2, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-174 of the City of St. Charles, Missouri.

ISSUANCE OF DEBT

The District has no outstanding obligations.

REVENUE SOURCES

The District intends to impose a 1.0% community improvement district sales and use tax (the "CID Sales Tax"). No CID Sales Tax revenues are expected for the fiscal year ending December 31, 2026.

EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY

Fiscal Year Ending December 31, 2026 budget:

- Total estimated revenues of $0.
- Total estimated disbursements of $0.

BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2025 and ending December 31, 2025, and (2) beginning January 1, 2026 and ending December 31, 2026.

Respectfully Submitted,

_____

Treasurer
Riverpointe Phase 3 Community Improvement District

DRAFT

Riverpointe Phase 3 Community Improvement District

Fiscal Year Comparison

	2024 (Actual)	2025 (Year-to-Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
Sales Tax Revenue	$ -	$ -	$ -	$ -	$ -
City Contribution	486.20	4,545.90	4,500.00	4,545.90	4,500.00
Interest	-	-	-	-	-
Total Collections	-	4,545.90	4,500.00	4,545.90	4,500.00
Disbursements					
Bank Fees	-	-	-	-	-
Legal Fees	-	4,545.90	4,500.00	4,545.90	4,500.00
Insurance	-	-	-	-	-
District Administration Fees	-	-	-	-	-
Fiscal Agent Fees	-	-	-	-	-
Miscellaneous Expenses	486.20	-	-	-	-
Total Disbursements	486.20	4,545.90	4,500.00	4,545.90	4,500.00
Increase (decrease) in cash from operations	-	-	-	-	-
Fund Transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	-	-	-	-	-
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	$ -	$ -	$ -	$ -	$ -

*As of 9/29/2025

DRAFT

Riverpointe Phase 3 Community Improvement District
Fund Statement
2024 Fiscal Year

	General Fund
Collections	
Sales Tax Revenue	$ -
City Contribution	486.20
Interest	-
Total Collections	486.20
Disbursements	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	486.20
Total Disbursements	486.20
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

Riverpointe Phase 3 Community Improvement District
Fund Statement
2025 Fiscal Year Activity as of September 29, 2025

	General Fund
Collections	
Sales Tax Revenue	$ -
City Contribution	4,545.90
Interest	-
Total Collections	4,545.90
Disbursements	
Bank Fees	-
Legal Fees	4,545.90
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
Total Disbursements	4,545.90
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

Riverpointe Phase 3 Community Improvement District
Fund Statement
2025 Original Budget

	General Fund
Collections	
Sales Tax Revenue	$ -
City Contribution	4,500.00
Interest	-
Total Collections	4,500.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
Total Disbursements	4,500.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

Riverpointe Phase 3 Community Improvement District
Fund Statement
2025 Amended Budget

	General Fund
Collections	
Sales Tax Revenue	$ -
City Contribution	4,545.90
Interest	-
Total Collections	4,545.90
Disbursements	
Bank Fees	-
Legal Fees	4,545.90
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
Total Disbursements	4,545.90
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

Riverpointe Phase 3 Community Improvement District
Fund Statement
2026 Budget

	General Fund
Collections	
Sales Tax Revenue	$ -
City Contribution	4,500.00
Interest	-
Total Collections	4,500.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
Total Disbursements	4,500.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
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 and Amended Budget for 2025 as Submitted by the Board of Directors of the Riverpointe 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 and Amended Budget for 2025 for the Riverpointe 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.:

GILMORE BELL

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

September 30, 2025

VIA ELECTRONIC MAIL

Ms. Kimberly Hudson
City Clerk
200 North 2nd Street
4th Floor, Room 402
St. Charles, Missouri 63301

Re: Riverpointe Community Improvement District

Dear Ms. Hudson:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed relating to the above-referenced district is the proposed amended budget for the fiscal year ending December 31, 2025 and budget for the fiscal year ending December 31, 2026 to be distributed to the Mayor and the City Council for review and comment. The District will be considering the adoption of the budget prior to December 1. Accordingly, please advise the Mayor and the City Council to provide any comments no later than November 1. No formal action is required by the City.

Please feel free to call me if you have any questions. Thank you.

Very truly yours,

Mark A. Spykerman

MAS:etm
Enclosure

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

AND

BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

DRAFT

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

BUDGET MESSAGE

BACKGROUND

The Riverpointe Community Improvement District (the "District") was created on August 19, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-112 of the City of St. Charles, Missouri.

ISSUANCE OF DEBT

The District has no outstanding obligations.

REVENUE SOURCES

The District intends to impose a 1.0% community improvement district sales and use tax (the "CID Sales Tax").

EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY

Fiscal Year Ending December 31, 2026 budget:

- Total estimated revenues of $70,000.
- Total estimated disbursements of $70,000.

BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2025 and ending December 31, 2025, and (2) beginning January 1, 2026 and ending December 31, 2026.

Respectfully Submitted,

_____

Treasurer
Riverpointe Community Improvement District

DRAFT

Riverpointe Community Improvement District
Fiscal Year Comparison

	2024 (Actual)	2025 (Year-to-Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
Sales Tax Revenue	$ -	$ 22,479.43	$ 50,000.00	$ 39,339.00	$ 70,000.00
City Contribution	479.40	4,600.18	-	4,600.18	-
Interest	-	-	-	-	-
Total Collections	479.40	27,079.61	50,000.00	43,939.18	70,000.00
Disbursements					
Bank Fees	-	-	-	-	-
Legal Fees	-	4,600.18	4,500.00	4,600.18	4,500.00
Insurance	-	-	-	-	-
District Administration Fees	-	-	-	-	-
Fiscal Agent Fees	-	-	-	-	-
Parking Lot Improvements	-	-	45,500.00	34,259.42	65,500.00
Reimbursement to the City	-	-	-	5,079.58	
Miscellaneous Expenses	479.40	-	-	-	-
Total Disbursements	479.40	4,600.18	50,000.00	43,939.18	70,000.00
Increase (decrease) in cash from operations	-	22,479.43	-	-	-
Fund Transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	-	-	-	-	-
Increase (decrease) in cash	-	22,479.43	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	$ -	$ 22,479.43	$ -	$ -	$ -

*As of 9/29/2025

DRAFT

Riverpointe Community Improvement District
Fund Statement
2024 Fiscal Year

	General Fund
Collections	
Sales Tax Revenue	$ -
City Contribution	479.40
Interest	-
Total Collections	479.40
Disbursements	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	479.40
Total Disbursements	479.40
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

Riverpointe Community Improvement District
Fund Statement
2025 Fiscal Year Activity as of September 29, 2025

	General Fund
Collections	
Sales Tax Revenue	$ 22,479.43
City Contribution	4,600.18
Interest	-
Total Collections	27,079.61
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	-
Total Disbursements	4,600.18
Increase (decrease) in cash from operations	22,479.43
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	22,479.43
Cash balance at beginning of period	-
Cash balance at end of period	$ 22,479.43

DRAFT

Riverpointe Community Improvement District
Fund Statement
2025 Original Budget

	General Fund
Collections	
Sales Tax Revenue	$ 50,000.00
City Contribution	-
Interest	-
Total Collections	50,000.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	45,500.00
Reimbursement to the City	-
Miscellaneous Expenses	-
Total Disbursements	50,000.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

Riverpointe Community Improvement District
Fund Statement
2025 Amended Budget

	General Fund
Collections	
Sales Tax Revenue	$ 39,339.00
City Contribution	4,600.18
Interest	-
Total Collections	43,939.18
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	34,259.42
Reimbursement to the City	5,079.58
Miscellaneous Expenses	-
Total Disbursements	43,939.18
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

Riverpointe Community Improvement District
Fund Statement
2026 Budget

	General Fund
Collections	
Sales Tax Revenue	$ 70,000.00
City Contribution	-
Interest	-
Total Collections	70,000.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	65,500.00
Reimbursement to the City	-
Miscellaneous Expenses	-
Total Disbursements	70,000.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	$ -

DRAFT

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

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

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

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

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

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

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir.:

RECORDS DESTRUCTION FORM

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

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
9/2/2025	GS 012	Correspondence - General	2016, 2017, 2018, 2019	1 Year
9/2/2025	GS 012.1	Correspondence - Transitory	2016, 2017, 2018, 2019	1 Year
9/2/2025	GS 044	Board and Commission Appointments	2016, 2017, 2018, 2019	1 Year
9/2/2025	GS 040	Grant Records	2016, 2017, 2018	3 Years
9/2/2025	GS 050	Permits and Licenses	2016, 2017, 2018	2 Years
9/17/2025	GS 058	Litigation Case Files	2018	6 Years
9/2/2025	GS 105	Board Election Ballots	2016, 2017, 2018, 2019	1 Year
9/2/2025	GS 060	Contracts, Leases and Agreements	2016, 2017, 2018	5 Years
9/3/2025	MRRS 0039	Petitions	2017	5 Years
9/2/2025	EA 028.013	Certification of Election Results	1996-2019	22 Months
10/2/2025	GS 021	Planning & Zoning/Meeting Records DVD's	2023	Retain for 1 Year Destroy
9/2/2025	GS 009	Purchasing Records	2016, 2017	3 years + COA
9/2/2025	GS 010	Banking & Investment Records	2016, 2017	1 Year + COA
10/2/2025	GS 021	Landmarks Board/Meeting Records DVD's	2023	Retain for 1 Year Destroy
10/2/2025	GS 021	Board of Adjustment/Meeting Records DVD's	2023	Retain for 1 Year Destroy

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

Submitted by: Chris Kalips Date: 10/9/25

Approved by: Kimberly Hudson Date: 10/15/25
Printed Name

Approved by: _____
Signature

Revised: 07/15/2022

RECORDS DESTRUCTION FORM

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

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
10/2/2025	GS 021	City Council/Meeting Records DVD's	2023	Retain for 1 Year Destroy

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

Submitted by: Chris Kalips Date: 10/9/25

Approved by: Kimberly Hudson Date: 10/15/25
Printed Name

Approved by: Kimberley Hudson
Signature

Revised: 07/15/2022

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

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

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

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

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

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

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir.:

RECORDS DESTRUCTION FORM

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

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
10/09/2025	GS050	BUSINESS LICENSES	1997-1999	2 YEARS AFTER EXPIRATION
10/09/2025	GS040	GRANT RECORDS - CDBG	2002, 2003, 2010	DESTROY RECORDS 3 YEARS AFTER REPORTING
10/09/2025	GS054	FIXED ASSESTS INVENTORY	1988, 1997, 2003, 2006-2012	COMPLETION OF AUDIT
10/10/2025	GS008	ACCOUNTS RECEIVABLE RECORDS	2007-2011	COMPLETION OF AUDIT

cle 10/14/25

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

Submitted by: Jennifer O'Connor Date: 10-10-25

Approved by: Jennifer O'Connor Date: 10-10-25
Printed Name

Approved by: _____
Signature

Revised: 5/11/2015

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.

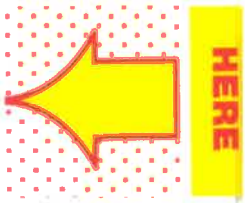
_____
Michael Galba, Presiding Officer

_____
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.

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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

_____ 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.

[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: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14017

Request for Council Action

Ward(s): 5 **Sponsor(s):** Denise Mitchell

Description:
An Ordinance accepting the sanitary sewers, storm sewers, water mains at Oakleigh Park Addition. Streets and street lights are private.

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

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

Summary:
Per section 405.220 of the City Code of Ordinances, the City of St. Charles is requesting the acceptance of the sanitary sewers, storm sewers and water mains Oakleigh Park Addition. Streets and street lights are private.

-Approximately 1,221 feet sanitary sewer
15 sanitary manholes
-Approximately 293 feet storm sewer
5 storm structures
-Approximately 1,398 feet water main
2 fire hydrants

The utilities being requested for acceptance have been inspected by City staff and meet the requirements for acceptance by the City of St. Charles.

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

RCA prepared by: JP Dept. Dir. OM Finance Dir. JAO Dir. of Admin. 4

Bill No. 14017 Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF SANITARY SEWER AND MANHOLES, STORM SEWERS AND STRUCTURES, AND WATER MAIN AND HYDRANTS AT THE OAKLEIGH PARK ADDITION, AND AUTHORIZING RELEASE OF SECURITY RELATED THERETO.

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

SECTION 1. Approximately 1,221 linear feet of sanitary sewer, 15 sanitary manholes, approximately 293 linear feet of storm sewer, 5 storm structures, and approximately 1,398 linear feet of water main, 2 fire hydrants at the Oakleigh Park Addition are accepted pursuant to Code of Ordinances Section 405.220.

SECTION 2. The release of one-hundred percent (100%) of the security guaranteeing completion of the improvements described in Section 1 is authorized. No part of the maintenance security shall be released.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

Approved as to Legal Form: Attest:

Holly Magdziarz 10/8/2025

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk



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Oakleigh Park Subdivision Addition

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14018

Request for Council Action

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

Description:
AN ORDINANCE AMENDING ORD #24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #10).

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

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

Summary:
The Mayor is recommending that City Council give favorable consideration to the tenth budget amendment for the year 2025.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A N/A
Account #: Multiple - Please see details in Bill
Project #:

RCA prepared by: js Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. C

Bill No. 14018 Ordinance No._____

Sponsor: Bart Haberstroh

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #10)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as follows:

SECTION 1. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following revenue accounts by the following amounts:

Account Number	Description	Amount	Project
100-199-199-450050	Other Revenue Opioid	$65,000.00	
410-199-199-450911	Contribution Revenue	$40,000.00	
410-199-199-511001	Proceeds Sale of Assets	$21,500.00	

SECTION 2. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following revenue accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 3. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
218-380-851-872102	Building Improvements	$14,380.00	25SCCC0004
100-110-111-733099	Other Professional Services	$65,000.00	
410-191-114-872102	Building Improvements	$40,000.00	
410-220-131-874005	Specialized Equipment	$21,500.00	25PSPOL012
219-199-199-873199	Other Improvements	$90,000.00	
215-500-572-743014	Repair & Maintenance Sewer Line	$150,000.00	

SECTION 4. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 5. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 6. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount	Project
218-199-199-321001	Tourism Fund Balance	$14,380.00	
215-199-199-321001	Sewer Lateral Fund Balance	$150,000.00	
219-199-199-321001	Main Street SBD Fund Balance	$90,000.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Holly Magdziarz 10/15/2025

Holly Magdziarz, City Attorney Date

Attest:



City Clerk

October 21, 2025

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2025 Budget
Budget Amendment# 10

The following budget amendment summary is presented for your consideration.

VIDEO MANAGEMENT SYSTEM

- The Convention Center must replace the additional equipment for the completion of the installation of the new Genetec Camera System. The current cabling can not be reused due to the age and condition. In addition, the workstation is incompatible with the new equipment and must be replaced. We are requesting to use $14,380.00 in Tourism Fund balance to complete this installation.

OPIOID SETTLEMENT FUNDS

- The Opioid Task Force has made 3 recommendations to begin using the settlement funds the City has received. These recommendations have been reviewed and approved by Legal. We are requesting to use Opioid Settlement Funds for the following:
  - Addiction is Real - $5,000.00
  - LIV Recovery - $50,000.00
  - Community Council (for Coordinated Entry) - $10,000.00

DONATION

- The EDC originally received a $40,000.00 from Bob Millstone that they will be unable to use. Mr. Millstone has now requested these funds be transferred to the City to use for the new City Centre Complex. We are requesting an increase of $40,000.00 in Donation Revenue and a corresponding increase in Building Improvements.

POLICE RADIOS

- The Police Department sold radios for $21,500.00. We are requesting to use these funds towards the purchase of LPR Licenses.

MAIN STREET SPECIAL BUSINESS DISTRICT

- At the last few Main Street SBD meetings, the Board approved to utilize $90,000.00 of fund balance towards two new projects, specifically $50,000.00 for maintenance and repairs to existing Main Street trash cans and $40,000 for Public Works to utilize when bidding new holiday lights. We are requesting the use of fund balance to increase other improvement expenses by $90,000.00.

FUND BALANCE

- The Public Works Department is requesting an additional $150,000.00 in fund balance to cover the cost of sewer lateral line repairs for the remainder of the year. We have already expensed $523,590.88 this year.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14019

Request for Council Action

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

Description:
An ordinance authorizing a Service Contract Agreement between Relativity, Inc. and the Center for Advanced Skills Training in Law Enforcement (CASTLE) which is a joint operation between the City of St. Charles and the City of O'Fallon.

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

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

Summary:
The purpose of this Agreement is to set forth the terms under which Relativity, Inc. will furnish the Agencies with access, service, support and upgrade protection for the Relativity TEAMS application: a Training, Education, Accounting, Management, and Scheduling system. This Agreement shall be valid for three (3) years and each City shall contribute $10,000.00 per year for a total of $30,000.00.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 30,000.00 **N/A** ☑

Account #:

Project #:

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

Bill No. 14019 Ordinance _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING A SERVICE CONTRACT AGREEMENT BY AND BETWEEN RELATIVITY, INC., THE CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT (CASTLE), THE CITY OF ST. CHARLES, AND THE CITY OF O'FALLON

WHEREAS, pursuant to the attached Service Contract Agreement, Relativity, Inc. will provide access, service, support and upgrade protection to the company's Training, Education, Accounting, Management and Scheduling ("TEAMS") system to the St. Charles Police Department; and

WHEREAS, the contract is between Relativity, Inc., the City of St. Charles, the City of O'Fallon, and the Center for Advanced Skills Training in Law Enforcement (CASTLE), all of which are sharing the costs for the TEAMS system equally and are able to use its services; and

WHEREAS, the Center for Advanced Skills Training in Law Enforcement (CASTLE) is a joint operation between the City of St. Charles and the City of O'Fallon; and

WHEREAS, this agreement is authorized by Section 70.220 of the Revised Statutes of Missouri, as amended, and is in the public interest.

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

SECTION 1. A Service Contract Agreement with Relativity, Inc. 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.

Bill No. 14019

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/10/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

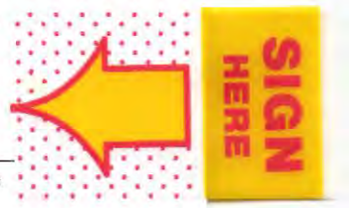


CERTIFICATE OF DIRECTOR OF FINANCE

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 10-10-25

Jennifer O'Connor, Director of Finance Date



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RELATIVITY, INC.

SERVICE CONTRACT AGREEMENT

This Service Contract Agreement ("Agreement") is made and entered on the final date of signature set forth below (the "Effective Date") by and between:

Relativity, Inc. ("Provider"), with principal offices at 317 Ranch Rd. 620 S Ste. 203, Lakeway, TX 78734, and the **Center for Advanced Skills Training in Law Enforcement** (the "Training Agency"), a joint operation between the **City of O'Fallon, Missouri** and the **City of St. Charles, Missouri** pursuant to Sections 70.220 and 70.260, RSMo. (the "City Agencies"), who collectively share responsibility as described herein. The Training Agency and the City Agencies may collectively be referred to as the "Agencies" and, as the context may require, each may be referred to as an "Agency."

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which Provider will furnish the Agencies with access, service, support, and upgrade protection for the Relativity TEAMS application: a Training, Education, Accounting, Management, and Scheduling system ("Services").

2. TERM

The term of this Agreement shall be three (3) years commencing on the Effective Date, unless terminated earlier pursuant to Section 6 or Section 7 below.

3. SERVICES PROVIDED

Provider shall provide: Training hours tracking, training course creation and management (LMS system), quartermaster management, fixed asset tracking, maintenance tracking, scheduling management, facility scheduling, accounting management, and ongoing service, support, and upgrade protection for TEAMS.

4. FEES & PAYMENT

The total contract value is $90,000, payable at $30,000 per year over three (3) years. Each Agency shall contribute $10,000 per year toward the annual contract fee. Payments shall be due within thirty (30) days of the annual invoicing. Invoices shall be submitted electronically to the Training Agency or as otherwise directed by an Agency.

Confidential Pricing: The pricing set forth herein reflects an introductory rate provided exclusively to the Agencies. The Agencies agree to maintain the confidentiality of the pricing terms and not disclose such terms to any third party without prior written consent of Provider, except as otherwise provided in Section 9 below.

5. SHARED OBLIGATION

If one Agency elects to terminate its participation, the remaining Agencies shall assume equal responsibility for the balance of the annual fee to maintain the full contract value. At all times, the total Provider compensation shall remain $30,000 per year.

6. AGENCY TERMINATION RIGHTS

Any Agency may terminate its participation in this Agreement with 30 days' written notice to Provider

EXHIBIT 1

and the other Agencies. Upon termination, that Agency shall have no further payment obligation beyond the current annual payment cycle. In addition, the Agencies may terminate this Agreement for material breach by Provider that remains uncured after thirty (30) days' written notice. If this Agreement is terminated for cause in accordance with this Section, Provider shall refund the Agencies a pro-rata portion of any prepaid fees for Services covering the remainder of the then-current year of the 3-year term.

7. PROVIDER TERMINATION RIGHTS

Provider may terminate this Agreement for material breach by any Agency that remains uncured after thirty (30) days' written notice, or failure of the Agencies collectively to remit the full annual payment due. If this Agreement is terminated for cause in accordance with this Section, Provider will refund the Agencies a pro-rata portion of any prepaid fees for Services covering the remainder of the then-current year of the 3-year term.

8. UPGRADES, SUPPORT & FUTURE COMPONENTS

Provider shall provide software upgrades, technical support, and maintenance for the TEAMS application throughout the contract term at no additional cost.

Future Components: Any new features, modules, or components developed by Provider after the Effective Date that are outside the scope of Section 3 of this Agreement may be made available for purchase separately by the Agencies at then-current rates.

9. CONFIDENTIALITY, INDEMNIFICATION & HOLD HARMLESS

All parties shall maintain confidentiality of non-public information exchanged under this Agreement, including but not limited to pricing terms. Notwithstanding any other provision of this Agreement to the contrary, the Agencies are public governmental bodies that are subject to Chapter 610, RSMo., and are 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 Provider.

Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other parties, their officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related to the Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement.

10. NOTICES

All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when electronically mailed to an address as provided by any party for such purpose or mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

Provider:
Relativity, Inc.
Attn: Dillon Watkins
317 Ranch Road 620 S Ste. 203
Lakeway, TX 78734
Dillon.Watkins@RelativityInc.com

Training Agency:
Center for Advanced Skills Training in Law Enforcement
Attn: Vicki M. Boschert, Secretary
2400 Hwy 79
O'Fallon, MO 63366
vboschert@ofallonmo.gov

City Agency: City of O'Fallon, Missouri
Attn: Vicki M. Boschert, Finance Director
100 N Main Street
O'Fallon, MO 63366
vboschert@ofallonmo.gov

City Agency: City of St. Charles, Missouri
Attn: Ray Juengst, Police Chief
200 N. Second Street
St. Charles, MO 63301
ray.juengst@stcharlescitymo.gov

11. INDEPENDENT CONTRACTOR

Provider is an independent contractor and nothing contained herein shall constitute or designate Provider or any of its employees, agents or subcontractors as an employee of any Agency.

12. FORCE MAJEURE

"Force majeure" means any unforeseeable circumstance which is beyond the control of a party, or any unavoidable event, even if foreseeable, as a result of which such party is unable to perform its obligations, in whole or in part, under this Agreement. The party affected by force majeure shall not assume any liability under this Agreement; however such party shall take reasonable and practicable efforts to perform this Agreement, and its liabilities hereunder may only be exempt in part or in whole according to the influence of the force majeure. The party affected by force majeure shall notify the other party within ten working days from the date on which the force majeure occurs, and such notice shall specify the occurrence of the force majeure and declare the event as force majeure.

13. GOVERNING LAW / VENUE & LIMITATION OF LIABILITY

This Agreement shall be governed by and construed under 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 Agreement shall be the Eleventh Judicial Circuit Court of St. Charles County, Missouri. This Section shall survive the termination or expiration of the Agreement.

Provider's total aggregate liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Agencies for the current calendar year in which the claim arose. In no event shall Provider be liable for any indirect, incidental, consequential, special, or punitive damages, even if advised of the possibility of such damages.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements relating to the Services.

Signatures

CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT

Captain Josh Hoeing, Board Chairperson — Date: 10/8/25

Attest:

Vicki Boschert, Board Secretary

RELATIVITY, INC.

Dillon Watkins, President — 09/18/2025

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor — Date

Attest:

Kimberly Hudson, City Clerk

CITY OF O'FALLON, MISSOURI

Frank Mininni, Police Chief — Date

Attest:

Bess Bacher, City Clerk

Sign Here

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14020

Request for Council Action

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

Description:
AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND FRANCIS HOWELL SCHOOL DISTRICT, AN EDUCATION INSTITUTION FOR ONE (1) SCHOOL RESOURCE OFFICER FOR THE PERIOD OF EFFECTIVE DATE THROUGH JUNE 30, 2027.

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

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

Summary:
St. Charles Police Department requests authorization to enter into the School Resource Officer Police Services Agreement between the City of St. Charles and the Francis Howell School District. The School District will reimburse the City of St. Charles for one (1) assigned commissioned police officer, per the agreement, in the below amounts:

Effective Date to June 30, 2026 - an amount not to exceed $80,374.50
July 1, 2026 to June 30, 2027 - an amount not to exceed $117,691.24

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

RCA prepared by: SMM Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

Bill No. 14020 Ordinance No. _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE FRANCIS HOWELL SCHOOL DISTRICT FOR ONE (1) SCHOOL RESOURCE OFFICER FOR THE PERIOD TO RUN THROUGH TO JUNE 30, 2027.

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

SECTION 1. A School Resource Officer Police Services Agreement between the City of St. Charles, Missouri and the Francis Howell School District ("Agreement") for the provision of one (1) school resource officer beginning the effective date of this ordinance through June 30, 2027, 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 10/15/2025 _____
Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk

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SCHOOL RESOURCE OFFICER POLICE SERVICES AGREEMENT

This SCHOOL RESOURCE OFFICER POLICE SERVICES AGREEMENT (hereinafter, the "Agreement") is entered into on the last day below written, by and between the City of Saint Charles, Missouri (hereinafter, the "City") and the Francis Howell School District (hereinafter, the "District").

In consideration of the promises, mutual covenants and consideration contained herein, the City and District agree as follows:

1. School Resource Officer. City, through its Police Department, will provide one (1) Missouri POST ("Peace Officer Standards and Training Commission") commissioned School Resource Officer to the campus area of Harvest Ridge Elementary on the following terms and conditions:

A. The School Resource Officer will be assigned during the school year and during school hours. The School Resource Officer shall at all times remain under the operational control and supervision of the Police Department. However, the School Resource Officer shall follow reasonable directives given by the District and administrators at Harvest Ridge Elementary, to the extent the same do not conflict with the directives of the School Resource Officer's police supervisor or the policies of the City and its Police Department. The School Resource Officer will be bound by and must adhere to the policies of the City and its Police Department, as well as the applicable policies and regulations of the District's Board of Education. Notwithstanding any other provision of the Agreement to the contrary, the directives, policies, regulations, and laws of the City shall supersede those of the District in the event of any conflict between them.

B. The School Resource Officer's duties include the enforcement of the criminal laws of the State of Missouri, the Missouri Juvenile Code and City Ordinances, and to act as a liaison between the Police Department and the students, faculty and staff of the school, with the objective of providing a safe environment for students, faculty and staff.

C. During the times when school is in recess, the School Resource Officer will

EXHIBIT 1

perform law enforcement duties within their respective geographical policing area.

D. All police-sensitive records regarding the School Resource Officer Program and all criminal justice records will be maintained by the Police Department, including all records regarding the performance of the School Resource Officer.

E. The School District shall inform the School Resource Office when providing access to educational records subject to the Family Educational Rights & Privacy Act (FERPA), and the School Resource Officer shall comply with FERPA, as well as the District's applicable Board Policies and Regulations, when attempting to access those records. The School Resource Officer shall not have access to personally identifiable information from student education records when acting in their capacity as a law enforcement officer unless an exception under FERPA applies.

F. The District will provide the School Resource Officer an office area, office supplies, and basic office related equipment to perform their duties while at school.

2. Payment. Listed below are the reimbursement amounts payable by District to City for providing the School Resource Officer. The reimbursement amount is payable in advance on a quarterly basis starting July 1 of each year. The reimbursement amounts are due and payable without receipt of an invoice from the City.

A. Year 1 (Effective date to June 30, 2026): District will reimburse City an amount not to exceed $80,374.50.

B. Year 2 (July 1, 2026 to June 30, 2027): District will reimburse City an amount not to exceed $117,691.24.

3. Termination. The City may terminate this Agreement at any time for the District's failure to pay the City as provided herein or for other good cause. The District may terminate this Agreement at any time for the City's failure to provide School Resource Officer services as set forth herein, or for other good cause. Either the City or the District may terminate this Agreement

upon sixty (60) days written notice.

4. Miscellaneous.

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

i. To the City:

City of St. Charles, Missouri
Attn: Director of Administration
200 North Second Street
St. Charles, Missouri 63301

ii. To the District:

Francis Howell School District
Attn: Interim Superintendent
801 Corporate Centre Drive
O'Fallon, Missouri 63368

B. *Choice of Law and Venue.* This Agreement shall be taken and deemed to have been fully executed, made by the City and District in, and governed by the laws of the State of Missouri for all purposes and intents. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding this Agreement shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri.

C. *Severability.* In the event any portion of this Agreement is held partially or wholly invalid or unenforceable by a court of competent jurisdiction, the City and District shall take such actions and steps as may be necessary to remedy and cure any such defect and, in any event, the remaining portions hereof shall continue in full force and effect. This Agreement shall not be modified except as herein provided without the consent of the parties hereto or their respective successors or assigns.

D. *Entire Agreement.* This Agreement constitutes the entire agreement among the City and District and that no other agreements or representations other than those contained in this Agreement have been made. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

E. *Representatives Not Personally Liable.* No elected or appointed official, agent, employee

or representative of the City or District shall be personally liable in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under this Agreement.

F. *No Third-Party Beneficiaries.* This Agreement constitutes a contract solely between the City and District. No third party has any beneficial interest in or derived from this Agreement. This Agreement is not intended to benefit any third-party, parent, student, resident, visitor, or any other person.

G. *No Waiver of Sovereign Immunity.* Nothing in this Agreement shall be construed, interpreted or deemed to constitute a waiver of the City's or District's Sovereign Immunity, or the Official Immunity or Qualified Immunity of any elected or appointed official, agent, employee or representative of the City or District, or a waiver of the Public Duty Doctrine.

H. *Assignment.* This Agreement shall not be assignable without the written consent of the City and the District.

I. *Counterparts.* This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

J. *Effective Date of Agreement; Execution Procedure.* This Agreement is effective and enforceable when the City executes a District fully executed copy of this Agreement.

SIGNATURE PAGE FOLLOWS

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

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz 10/15/2025

Holly Magdziarz, City Attorney Date

FRANCIS HOWELL SCHOOL DISTRICT

Sign Here

Steven Blair, President of the Board of Education Date

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

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz, City Attorney Date

FRANCIS HOWELL SCHOOL DISTRICT

Steven Blair 10-16-25

Steven Blair, President of the Board of Education Date