

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, December 2, 2025
7:00 p.m.

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

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
Pledge of Allegiance led by City of Saint Charles Leader of Tomorrow Aria Quarando – St. Charles Borromeo School
3. PRESENTATIONS/AWARDS/PROCLAMATIONS
 - A. Recognition of the Promotion of Joe Gragnani to Fire Chief
 - B. Recognition of the Promotion of Jamie Young to Deputy Fire Chief
 - C. Mayor’s Recognition of Todd Barnes for Distinguished Service to the Community
4. PUBLIC COMMENTS – 3-Minute Limit Per Person
The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes have elapsed. All persons who desire to provide Public Comment shall complete a Speaker’s Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.
5. REPORT OF THE MAYOR
 - A. Appointments to Boards/Commissions/Committees
6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS
7. PUBLIC HEARING – 5-Minute Limit per Person
Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A buzzer or notification will sound when five minutes have elapsed. All persons speaking at a Public Hearing shall complete a Speaker’s Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.
 - A. Case No. CU-2025-23. (David & Kathryn Gillette) An application for Conditional Use Permit per §400.210(C)(1)(d) for Liquor Sales associated with a permitted Restaurant use within the C-1/LMPD Neighborhood Business District within the Landmark Preservation District located at 321 Boone’s Lick Road. The subject property is located in Ward 2. **(RCA Attached)**

- B. Case No. LL-2025-19 - Approval of a Liquor License Application for David & Kathryn Gillette d/b/a Old Trading Post Baker Café located at 321 Boone’s Lick Road. (Ward 2) (*RCA Attached*)
- C. Case No. CU-2025-24. (Do Shaggy’s Burgers – Matthew Cartwright) An application for Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a permitted Restaurant use within the “C-2” General Business District located at 1981 Zumbahl Road. The subject property is located in Ward 6. (*RCA Attached*)
- D. Case No. LL2025-18 – Approval of a Liquor License Application for Matthew Cartwright d/b/a Do Shaggy’s located at 1981 Zumbahl Road (Ward 6) (*RCA Attached*)
- E. Case No. Z-2025-14. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from I-1 Light Industrial District “R-3A” Multiple Family Residential District. The subject property is located in Ward 6. (*Council Bill 14033*)
- F. Case No. Z-2025-15. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from “R-3A” Multiple Family Residential District to “PD-R” Planned Development – Residential. The subject property is located in Ward 6. (*Council Bill 14034*)
- G. Case No. Z-2025-16. (Bax Engineering) An application to rezone a 0.53 acre (more or less) tract of land located at 207 Reservoir Avenue from “R-1E/EHP” Single-Family Residential District within the Extended Historic Preservation District to “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District for the proposed expansion of an existing Winery, Meeting Facility, and Liquor Sales use. The property is located in Ward 2. (*Council Bill 14035*)
- H. Case No. CU-2025-25. (Wine Garden LLC – John Donnelly) An application to expand an existing Conditional Use Permit per §400.200(C)(1)(b) for a Meeting Facility, §400.200(C)(1)(d) for a Winery and §400.200(C)(1)(i) for Liquor Sales for the expansion of these uses within the proposed “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District located at 207 Reservoir Avenue. The expansion will bring the total adjusted site to 3.18 acres (more or less) and is located in Ward 2. (*RCA Attached*)
- I. An Ordinance Adopting a Budget for the City for the Period from January 1, 2026 to December 31, 2026, and Appropriating Money in the City Treasury to Pay the Cost of Operating the City Government During that Period in Accordance with the Budget (*Council Bill 14025*)
- J. A Resolution Adopting the Capital Improvement Program for the City of Saint Charles, Missouri, for the Fiscal Years 2026 Through 2030 (*Resolution 10.A*)

- K. An Ordinance Amending Section 700.150 and Section 705.220 of the Code Of Ordinances to Establish Water Rates And Sewer Rates Effective January 1, 2026, January 1, 2027, January 1, 2028, January 1, 2029, And January 1, 2030 (*Council Bill 14027*)

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
 - 1. Regular City Council Meeting of November 18, 2025
 - 2. Council Work Session of November 18, 2025
 - 3. Special Council Work Session of November 4, 2025
- B. Receipt of Reports from Boards, Commissions and Committees
 - 1. The Housing Authority of the City of St. Charles Meeting of August 27, 2025
 - 2. Senior Citizen Advisory Commission Meeting of October 14, 2025
 - 3. Landmarks Board Meeting of October 27, 2025
- C. Receipt of Director of Administration Reports
 - 1. FITS Report – October 2025
- D. Approval of Contracts and Easements
 - 1. Authorization to Enter into an Agreement with Missouri Highway and Transportation Commission to Receive Congestion Mitigation and Air Quality Federal Funds in the Amount of \$2,960,000.00 for the First Capitol and Kingshighway Roundabout Project CMAQ-7302(721)
 - 2. Authorization to Enter into an Agreement with Missouri Highway and Transportation Commission to Receive Transportation Alternatives Program Federal Funds in the Amount of \$2,000,000.00 for the First Capitol Shared Used Path Bridge Project TAP-7302(722)
 - 3. Authorization for the Police Department to Perform All Acts Necessary to Apply For and Accept the Bulletproof Vest Partnership Grant with the U.S. Department of Justice, Office of Justice Programs in an Amount not to Exceed \$24,165.00.
- E. Preliminary Plats
 - 1. Case No. SUB -2025-03 (Tempest Properties)
- F. Miscellaneous

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

- A. A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE FISCAL YEARS 2026 THROUGH 2031(*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

B. A RESOLUTION APPROVING A REVISED FAÇADE IMPROVEMENT GRANT PROGRAM AND ADOPTING GUIDELINE FOR SAME (*SPONSORS: MARK HOLLANDER, STEVE HOLLANDER AND DENISE MITCHELL*)

11. BILLS FOR FINAL PASSAGE

BILL 14025

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET (*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

BILL 14026

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES TO ADJUST CERTAIN FEES AND ADDITION OF NEW FEES (*SPONSOR: MICHAEL GALBA*)

BILL 14027

AN ORDINANCE AMENDING SECTION 700.150 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, JANUARY 1, 2027, JANUARY 1, 2028, JANUARY 1, 2029, AND JANUARY 1, 2030 (*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

BILL 14028

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE BEAVER CREEK COURT BANK STABILIZATION PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS (*SPONSOR: DENISE MITCHELL*)

BILL 14029

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF PALISADES DRIVE AND COPPERFIELD COURT TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION (*SPONSOR: MICHAEL GALBA*)

BILL 14030

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF INDIAN HILLS DRIVE AND SHAWNEE DRIVE TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION (*SPONSOR: BRIAN GOULD*)

BILL 14031

AN ORDINANCE REPEALING ORDINANCE NUMBER 22-152 WHICH ESTABLISHED A PARKING RESTRICTION ALONG A PORTION OF

BENTWATER PLACE AND AMENDING SCHEDULE III, TABLE III-A OF CHAPTER 350 OF THE CODE OF ORDINANCES BY ESTABLISHING A NEW PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE (SPONSOR: MICHAEL GALBA)

12. BILLS FOR INTRODUCTION

BILL 14032

AN ORDINANCE AUTHORIZING A MASTER AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE ST. CHARLES CITY-COUNTY LIBRARY DISTRICT TO ENABLE FOR THE JOINT PARTICIPATION IN VARIOUS COMMUNITY PROGRAMS (SPONSOR: DENISE MITCHELL)

BILL 14033

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT “I-1” LIGHT INDUSTRIAL DISTRICT AN APPROXIMATE 8.50 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WESTERN SIDE OF HARRY S. TRUMAN BOULEVARD AND APPROXIMATELY 465 FEET NORTH OF EHLMANN ROAD (SPONSOR: JUSTIN FOUST)

BILL 14034

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “PD-R” PLANNED DEVELOPMENT – RESIDENTIAL FROM ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 8.50 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WESTERN SIDE OF HARRY S. TRUMAN BOULEVARD AND APPROXIMATELY 465 FEET NORTH OF EHLMANN ROAD (SPONSOR: JUSTIN FOUST)

BILL 14035

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “HCD/EHP” HISTORIC COMMERCIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT “R-1E/EHP” SINGLE-FAMILY RESIDENTIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT A 0.53 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 207 RESERVOIR AVENUE (SPONSOR: MARK HOLLANDER)

BILL 14036

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 #11) (SPONSOR: BART HABERSTROH)

BILL 14037

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR LANDSCAPE MAINTENANCE BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE FOUNTAIN LAKES COMMERCE CENTER LOT OWNERS ASSOCIATION, INC., A MISSOURI NONPROFIT CORPORATION (SPONSOR: MICHAEL GALBA)

BILL 14038

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND ST. CHARLES COUNTY DEPARTMENT OF CORRECTIONS TO FURNISH, DELIVER AND PROVIDE HOUSING FOR PRISONERS OF THE ST. CHARLES CITY MUNICIPAL COURT IN AN AMOUNT NOT TO EXCEED \$2,500.00 (*SPONSORS: MARK HOLLANDER AND JUSTIN FOUST*)

BILL 14039

AN ORDINANCE REPEALING ORDINANCE NO. 2024-159 AND ENACTING NEW 2026 BUDGETED POSITIONS, AND RECLASSIFYING VARIOUS BUDGETED POSITIONS, PAY GRADES, SALARY RANGES AND OTHER COMPENSATION FOR EMPLOYEE, AND PROVIDING FOR AN EFFECTIVE DATE (*SPONSORS: MICHAEL GALBA AND MARK HOLLANDER*)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

A. Appointment to Board of Adjustment

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: Tuesday, November 25, 2025 – 5:00 p.m.



TO: City Council
FROM: Office of the Mayor
DATE: November 24, 2025
SUBJECT: Appointment Memorandum for the December 2, 2025 City Council Meeting

I ask for the City Council's confirmation of the following appointments:

Board of Appeals

- The appointment of *Matt Barker*, a builder, to replace *Pat Riley* whose term expired in *June 2024*, for a 3-year term expiring *June 2027*.

Frenchtown Special Business District

- The appointment of *Kate Manful* to fill the vacant position for a business owner in the district formerly held by *Ed Akers* for a term expiring *January 2027*.

Please contact me if you have any questions regarding these proposed appointments.

Sincerely,

Daniel J. Borgmeyer
Mayor

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. CU-2025-23. (David & Kathryn Gillette) An application for Conditional Use Permit per §400.210(C)(1)(d) for Liquor Sales associated with a permitted Restaurant use within the C-1/LMPD Neighborhood Business District within the Landmark Preservation District located at 321 Boone's Lick Road. The subject property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for a new Conditional Use Permit for Liquor Sales associated with a new restaurant/bakery use for Old Trading Post located at 321 Boones Lick Road. The property is located within the C-1/LMPD Neighborhood Business District within the Landmark Preservation District, and City Ordinance requires approval of a Conditional Use Permit for the sale of liquor.

The Planning and Zoning Commission considered this item at their November 10, 2025 meeting where the applicant was present. There were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed) subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-23: 321 Boones Lick Road – Recommended Conditions

1. This conditional use permit for a liquor sales associated with a restaurant use is issued to the applicant (David & Kathryn Gillette) and business (Old Trading Post) only for the property located at 321 Boones Lick Road and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted coffee restaurant/bakery use.
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.
5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.



AGENDA ITEM #6

**STAFF REPORT
CONDITIONAL USE NO. CU-2025-23
LIQUOR SALES
321 BOONES LICK ROAD**

**NOVEMBER 10, 2025
BY MADELYN P. BROWN**

APPLICANT: David & Kathryn Gillette
17 New Haven Court
Weldon Spring, MO 63304

OWNER: Peter Buncher
112 Park Charles Blvd N
St. Charles, MO 63376

ADDRESS/LOCATION: 321 Boones Lick Road
Ward 2

LOT SIZE: Approx. 0.26 acres (overall)

CURRENT ZONING: C-1/LMPD Neighborhood Business District within the
Landmark Preservation District

PROPOSED USE: Liquor Sales associated with a permitted restaurant/bakery
use

SUMMARY/ANALYSIS

This request is for liquor sales specifically associated with a new restaurant/bakery (Old Trading Post) located at 321 Boones Lick Road. The property is zoned C-1/LMPD Neighborhood Business District within the Landmark Preservation District. City Ordinance requires approval of a Conditional Use Permit within this zoning district for establishments that apply for a Liquor License. This request is specific to the liquor sales only and is not applicable to the other uses permitted by right within the referenced zoning district.

The building is currently occupied by Driftwood Music. Driftwood is to move to the rear of the building space while Old Trading Post will occupy the front portion of the building. Parking has been reviewed, and the number of parking spaces on site will make parking compliant for both businesses. Prior to occupancy, the applicant will be required to obtain building permits to convert the tenant space for a restaurant/bakery use. A condition has been added to this approval to ensure all applicable building permits are issued and completed prior to operation.

Liquor sales for Old Trading Post will consist of alcoholic beverages for a restaurant use. The applicant has provided a menu with this application which will be sold in conjunction with the

proposed alcohol sales. Food items include crepes, breakfast rolls, and other pastries. Per the applicant, the alcoholic beverages will include beer, wine, and mimosas. The proposed hours of operation are Tuesday through Saturday 7:00 a.m. to 2:00 p.m. and Sundays 8:00 a.m. to 12:00 p.m. The applicant has provided a copy of the menus and photos of the property with this application, and these are included with this report.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located in-between Activity Centers #6 (Historic Downtown) and #7 (Interstate 70-First Street Interchange). The proposed liquor license at this location associated with a permitted use can be compatible with its commercial/residential surroundings along Boones Lick Road.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 321 Boones Lick Road, in-between the Activity Centers #6 and #7. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

- c) Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Zoning

Ordinance, Comprehensive Plan, or any other plan, program, or ordinance adopted or under consideration pursuant to official notice by the city.

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

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

Staff believes the restaurant/bakery with liquor sales use as proposed can be compatible within its commercial/residential surroundings and should not produce negative effects to adjacent properties or the neighborhood. Staff believes this use will operate in a manner that is consistent with the area.

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

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

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

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

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

Consistency with Chapter 600 (Alcoholic Beverages)

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

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

The subject property is directly adjacent to a residential property at 1020 Boones Lick Road and 1115 Hall Street. Because of this adjacency, the notification provisions of Section 600.280(C) are applicable. However, since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing, this notification process constitutes compliance with the above-mentioned code section. Therefore, the requirements of Chapter 600 related to notification of surrounding property owners are satisfied through the City's Conditional Use Permit process.

STAFF RECOMMENDATION

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

1. This conditional use permit for a liquor sales associated with a restaurant use is issued to the applicant (David & Kathryn Gillette) and business (Old Trading Post) only for the property located at 321 Boones Lick Road and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted coffee restaurant/bakery use.
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.
5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application for a Liquor Sales associated with a permitted restaurant use at 321 Boones Lick Road to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 1: Aerial photo of the subject site.



Figure 2: Street view of the subject site.

Madelyn P. Brown

From: Dave Gillette <dave.c.gillette@gmail.com>
Sent: Tuesday, October 21, 2025 4:25 PM
To: Madelyn P. Brown
Subject: Re: 321 Boones Lick Rd CUP
Attachments: OTP Menu.png

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

Good afternoon, Madelyn. And thank you for reaching out to me.

I pulled some excerpts from our written business plan and pasted them here; hopefully this provides you with the information you are looking for. Please feel free to let me know if you have any questions or concern of anything missing-

Description

Old Trading Post Bakery-Cafe (also referred to as **OTP Bakery, OTP** or **the company** for the sake of brevity in this document) is an artisan bakery & cafe concept offering a succinct menu of pastries, peasant rolls, cookies, crepes, coffees, and alcoholic beverages. The business is to be located at 321 Boone's Lick Road in idyllic St. Charles to complement the thriving community and businesses that already exist there. OTP Bakery desires to support and preserve the character of the historic district and to become an anchoring place in a building built circa 1852 and served as a trading post during that time. The community will enjoy the timeless aromas of freshly baked pastries and will be drawn to come back for a taste of the old town. OTP will also offer a variety of bulk candy and home goods alluding to the bygone era of the bartering station. The aesthetic of the bakery will draw on the warm and charming historic features of St. Charles. Driftwood Music, the OTP's tenant in common, will complement the bakery well, providing an opportunity for customers to view the live action of a full service guitar manufacturer and repair shop and to possibly enjoy a guitar performance from time to time.

Staffing

Old Trading Post is 100 percent owned and managed by Dave and Katie Gillette and plans to employ 1 full time baker and 2 part-time staff members. Initially, only one full-time staff member will be brought in until sales are steady enough to justify more hiring. Dave will contribute to the baking workload and be the head trainer and operational leader. As a rule of thumb, all OTP Bakery's offerings are to be handmade fresh daily from scratch. The operation is designed both for customers on the run or for anyone who would like to stay for a visit. Either way, customers will enter into a clean, comfortable establishment and choose from a simple menu of popular items. Efficiency, high quality products, and friendly demeanor are key to the success of this business.

Day to day operations will be handled by Dave Gillette in his capacity of General Manager. Dave has ample experience in managing such an operation including working as a restaurant assistant manager before purchasing his own bakery, The Dive Bakery-Cafe, in Helena, Montana. Dave owned and operated The Dive profitably for six years and expanded into a second location before selling in 2013. Responsibilities for Dave, who is FoodSafe certified, include but are not limited to customer service, baking operations, human resources, inventory management, building and equipment management

(repairs and upkeep), advertising & marketing, and bookkeeping. Katie works as Assistant Dean at the Augustine Institute in Florissant, Missouri. She has knowledge in operations, marketing, fiscal responsibility, and personnel management that she will bring to bear in a support role at the business as she is able.

Hours of Operation

The shop will be open Tuesday through Saturday 7:00 am to 2:00 pm and Sundays 8:00 am to 12:00pm. Store hours may be subject to slight change according to demand.

Products

With the goals of freshness and food waste mitigation in mind, management will control inventory closely, bringing in its fresh (and less processed) ingredients weekly (or perhaps more frequently when necessary). The company will benefit by the made to order nature in serving fresh crepes while experiencing almost no food waste. Daily baked goods to be produced will include banana-nut bread, chocolate chip cookies, and white and honey wheat peasant rolls (to be toasted with cream cheese or butter). Each day OTP Bakery will also make available a rotating menu of specialty peasant rolls (ie. onion-herb, garlic-parmesan, cheddar chive, etc.); specialty cookies (ie. double chocolate, peanut butter, ginger snap, etc.); and pastries (ie. sweet croissants, mixed berry scones, cinnamon & caramel rolls). Beverages to be sold at Old Trading Post Bakery include hot coffee, iced coffee, and bottled teas and sodas. Seasonal varieties of draught beer is to be sold by the glass (or by the bottle/can). Wine / mimosas shall also be sold by the glass. No hard liquor is to be sold at Old Trading Post. Paying homage to the history of the location, creative naming / branding may be introduced (Boone's Lick cookie, etc). Aside from food products, OTP will have a line of retail home goods available for purchase as well. Retail offerings include gift items like engraved kitchen cutting boards, wooden spoons & forks, gift boxes, Old Trading Post logo t-shirts, sweatshirts & hats.

Please see the menu attachment below. Thanks again!

Kind regards,

Dave Gillette

MENU

SAVORY CREPES

- | | |
|---|------------|
| 1 Tomato, Basil & Mozzarella | \$7 |
| 2 Ham & Swiss | 8 |
| 3 Sausage, Cream Cheese, Cheddar & Green Onion | 9 |

SWEET CREPES

- | | |
|--------------------------|----------|
| 4 Triple Berry | 8 |
| 5 Nutella Banana | 7 |
| 6 Honey & Almonds | 7 |

RUSTIC ROLLS

- | | |
|-------------------------|----------|
| White | 2 |
| Honey Wheat | 2 |
| Special Roll of the Day | 3 |
| Sausage & Cheddar | 4 |

*Toasted with cream cheese and tomato Add **\$2**

*Make it a breakfast sandwich - add scrambled eggs; bacon, sausage or ham; and cheese. Add **\$5**

PASTRY OF THE DAY

T Berry & Cream Cheese Croissants / **W** Scones / **TH** Cinnamon & Caramel Rolls / **F** Muffins / **S** Quick Bread / **S** Baker's Choice (See bakery case for pricing.)

OTP COOKIES **\$3** ea / **\$15** per half dozen

BEVERAGES

Coffee **\$3** / Cold Brew Coffee **4** / Tea **3** / Hot Chocolate **3**

321 Boones Lick Road, St. Charles MO 63301

● (720) 363-2555

e. dave.c.gillette@gmail.com

OLD
TRADING
POST
BAKERY-CAFE

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 2-HOLLANDER

Sponsor(s): N/A

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-19

Applicant: David and Kathryn Gillette d/b/a Old Trading Post Baker Cafe at 321 Boone's Lick .

License Type: Full By The Drink and Sunday

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a request from David and Kathryn Gillette for the grant of a liquor license for Old Trading Post Bakery Cafe, located at 321 Boone's Lick Rd. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the law of the State of Missouri. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: PMB Dept. Dir. Gao Finance Dir. Gao Dir. of Admin. 7

11/18/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: David and Kathryn Gillette
d/b/a: Old Trading Post Bakery - Cafe
Location: 321 Boone's Lick Rd

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

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

Police Department:

Approved Signature:  _____ Date: 11/18/2025

Not Approved Reason(s): _____

11/18/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: David and Kathryn Gillette
d/b/a: Old Trading Post Bakery - Cafe
Location: 321 Boone's Lick Rd

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Cragnani Date: 11/18/2025

11/18/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: David and Kathryn Gillette
d/b/a: Old Trading Post Bakery - Cafe
Location: 321 Boone's Lick Rd

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature:  _____ Date: 11/18/2025

11/18/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: David and Kathryn Gillette
d/b/a: Old Trading Post Bakery - Cafe
Location: 321 Boone's Lick Rd

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

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

Community Development

Zoning District C-1 Historic Preservation District LMPD Occupancy Permit Yes

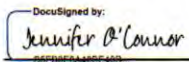
Approved **Approved with Conditions** **Not Approved**

Conditions of Approval _____

Reason(s) for denial: _____

Signature:  Date: 11/19/2025

Finance Department

Approved Signature:  Date: 11/19/2025

Not Approved Reason(s): _____

ArcGIS Web Map



11/20/2025, 2:38:00 PM

- Roadways
- County Parcels
- Address Points

321 BOONES LICK RD
ST. CHARLES, MO 63301

1:143



Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NASA, CGLAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA,

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025
Regular Special Work Session
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

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

Description:

Case No. CU-2025-24. (Do Shaggy's Burgers – Matthew Cartwright) An application for Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a permitted Restaurant use within the "C-2" General Business District located at 1981 Zumbahl Road. The subject property is located in Ward 6.

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

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

Summary:

This request is for a liquor sales use specifically associated with a permitted existing restaurant use at 1981 Zumbahl Road, in the Bogey Hills (Dierbergs) Plaza. The existing business, Do Shaggy's Burgers restaurant, has been operating in this approximately 2,500 square-foot space since October of this year; however, would like to include liquor sales for their customers. This establishment specializes in smashburgers, but also serves chicken sandwiches, salads and sides. The restaurant serves lunch and dinner, seven days a week, generally from 11:00 AM to 9:00 PM (10:00 PM on the weekends). While the Restaurant use is permitted by right at this location, the Liquor Sales associated with the restaurant is a conditional use.

The Planning and Zoning Commission considered this item at their November 10, 2025 meeting where a representative of the applicant was present and there were no public speakers. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed) subject to the attached conditions.

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

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

CU-2025-24 Recommended Conditions:

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Matthew Cartwright) with Do Shaggy's Burgers restaurant only for an approximately 2,500 square-foot interior tenant space located at 1981 Zumbahl 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. 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.
6. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.



AGENDA ITEM #5
STAFF REPORT
CONDITIONAL USE NO. CU-2025-24
LIQUOR SALES

1981 ZUMBEHL ROAD

NOVEMBER 10, 2025
BY LARA BERRY

APPLICANT: Matthew Cartwright
Do Shaggy's Restaurant
101 Britain Way
St. Charles, Missouri 63304

OWNER: Caplaco Fourteen Inc. & Dierbergs Zumbahl Inc.
11850 Studt Avenue
St. Louis, MO 63141

ADDRESS/LOCATION: 1981 Zumbahl Road
Ward 6

ACREAGE/SIZE: 2,500 sq. ft. (Interior Tenant Space)
25.47 acres (Parcel Lot Size)

CURRENT ZONING: C-2 General Business District

PROPOSED USE: Liquor sales associated with a permitted existing restaurant use

SUMMARY/ANALYSIS

This request is for liquor sales specifically associated with a permitted existing restaurant use at 1981 Zumbahl Road. The subject property is located within a multi-tenant strip center within a C-2 General Business District, in the Bogey Hills (Dierbergs) Plaza, near intersection of Zumbahl Road and Highway 70. The existing business, Do Shaggy's Burgers, is permitted by right at this location; however, liquor sales associated with the restaurant is a conditional use. The Conditional Use is specific to the liquor sales only and is not applicable to the other uses.

Do Shaggy's opened in October 2025 in this approximately 2,500 square-foot space. According to the business plans submitted by the applicant (included with this report), this establishment specializes in smashburgers, but also serves chicken sandwiches, salads and sides. The restaurant serves lunch and dinner, seven days a week, generally from 11:00 AM to 9:00 PM (10:00 PM on the weekends).



Figure 1: Parking lot view of the subject business.

Consistency with Chapter 600 (Alcoholic Beverages)

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

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

The subject property is directly adjacent to a multi-family residential property, The Glen at Bogey Hills. Because of this adjacency, the notification provisions of Section 600.280(C) are applicable. However, since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing, this notification process constitutes compliance with the above-mentioned code section. Therefore, the requirements of Chapter 600 related to notification of surrounding property owners are satisfied through the City’s Conditional Use Permit process.

Consistency with Comprehensive Plan

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

location associated with permitted restaurant use can be compatible with its commercial surroundings along the Zumbahl Road corridor.

Consistency with Conditional Use standards

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

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

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

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

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

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

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

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

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

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

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

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

STAFF RECOMMENDATION

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

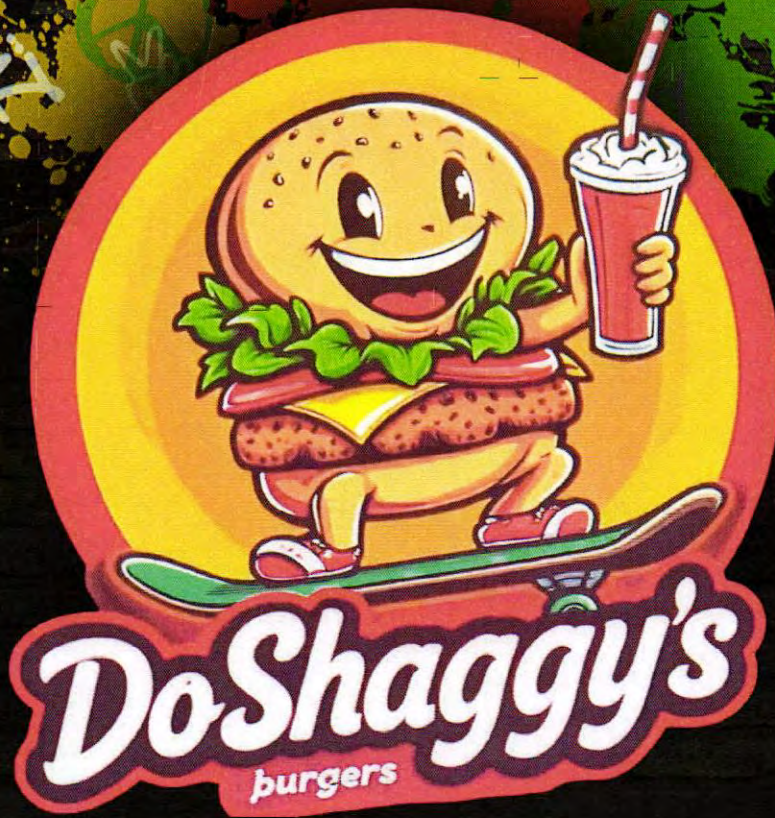
1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Matthew Cartwright) with Do Shaggy's Burgers restaurant only for an approximately 2,500 square-foot interior tenant space located at 1981 Zumbahl Road and is not transferable to another 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. 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.
6. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application CU-2025-24 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.




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





(636) 410-8166


DOSHAGGYS@GMAIL.COM

1981 ZUMBEHL RD. SAINT CHARLES, MO 63303

 **TikTok @do.shaggys.smash**

 **Instagram@DO SHAGGYS**

 **Twitter/X @Do.Shaggys**

 **Facebook @do.shaggys**

Monday11am-9pm

Tuesday.....11am-9pm

Wednesday11am-9pm

Thursday.....11am-9pm

Friday.....11am-10pm

Saturday.....11am-10pm

Sunday.....11am-9pm

SIGN UP FOR DOSHAGGYS REWARDS

ONLINE ORDERING - DOSHAGGYS.COM



All Burgers made with 100% Angus Beef Smashburgers on Toasted Italian Brioche Buns
MAKE IT A COMBO! BEEF TALLOW FRIES & DRINK (+\$4.59) OR UPGRADE SIDE (+\$1.49)

SIGNATURE BURGERS

All Signature Burgers Come as Double 1/4 lb

Shaggy OG \$12.49

American Cheese, Grilled Onions, Pickles, Shaggy Sauce

Flippin' Frisco \$11.50

American, Swiss, Frisco Sauce, on Sourdough Bread

Shroom & Swiss \$12.29

Swiss Cheese, Grilled Mushrooms, Mayo

Spicy A/F \$12.50

Carolina Reaper and Pepper Jack Cheese, Grilled Jalapenos, Lettuce, Tomato, Mayo

Break-N-Egg \$12.65

American Cheese, Fried Egg, Lettuce, Tomato, Mayo

SHAGGY SIDES

Beef Tallow Fries \$3.49

Add Cheese \$1.50

Beer Battered Onion Rings \$4.65

Homemade Chili \$4.65

Add Shredded Cheese and Onion \$1

House Salad \$4.65

Lettuce, Cheese, Tomato, Onion, Croutons, Dressing (Ranch, Thousand Island, Italian, or Honey Mustard)

Caesar Salad \$4.65

Lettuce, Croutons, Parm, Caesar Dressing

CHICKEN & SANDWICHES

Cheese Steak Mafia \$13

Grilled Steak or Chicken, Grilled Bell Peppers and Onions, Provolone Cheese, and Mayo on 7" Garlic Sub

The FRYD Chicken \$12

Marinated Hand-Breaded Chicken Breast, Lettuce, Tomato, Pickle, Mayo. (Regular, Buffalo, or BBQ)

Chick Pig Ranch \$12.50

Grilled Chicken, Bacon, Provolone Cheese, Lettuce, Tomato, and Ranch on 7' Garlic Hoagie

Chicken Flip Deluxe \$13.50

Grilled Chicken, Bacon, Swiss, Lettuce, Tomato, Avocado, and Mayo

4 Piece Chicken Strips W/Fries \$12.50

With Fries and Shaggy Sauce

LITTLE SHAGGY'S FUN BOX

Cheeseburger Box \$7

Single, American Cheese, Ketchup, Pickle, With Side and Drink

2 Piece Chicken Strips \$8

With Side and Drink

Grilled Cheese \$5

With Side and Drink

BUILD YOUR OWN BURGER (Extra Charges May Apply)

1. Single (\$7.50)	2. Cheese (\$1)	3. Toppings	Toppings (\$)
Double (\$9.50)	American	(Free)	Grilled Mushrooms (\$1)
Triple (\$11.50)	Swiss	Lettuce	Grilled Onions (\$1)
Turkey (\$7.50)	Cheddar	Tomato	Grilled Jalapeños (\$1)
Impossible (\$12.50)	Provolone	Onion	Grilled Peppers (\$1)
+ \$3 for each additional patty	Pepper Jack	Pickle	Fried Egg (\$2ea.)
	Blue Cheese	Condiments	Avocado (\$1ea.)
			Bacon (\$2 for 2 strips)

Put What YOU Want On Your Burger

DRINKS & SHAKES

Fountain Soda \$3

Hand-Scooped Shakes \$6.99

Vanilla
 Chocolate
 Strawberry
 Cookies-N-Cream
Topped with Whipped Cream & Cherry

DO SHAGGYS ALCHOHOL MENU

Draft Beer x4- Selection TBD

Selected Bottle Beers

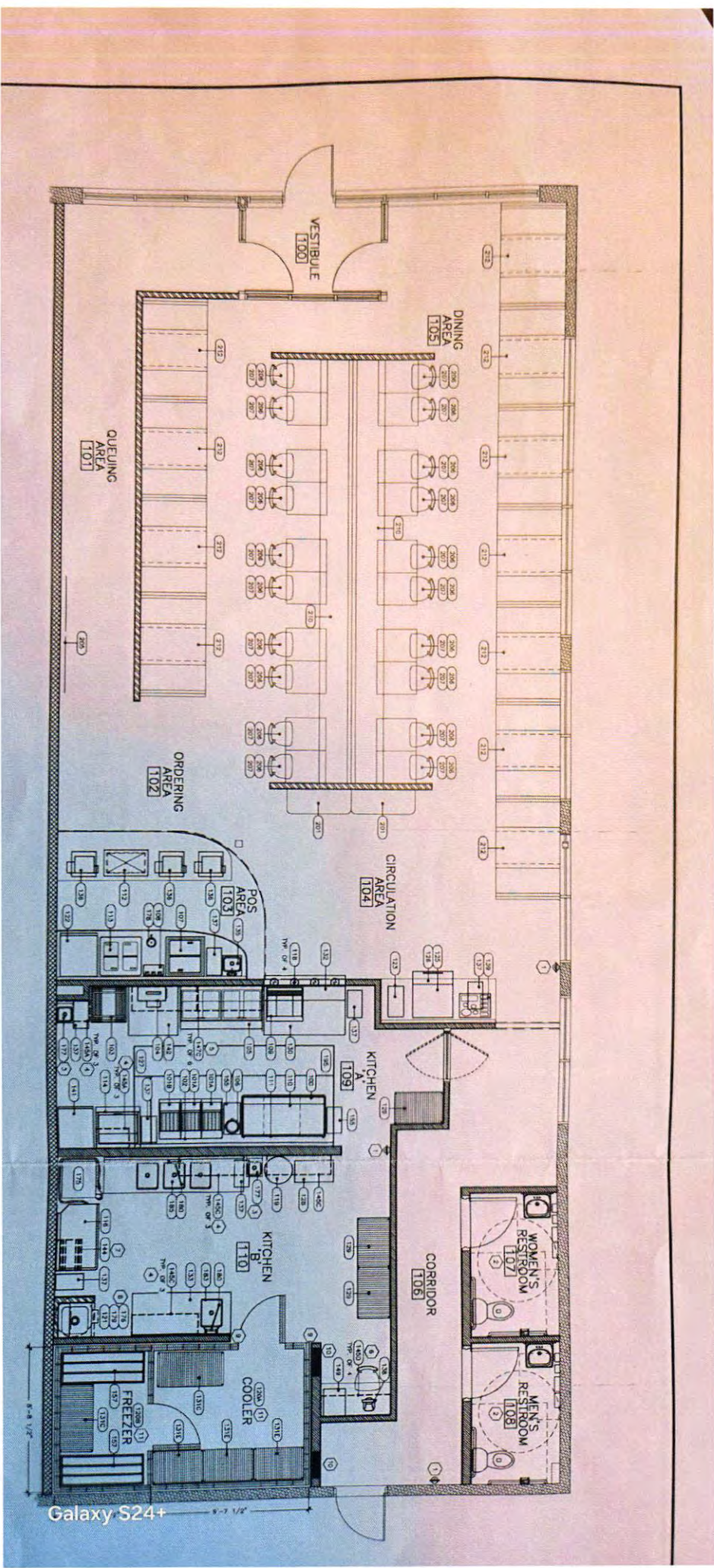
Boozy Milkshakes

BOOZY Berry- Strawberry milkshake with Whipped cream Vodka, Fresh Strawberries, Whip cream and cherry

Cocoa Loco- Chocolate shake infused with Baileys and Chocolate Liquor, topped with whipped cream and cherry

Dirty Root Beer- Root beer flavored milkshake with vanilla ice cream, Rum Chata and Barqs Root beer

White Russian- Milkshake infused with Vodka and Kahlua topped with whipped cream and cherry



Galaxy S24+

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 6

Sponsor(s): N/A

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2025-18

Applicant: Matthew Cartwright d/b/a Do Shaggy's at 1981 Zumbahl Rd.

License Type: Full By the Drink and Sunday

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a request from Matthew Cartwright for the grant of a liquor license for Do Shaggy's located at 1981 Zumbahl Rd. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the law of the State of Missouri. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

10/28/2025

Liquor License Application Departmental Approval Form

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

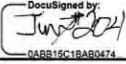
Before the attached liquor license application submitted by:

Applicant name: Matthew Cartwright
d/b/a: Do Shaggy's
Location: 1981 Zumbahl Rd

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

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

Police Department:

Approved Signature:  _____ Date: 11/17/2025

Not Approved Reason(s): _____

10/28/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: Matthew Cartwright
d/b/a: Do Shaggy's
Location: 1981 Zumbahl Rd

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani Date: 11/17/2025

10/28/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: Matthew Cartwright
d/b/a: Do Shaggy's
Location: 1981 Zumbahl Rd

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

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

Community Development

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

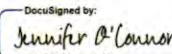
Approved **Approved with Conditions** **Not Approved**

Conditions of Approval _____

Reason(s) for denial: _____

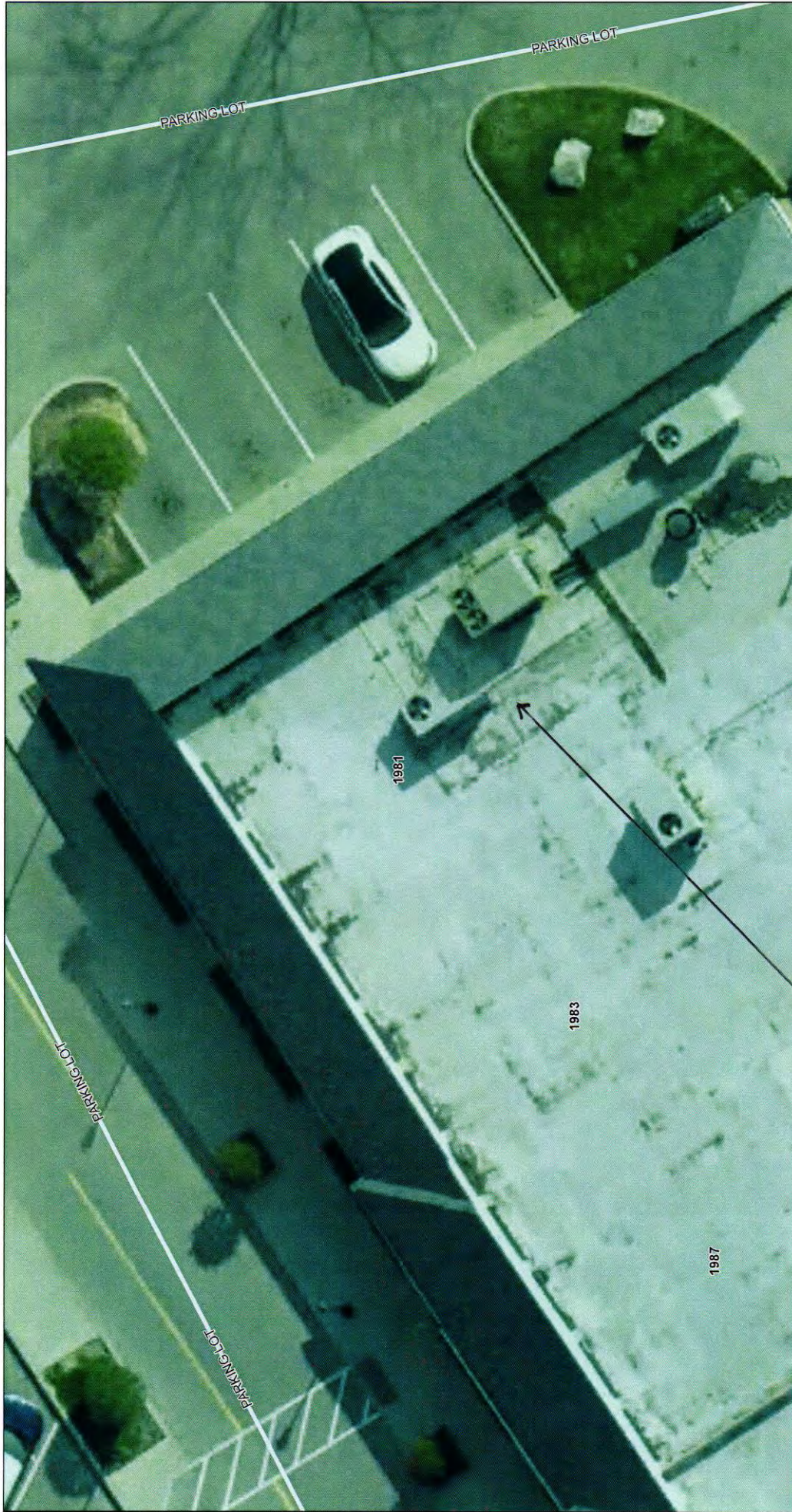
Signature:  Date: 11/17/2025

Finance Department

Approved Signature:  Date: 11/17/2025

Not Approved Reason(s): _____

ArcGIS Web Map



11/20/2025, 10:07:04 AM

- Roadways
- County Parcels
- Address Points

1:143
0 0 0 0 0 0
0 0 0 0
0.01 mi
0.01 km

Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NIMA, Geonatietyreisen, Rijkswaterstaat, GSA,

RCA FORM (OFFICE USE ONLY)

Bill # 14033

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2025-14. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from I-1 Light Industrial District "R-3A" Multiple Family Residential District. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant has submitted two (2) applications for a new residential development within the City of St. Charles. The first application (Z-2025-14) is a request to rezone approximately 8.5 acres from I-1 Light Industrial District to R-3A Multiple-Family Residential District. This rezoning request is intended to establish the underlying zoning for a new residential development. The second application (Z-2025-15) is a request to rezone the same 8.5 acres from the R-3A Multiple-Family Residential District to the PD-R Planned Development – Residential District with the intent of developing 44 townhome dwelling units.

The Planning and Zoning Commission held a public hearing on this item at their November 10, 2025 meeting where the applicant spoke and there were two (2) speakers from the public. One speaker was a neighbor with general questions on the proposal and the other was in opposition due to possible noise concerns from industrial properties. The Commission voted 8 in favor, 0 opposed and 1 abstention to forward the application to the City Council with a favorable recommendation.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #8 & 9

**STAFF REPORT
REZONING CASE NO. Z-2025-14 & Z-2025-15
TRUMAN MEADOWS
NEW PLANNED DEVELOPMENT**

**NOVEMBER 11, 2025
BY MADELYN P. BROWN**

APPLICANT/OWNER: T.R. Hughes Homes
239 Fox Hill Road
St. Charles, MO 63301

ADDRESS/LOCATION: Located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road (Parcel ID # 6-0015-0291-00-0008.1000000)
Ward 6

ACREAGE: 8.5 Acres

EXISTING ZONING: I-1 Light Industrial District

REQUESTED ZONING: 1st: R-3A Multiple-Family Residential District (Z-2025-14)
2nd: PD-R Planned Development-Residential District (Z-2025-15)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	I-1 Light Industrial District	Industrial
South	O-I Office Institution District	Multiple-Family Residential
East	I-1 Light Industrial District	Industrial
West	R-1E Single-Family Residential District	Single-Family Dwellings

REQUEST

The applicant has submitted two (2) applications for a new residential development within the City of St. Charles. The first application (Z-2025-14) is a request to rezone approximately 8.5 acres from I-1 Light Industrial District to R-3A Multiple-Family Residential District. This rezoning request is intended to establish the underlying zoning for a new residential development. The second application (Z-2025-15) is a request to rezone the same 8.5 acres from the R-3A Multiple-

Family Residential District to the PD-R Planned Development – Residential District with the intent of developing 44 townhome dwelling units. This report will analyze the appropriateness of both applications.

ANALYSIS OF REZONING TO R-3A (Z-2025-14)

The existing I-1 Light Industrial District uses allow for commercial/industrial uses of higher intensity; however, does not permit residential development. While the property is adjacent to industrial uses to the east (Eisen Panel Group, 3300 Panel Way) and north (Trinity Products, 3251 Harry S. Truman Blvd), the properties directly south and west are residential. Per the area zoning map below, residential zoning/uses is located within the yellow highlighted areas and is adjacent to the industrial zoning/uses in grey. The Trinity Products site at 3251 Harry S. Truman Blvd is separated from the subject property by the Norfolk Southern Railroad. Additionally, Harry S. Truman Blvd serves as a buffer between the subject property and 3300 Panel Way, whereas the nearby residential properties are located immediately adjacent to the site. Area residents have expressed concerns that additional industrial use(s) could be developed at this location under the current zoning. The proposed rezoning to a residential district would address these concerns and per staff is in the best interest of the surrounding neighborhoods and the overall area. Based on these conditions, a less intense, residential zoning and use is more favorable for this site as opposed to the existing industrial zoning.

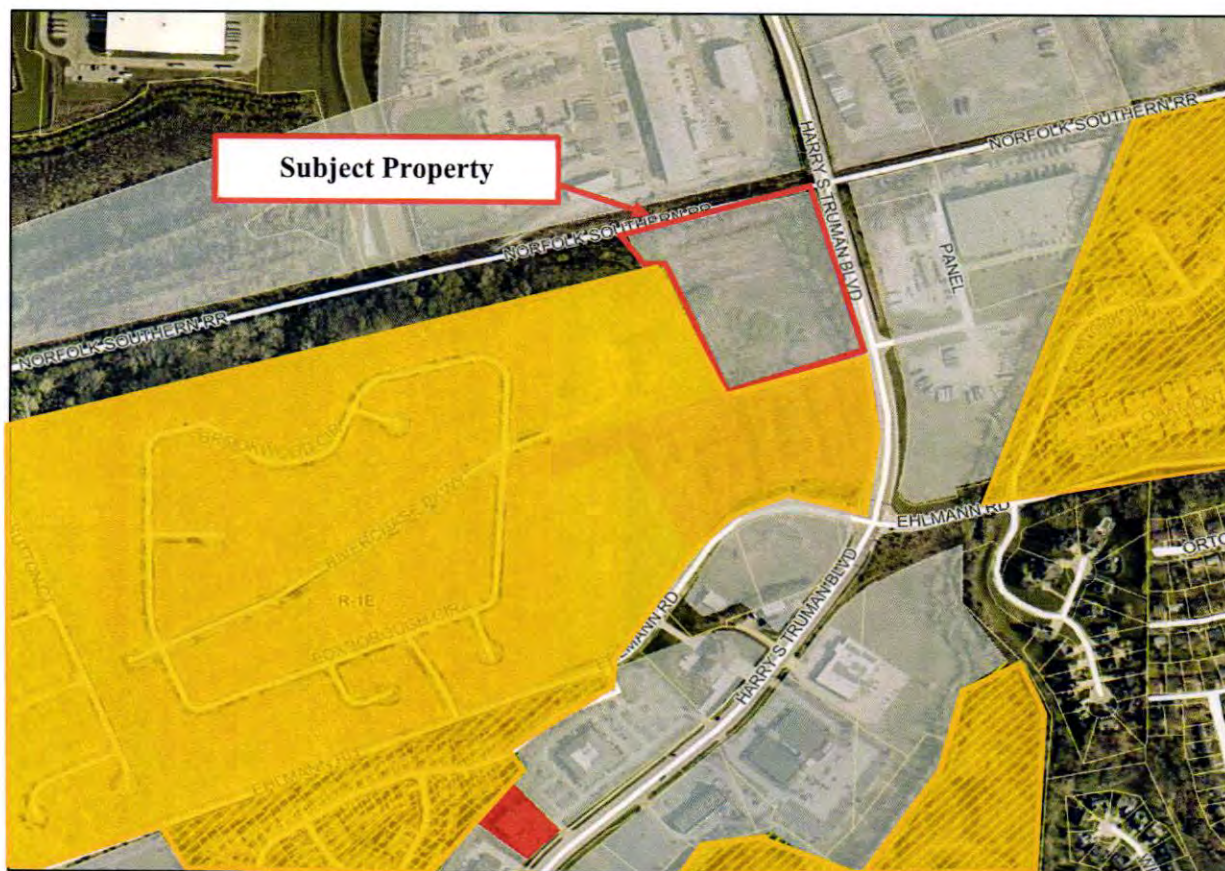


Figure 1: Area zoning map.

The City’s Comprehensive Plan identifies fifteen (15) activity centers that evaluate proposed new land uses on the basis of their proximity to an activity center, rather than on a site-specific map. This land use philosophy bases land use decisions on the level of activity and density the proposed use can be expected to generate, its distance from the activity center, and its appropriateness to the proposed location. The subject property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The Harry S Truman corridor, which bridges the gap between the two activity centers, decreases in intensity from the north to the south. Higher intensity industrial and commercial uses are present north of the Norfolk Southern Railroad, while less intense, mixed-use commercial and residential are present to the south. Further discussion regarding the Comprehensive Plan is provided later in this report in reference to Z-2025-15.

The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property and staff would be supportive of this rezoning to R-3A Multi-Family Residential District.

ANALYSIS OF THE PRELIMINARY DEVELOPMENT PLAN (Z-2025-15)

Overview

The Applicant is proposing to rezone the subject property from R-3A (Z-2025-14) to PD-R Planned Development-Residential for a new, 44 unit single-family townhome development (Truman Meadows). Associated with this request, a Preliminary Development Plan has been submitted for review. The proposal depicts the establishment of residential lots for each townhome unit, common open space, walkways, landscape buffer, storm water detention areas and interior streets.

Land Uses

Per the PD standards, uses within the R-1C, R-1D, R-1E, R-2 and R-3A are permitted associated with a PD-R Planned Development-Residential request; however, only attached single-family residences in both six (6) - and eight (8)-unit attached configurations are proposed. If approved as submitted, no other uses would be permitted without an amendment to the request. Table 1, below, following page details the typical R-3A Multi-Family Residential District standards in comparison to those requested for this PD-R Planned Development.

	R-3A District Standards	Requested PD-R
Permitted Uses	R-1, R-2, All Multi-Family Uses	Townhomes
Density	18 Units per acre	5.17 Units per acre (44 Units in total)
Front Yard Setback	25 ft	20 ft
Side Yard Setback	7 ft	0 ft
Rear Yard Setback	25 ft	12 ft
Min. Distance Between Buildings	30 ft	N/A

Max. Lot Coverage	40%	60%
Min. Lot Area	10,000 sq. ft.	1,600 sq. ft.
Min. Lot Width	75 ft	20 ft
Min. Street Frontage	25 ft	20 ft
Min. Lot Depth	125 ft	80 ft
Max. Building Height	3 stories or 45 ft	N/A

Figure 1: R-3A standards vs proposed PD standards.

The R-3A District standards view a multi-family development as one under single ownership on one large parcel, such as a typical apartment complex, or a condominium-style development where units are subdivided synonymously with the unit footprint but all ground/land is part of a common ownership entity like a Home Owner's Association (HOA). This district does not provide for the product type where the units (in this case townhomes) are not part of one large parcel but are rather subdivided into individual lots. A Planned Development can achieve this style of development, such as the townhomes in the Oakleigh Park Addition at the southeast corner of the intersection of McClay Road and Hackman Road which were approved in 2022 and were also developed by in a similar style to those proposed as part of this application.

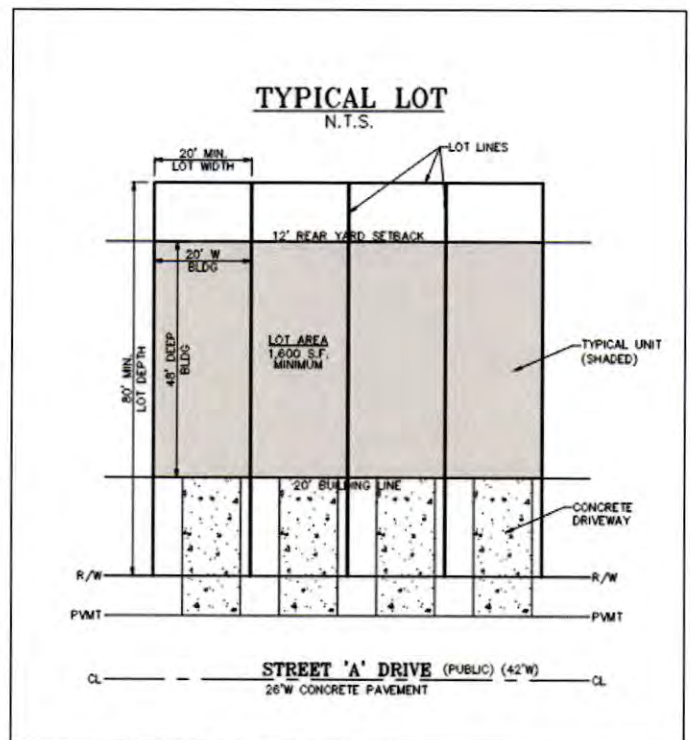


Figure 2: Typical lot detail.

Density

The PD-R zoning district regulations establish maximum densities per acre and the number of dwelling units based on the underlying district which is the proposed R-3A district. Based on the R-3A maximum density (18 units per acre), a total of 150 residential units could be permitted as part of this development. The submitted Preliminary Development Plan proposes a total of 44 units, with an overall density of 5.17 units per acre. While the proposed density is much lower than what is permitted within the R-3A district, the R-1 and R-2 districts would not permit a townhome-style development of this nature. As mentioned above, the proposed density is typical of this style of development and would be compatible as a transition from the nearby residential uses to the higher intensity commercial/industrial uses.

Architectural

The applicant has submitted elevation/façade examples for this development. Building materials include vertical and horizontal siding and architectural shingle roofs. Each unit will also have a one car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 3, on page 5.

While not required by code for single-family residential development (attached or detached), Staff would recommend some masonry be incorporated as a primary material or the street facing facade. The addition of masonry would assist in the proposed development meeting the purpose statement of PD to provide “promote a more desirable community environment”. Similar to the Oakleigh Park Addition (referenced above), which incorporates masonry as a primary building material, the inclusion of masonry elements would ensure architectural consistency with comparable developments within the City. If the Planning and Zoning Commission agrees, a condition has been proposed to by staff to reflect this recommendation. If the Commission does not believe masonry is appropriate, this condition may be removed.



Figure 3: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide private drive (Truman Circle) is proposed to access the townhome driveways, leading to the one-car garages and main entrances. The primary, and only entrance to subdivision is from the east side of the subject property, from Harry S. Truman Boulevard. The Fire Marshal has reviewed this plan and approves the proposed access. The City’s Engineering Department has also determined that a traffic study is not required or warranted. Additionally, the sight distance at the proposed access point has been reviewed and found to be compliant with City standards, as the Engineering Department has approved the design as proposed.

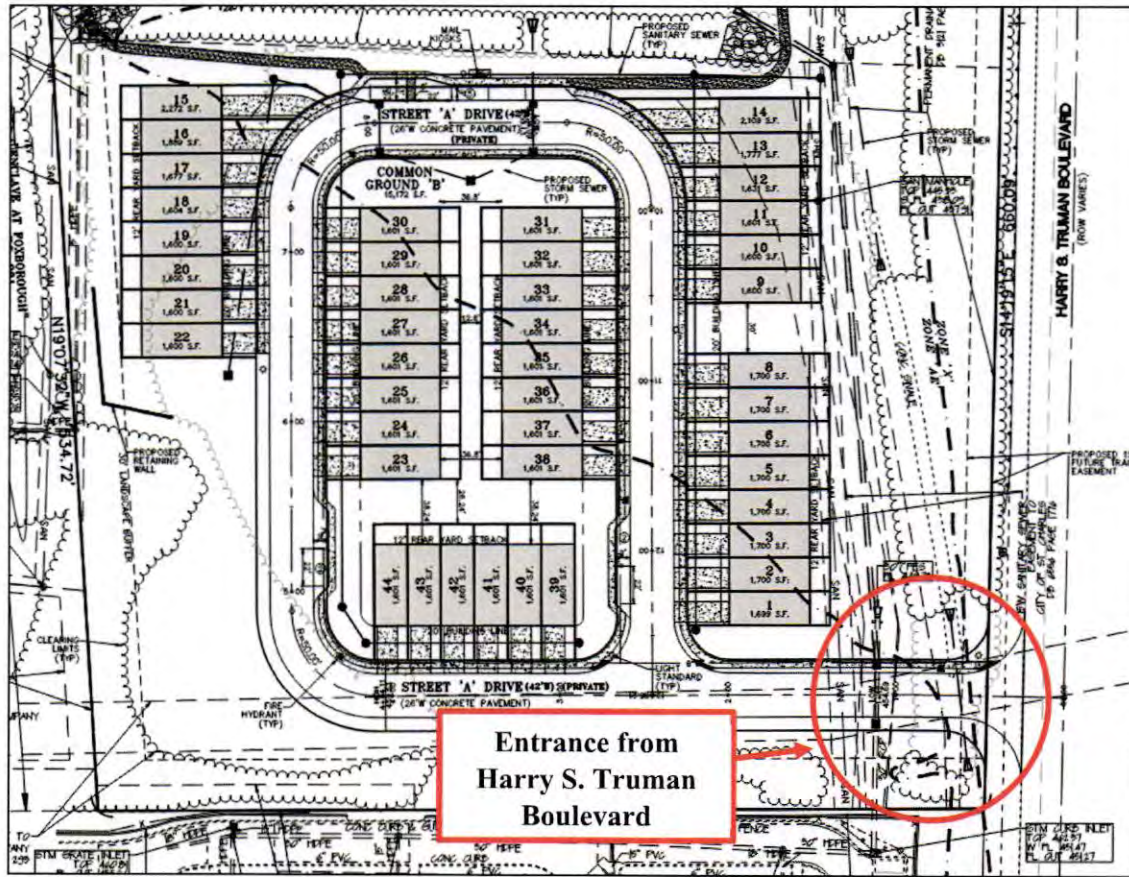


Figure 4: Proposed Access Point.

Open Space/Amenities/Landscaping

A total of 5.63 acres of common ground has been provided. The minimum amount required by code is 15% of the residential development area, or 1.275 acres. The developer will also incorporate a walking trail around the development as an added amenity for residents.

A condition of the City's PD-R Planned Development - Residential District requires that no more than half (1/2) of required open space be covered by water, flood plain, storm water detention/retention facilities or left in a natural state. A stormwater detention area is proposed at the northern portion of the site, and the required buffer area located along the perimeter of the property. The applicant has provided an exhibit detailing the proposed common ground/open space areas which is included in the packet and is compliant with Code requirements.

The submitted landscape plan depicts the required tree and bush plantings within the required landscape buffers. A total of 24 shade trees and 41 shrubs are proposed on site, in addition to the existing foliage. The location of the trees along the perimeter of the development will assist in buffering the development from adjacent residences and roadways. Additionally, a tree preservation plan will be submitted for review and compliance with Code requirements prior to approval of Improvement Plans. The City's Tree Preservation Ordinance requires either preservation or replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site. Per the submitted plan, there are 3.12 acres of existing trees with only 33% (1.03 acres) to be removed.

Buffering

This development proposal indicates that the residential density will be greater than the adjacent existing residential density to the west. Additionally, commercial uses/zoning is located to the north and east. In accordance with the PD-R Planned Development – Residential District standards, a 30 foot landscaped buffer is required along the perimeter of the development adjacent to the less dense residential area and commercial uses/zoning. The plan depicts the required buffer along the western, eastern and northern property boundary within common ground. This buffer is intended to mitigate the effect of the proposed residential development on the existing/established development. Additionally, the buffer will also help mitigate the effect of the nearby, existing commercial/industrial uses on future residents of the proposed development.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and city staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

As previously discussed within the analysis of application Z-2025-14, this property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The proposed development is in line with the surrounding development patterns and density shift south of the Norfolk Southern Rail Road. The Department of Community Development considers these rezoning requests to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with area land uses.

STAFF RECOMMENDATION

After review of the two requests (including the proposed preliminary development plan), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the rezoning requests and preliminary development plan are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these rezoning requests be forwarded to the City Council with a favorable recommendation, with the following conditions for Z-2025-15 (PD-R request):

1. The applicant shall work with City Staff to add masonry to the primary elevations of the proposed structures in a manner which is consistent with the PD purpose statement and other similar developments within the City.

Recommended Motion (Two Separate Motions):

1. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-14, as submitted by the applicant.
2. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-15, which also includes a new Preliminary Development Plan Truman Meadows, subject to the condition recommended by staff.

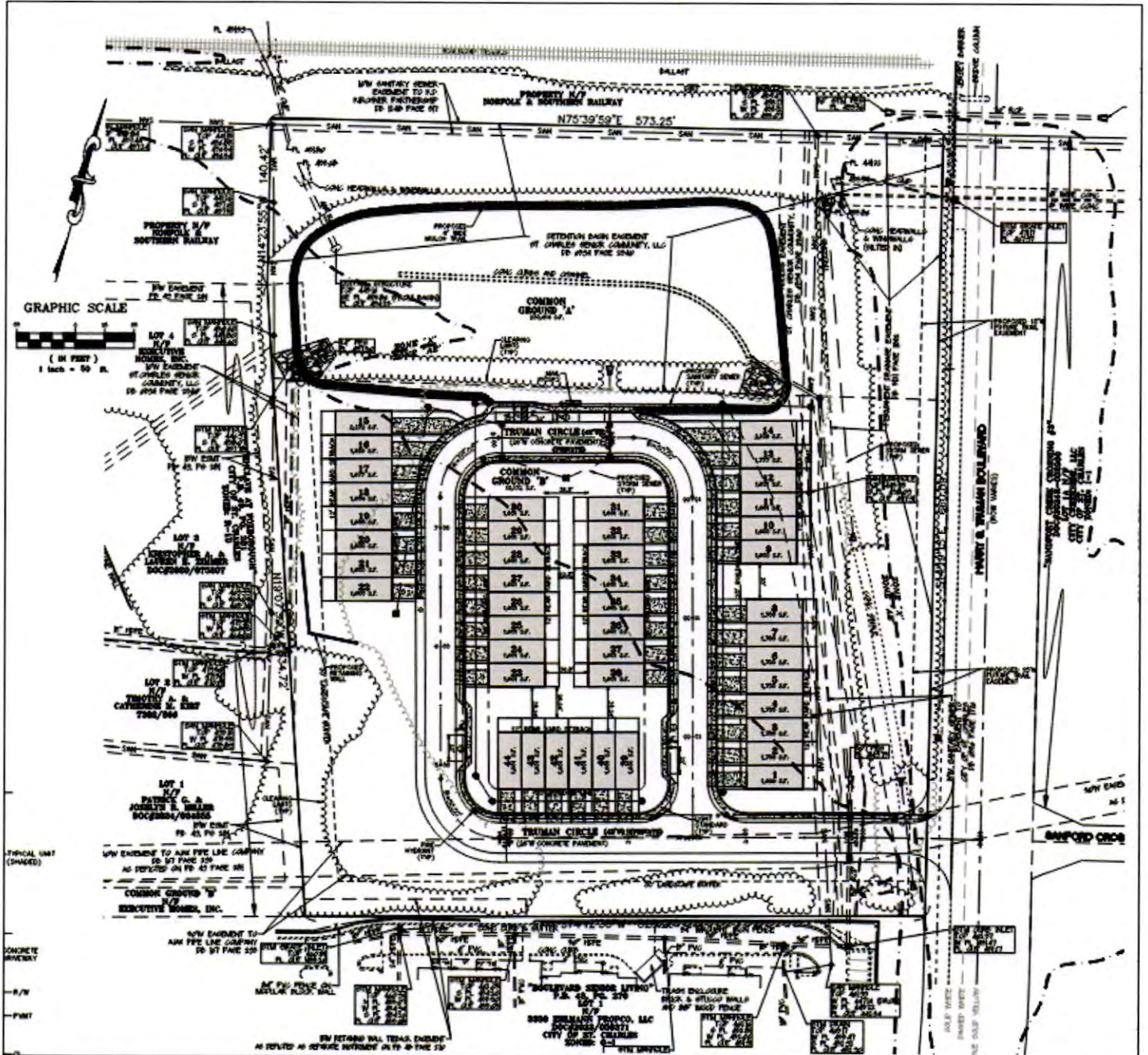


Figure 5: Submitted Site Plan.



Figure 6: Aerial view of subject property.



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

A tract of land being part of U.S. Survey 291, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a point on the West right-of-way line of Harry S. Truman Boulevard (width varies); said point being the Southeast corner of the tract herein described and the Northeast corner of Lot 1 of "Boulevard Senior Living", a subdivision according to the plat recorded in Plat Book 48, Page 270 of the St. Charles County, Missouri records; thence leaving said West right-of-way line and with the North line of aforesaid Lot 1, South 74 degrees 12 minutes 38 seconds West 528.25 feet to a point; said point being the Southeast corner of "Enclave at Foxborough", a subdivision according to the plat recorded in Plat Book 49, Page 281 of the St. Charles County, Missouri records; thence with the East line of said plat, North 19 degrees 07 minutes 32 seconds West 534.72 feet to a point being the Northeast corner of said Plat; said point also being on tract of land conveyed to Norfolk & Southern Railway, as shown on Wabash Railway right-of-way and track map, Sheet 12, dated June 30, 1919; thence with said Railway property lines, North 14 degrees 23 minutes 55 seconds West 140.42 feet to a point, thence North 75 degrees 39 minutes 59 seconds East 573.25 feet to a point on the aforesaid West right-of-way line of Harry S. Truman Boulevard; thence with the West right-of-way line, South 14 degrees 19 minutes 15 seconds East 660.09 feet to the Point of Beginning, containing 8.50 acres.

BAX ENGINEERING CO.
221 Point West Blvd.
St. Charles, MO 63301
(636) 928-5552 Fax: (636) 928-1718
www.baxengineering.com

Bill No. 14033

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT “I-1” LIGHT INDUSTRIAL DISTRICT AN APPROXIMATE 8.50 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WESTERN SIDE OF HARRY S. TRUMAN BOULEVARD AND APPROXIMATELY 465 FEET NORTH OF EHLMANN ROAD.

Whereas, T.R. Hughes submitted an application to the Community Development Department of the City of Saint Charles, Missouri to rezone an approximate 8.50 acre tract of land along Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road (the “Land”) and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its November 10, 2025, meeting and made a favorable recommendation (8 in favor, 0 opposed, 1 abstention) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An approximate 8.50 acre tract of land generally located on the western side of Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road is rezoned from St. Charles City Zoning District “I-1” Light Industrial District to St. Charles City Zoning District “R-3A” Multiple-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14033



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/18/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

A tract of land being part of U.S. Survey 291, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

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EXHIBIT A

RCA FORM (OFFICE USE ONLY)

Bill # 14034

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2025-15. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from "R-3A" Multiple Family Residential District to "PD-R" Planned Development – Residential. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant has submitted two (2) applications for a new residential development within the City of St. Charles. The first application (Z-2025-14) is a request to rezone approximately 8.5 acres from I-1 Light Industrial District to R-3A Multiple-Family Residential District. This rezoning request is intended to establish the underlying zoning for a new residential development. The second application (Z-2025-15) is a request to rezone the same 8.5 acres from the R-3A Multiple-Family Residential District to the PD-R Planned Development – Residential District with the intent of developing 44 townhome dwelling units. Associated with this request, a Preliminary Development Plan as required by the City's Planned District standards has been submitted for review and approval. The Planning and Zoning Commission held a public hearing on this item at their November 10, 2025 meeting where the applicant spoke and there were two (2) speakers from the public. One speaker was a neighbor with general questions on the proposal and the other was in opposition due to possible noise concerns from industrial properties in the vicinity. The Commission voted 8 in favor, 0 opposed and 1 abstention to forward the application to the City Council with a favorable recommendation with subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JTB Dept. Dir. JB F. ZT Finance Dir. Qao Dir. of Admin. 4

Z-2025-15 Recommended Conditions:

1. The applicant shall apply masonry on the frontage area adjacent to the garage doors (to the heights of the garage door) on all units.



AGENDA ITEM #8 & 9

**STAFF REPORT
REZONING CASE NO. Z-2025-14 & Z-2025-15
TRUMAN MEADOWS
NEW PLANNED DEVELOPMENT**

**NOVEMBER 11, 2025
BY MADELYN P. BROWN**

APPLICANT/OWNER: T.R. Hughes Homes
239 Fox Hill Road
St. Charles, MO 63301

ADDRESS/LOCATION: Located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road (Parcel ID # 6-0015-0291-00-0008.1000000)
Ward 6

ACREAGE: 8.5 Acres

EXISTING ZONING: I-1 Light Industrial District

REQUESTED ZONING: 1st: R-3A Multiple-Family Residential District (Z-2025-14)
2nd: PD-R Planned Development-Residential District (Z-2025-15)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	I-1 Light Industrial District	Industrial
South	O-I Office Institution District	Multiple-Family Residential
East	I-1 Light Industrial District	Industrial
West	R-1E Single-Family Residential District	Single-Family Dwellings

REQUEST

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Figure 1: Area zoning map.

The City’s Comprehensive Plan identifies fifteen (15) activity centers that evaluate proposed new land uses on the basis of their proximity to an activity center, rather than on a site-specific map. This land use philosophy bases land use decisions on the level of activity and density the proposed use can be expected to generate, its distance from the activity center, and its appropriateness to the proposed location. The subject property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The Harry S Truman corridor, which bridges the gap between the two activity centers, decreases in intensity from the north to the south. Higher intensity industrial and commercial uses are present north of the Norfolk Southern Railroad, while less intense, mixed-use commercial and residential are present to the south. Further discussion regarding the Comprehensive Plan is provided later in this report in reference to Z-2025-15.

The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property and staff would be supportive of this rezoning to R-3A Multi-Family Residential District.

ANALYSIS OF THE PRELIMINARY DEVELOPMENT PLAN (Z-2025-15)

Overview

The Applicant is proposing to rezone the subject property from R-3A (Z-2025-14) to PD-R Planned Development-Residential for a new, 44 unit single-family townhome development (Truman Meadows). Associated with this request, a Preliminary Development Plan has been submitted for review. The proposal depicts the establishment of residential lots for each townhome unit, common open space, walkways, landscape buffer, storm water detention areas and interior streets.

Land Uses

Per the PD standards, uses within the R-1C, R-1D, R-1E, R-2 and R-3A are permitted associated with a PD-R Planned Development-Residential request; however, only attached single-family residences in both six (6) - and eight (8)-unit attached configurations are proposed. If approved as submitted, no other uses would be permitted without an amendment to the request. Table 1, below, following page details the typical R-3A Multi-Family Residential District standards in comparison to those requested for this PD-R Planned Development.

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Min. Lot Depth	125 ft	80 ft
Max. Building Height	3 stories or 45 ft	N/A

Figure 1: R-3A standards vs proposed PD standards.

The R-3A District standards view a multi-family development as one under single ownership on one large parcel, such as a typical apartment complex, or a condominium-style development where units are subdivided synonymously with the unit footprint but all ground/land is part of a common ownership entity like a Home Owner's Association (HOA). This district does not provide for the product type where the units (in this case townhomes) are not part of one large parcel but are rather subdivided into individual lots. A Planned Development can achieve this style of development, such as the townhomes in the Oakleigh Park Addition at the southeast corner of the intersection of McClay Road and Hackman Road which were approved in 2022 and were also developed by in a similar style to those proposed as part of this application.

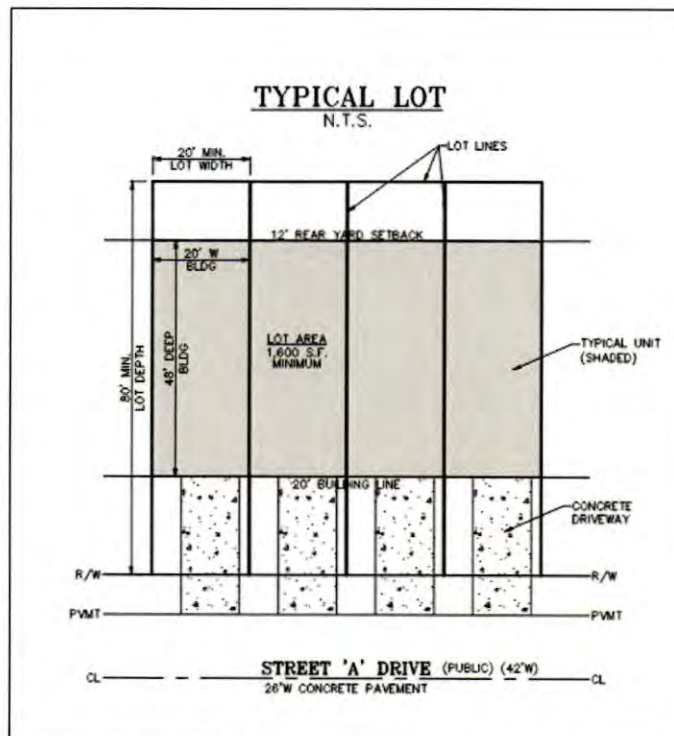


Figure 2: Typical lot detail.

Density

The PD-R zoning district regulations establish maximum densities per acre and the number of dwelling units based on the underlying district which is the proposed R-3A district. Based on the R-3A maximum density (18 units per acre), a total of 150 residential units could be permitted as part of this development. The submitted Preliminary Development Plan proposes a total of 44 units, with an overall density of 5.17 units per acre. While the proposed density is much lower than what is permitted within the R-3A district, the R-1 and R-2 districts would not permit a townhome-style development of this nature. As mentioned above, the proposed density is typical of this style of development and would be compatible as a transition from the nearby residential uses to the higher intensity commercial/industrial uses.

Architectural

The applicant has submitted elevation/façade examples for this development. Building materials include vertical and horizontal siding and architectural shingle roofs. Each unit will also have a one car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 3, on page 5.

While not required by code for single-family residential development (attached or detached), Staff would recommend some masonry be incorporated as a primary material or the street facing facade. The addition of masonry would assist in the proposed development meeting the purpose statement of PD to provide “promote a more desirable community environment”. Similar to the Oakleigh Park Addition (referenced above), which incorporates masonry as a primary building material, the inclusion of masonry elements would ensure architectural consistency with comparable developments within the City. If the Planning and Zoning Commission agrees, a condition has been proposed to by staff to reflect this recommendation. If the Commission does not believe masonry is appropriate, this condition may be removed.



Figure 3: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide private drive (Truman Circle) is proposed to access the townhome driveways, leading to the one-car garages and main entrances. The primary, and only entrance to subdivision is from the east side of the subject property, from Harry S. Truman Boulevard. The Fire Marshal has reviewed this plan and approves the proposed access. The City’s Engineering Department has also determined that a traffic study is not required or warranted. Additionally, the sight distance at the proposed access point has been reviewed and found to be compliant with City standards, as the Engineering Department has approved the design as proposed.

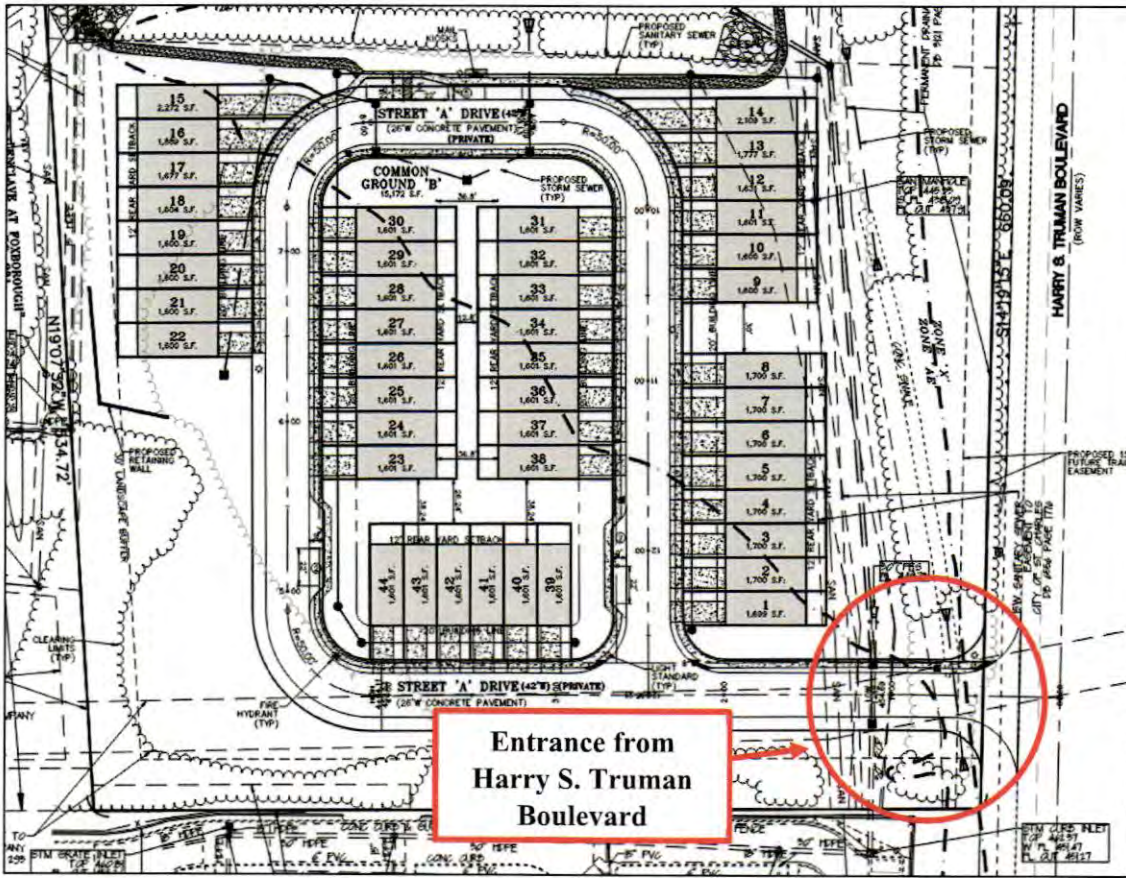


Figure 4: Proposed Access Point.

Open Space/Amenities/Landscaping

A total of 5.63 acres of common ground has been provided. The minimum amount required by code is 15% of the residential development area, or 1.275 acres. The developer will also incorporate a walking trail around the development as an added amenity for residents.

A condition of the City's PD-R Planned Development - Residential District requires that no more than half (1/2) of required open space be covered by water, flood plain, storm water detention/retention facilities or left in a natural state. A stormwater detention area is proposed at the northern portion of the site, and the required buffer area located along the perimeter of the property. The applicant has provided an exhibit detailing the proposed common ground/open space areas which is included in the packet and is compliant with Code requirements.

The submitted landscape plan depicts the required tree and bush plantings within the required landscape buffers. A total of 24 shade trees and 41 shrubs are proposed on site, in addition to the existing foliage. The location of the trees along the perimeter of the development will assist in buffering the development from adjacent residences and roadways. Additionally, a tree preservation plan will be submitted for review and compliance with Code requirements prior to approval of Improvement Plans. The City's Tree Preservation Ordinance requires either preservation or replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site. Per the submitted plan, there are 3.12 acres of existing trees with only 33% (1.03 acres) to be removed.

Buffering

This development proposal indicates that the residential density will be greater than the adjacent existing residential density to the west. Additionally, commercial uses/zoning is located to the north and east. In accordance with the PD-R Planned Development – Residential District standards, a 30 foot landscaped buffer is required along the perimeter of the development adjacent to the less dense residential area and commercial uses/zoning. The plan depicts the required buffer along the western, eastern and northern property boundary within common ground. This buffer is intended to mitigate the effect of the proposed residential development on the existing/established development. Additionally, the buffer will also help mitigate the effect of the nearby, existing commercial/industrial uses on future residents of the proposed development.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and city staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

As previously discussed within the analysis of application Z-2025-14, this property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The proposed development is in line with the surrounding development patterns and density shift south of the Norfolk Southern Rail Road. The Department of Community Development considers these rezoning requests to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with area land uses.

STAFF RECOMMENDATION

After review of the two requests (including the proposed preliminary development plan), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the rezoning requests and preliminary development plan are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these rezoning requests be forwarded to the City Council with a favorable recommendation, with the following conditions for Z-2025-15 (PD-R request):

1. The applicant shall work with City Staff to add masonry to the primary elevations of the proposed structures in a manner which is consistent with the PD purpose statement and other similar developments within the City.

Recommended Motion (Two Separate Motions):

1. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-14, as submitted by the applicant.
2. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-15, which also includes a new Preliminary Development Plan Truman Meadows, subject to the condition recommended by staff.

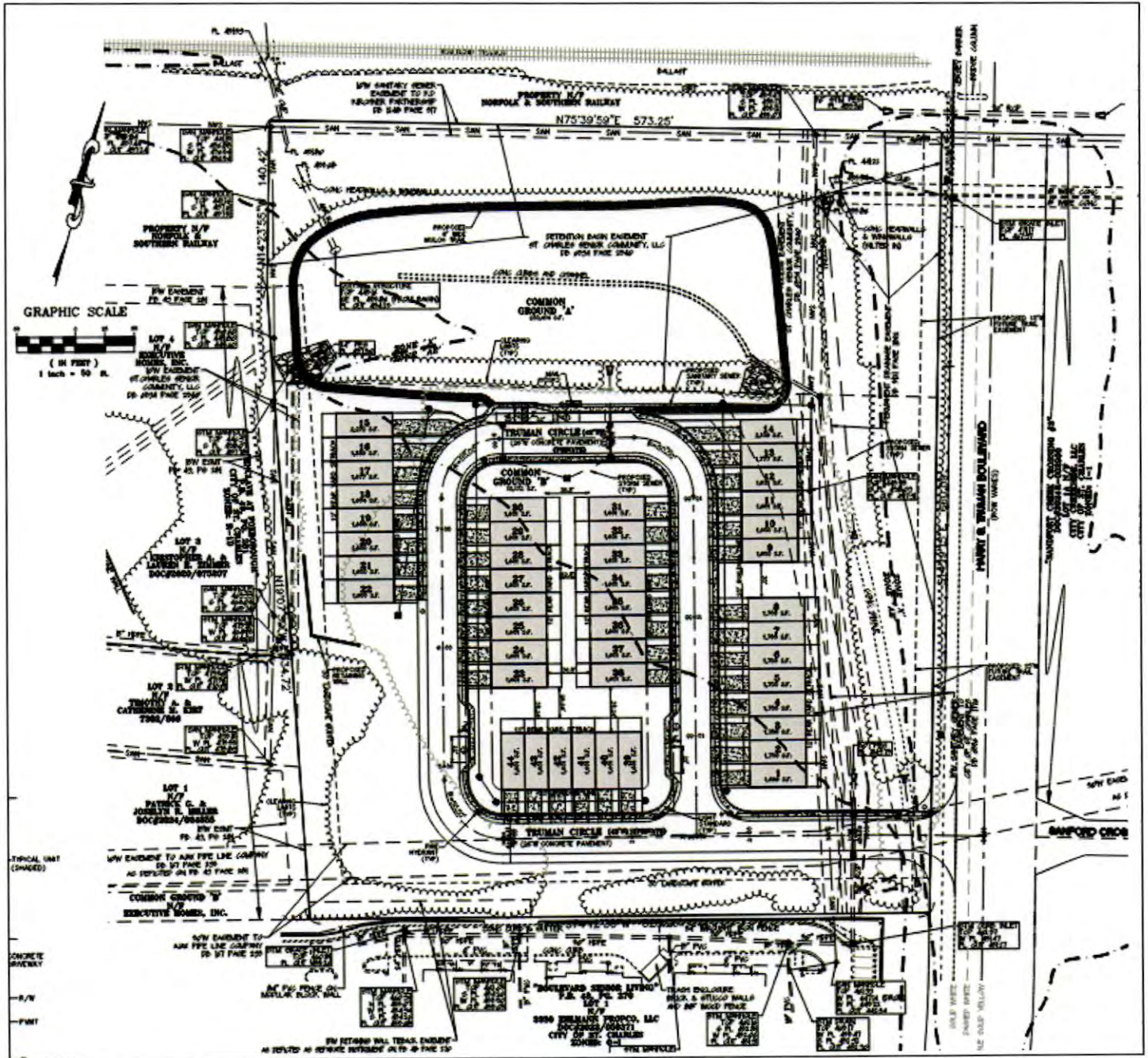


Figure 5: Submitted Site Plan.



Figure 6: Aerial view of subject property.



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

A tract of land being part of U.S. Survey 291, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a point on the West right-of-way line of Harry S. Truman Boulevard (width varies); said point being the Southeast corner of the tract herein described and the Northeast corner of Lot 1 of "Boulevard Senior Living", a subdivision according to the plat recorded in Plat Book 48, Page 270 of the St. Charles County, Missouri records; thence leaving said West right-of-way line and with the North line of aforesaid Lot 1, South 74 degrees 12 minutes 38 seconds West 528.25 feet to a point; said point being the Southeast corner of "Enclave at Foxborough", a subdivision according to the plat recorded in Plat Book 49, Page 281 of the St. Charles County, Missouri records; thence with the East line of said plat, North 19 degrees 07 minutes 32 seconds West 534.72 feet to a point being the Northeast corner of said Plat; said point also being on tract of land conveyed to Norfolk & Southern Railway, as shown on Wabash Railway right-of-way and track map, Sheet 12, dated June 30, 1919; thence with said Railway property lines, North 14 degrees 23 minutes 55 seconds West 140.42 feet to a point, thence North 75 degrees 39 minutes 59 seconds East 573.25 feet to a point on the aforesaid West right-of-way line of Harry S. Truman Boulevard; thence with the West right-of-way line, South 14 degrees 19 minutes 15 seconds East 660.09 feet to the Point of Beginning, containing 8.50 acres.

BAX ENGINEERING CO.
221 Point West Blvd.
St. Charles, MO 63301
(636) 928-5552 Fax: (636) 928-1718
www.baxengineering.com

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “PD-R” PLANNED DEVELOPMENT – RESIDENTIAL FROM ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 8.50 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WESTERN SIDE OF HARRY S. TRUMAN BOULEVARD AND APPROXIMATELY 465 FEET NORTH OF EHLMANN ROAD.

Whereas, T.R. Hughes Homes (hereinafter, the “Developer”) submitted an application to the Community Development Department of the City of Saint Charles, Missouri to: (i) rezone an approximate 8.50 acre tract of land along Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road (the “Land”) from “I-1” Light Industrial District to “R-3A” Multiple-Family Residential District, and then to rezone the Land from “R-3A” to “PD-R” Planned Development – Residential; and (ii) approve a Preliminary Development Plan for Truman Meadows, a subdivision (the “Application”); and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this Application at its November 10, 2025, meeting and made a favorable recommendation (8 in favor, 0 opposed, 1 abstention) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this Application; and

Whereas, citizens were provided an opportunity to speak on this Application at the Public Hearing.

Whereas, the Land was rezoned from “I-1” Light Industrial District to “R-3A” Multiple-Family Residential District by the City Council’s approval of Bill No. 14033, Ordinance No. 2025-____.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An approximate 8.50 acre tract of land generally located on the western side of Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road is rezoned from St. Charles City Zoning District “R-3A” Multiple-Family Residential District to St. Charles City Zoning District “PD-R” Planned Development – Residential. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. The Preliminary Development Plan for Truman Meadows substantially the same in form and content as attached hereto and identified as Exhibit B is approved with the following condition:

The applicant (Developer) shall apply masonry on the frontage area adjacent to the garage doors (to the heights of the garage door) on all units.

SECTION 3. In the event T.R. Hughes Homes, its successor or assigns, deviate materially from the Planned Development requirements specified in Sections 400.800 through 400.900 of the Code of Ordinances of the City of Saint Charles, Missouri, or the Preliminary Development Plan and does not obtain an amendment to those requirements or Plan, then the Preliminary Development Plan and all uses, terms and conditions thereof may be declared null and void by the City and the City Council may initiate actions to rezone the land to its original or other appropriate zoning district in accordance with the procedures and requirements of Sections 400.1010 to 400.1050 of the Code of Ordinances.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/18/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

sign

10-11-12



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

A tract of land being part of U.S. Survey 291, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a point on the West right-of-way line of Harry S. Truman Boulevard (width varies); said point being the Southeast corner of the tract herein described and the Northeast corner of Lot 1 of "Boulevard Senior Living", a subdivision according to the plat recorded in Plat Book 48, Page 270 of the St. Charles County, Missouri records; thence leaving said West right-of-way line and with the North line of aforesaid Lot 1, South 74 degrees 12 minutes 38 seconds West 528.25 feet to a point; said point being the Southeast corner of "Enclave at Foxborough", a subdivision according to the plat recorded in Plat Book 49, Page 281 of the St. Charles County, Missouri records; thence with the East line of said plat, North 19 degrees 07 minutes 32 seconds West 534.72 feet to a point being the Northeast corner of said Plat; said point also being on tract of land conveyed to Norfolk & Southern Railway, as shown on Wabash Railway right-of-way and track map, Sheet 12, dated June 30, 1919; thence with said Railway property lines, North 14 degrees 23 minutes 55 seconds West 140.42 feet to a point, thence North 75 degrees 39 minutes 59 seconds East 573.25 feet to a point on the aforesaid West right-of-way line of Harry S. Truman Boulevard; thence with the West right-of-way line, South 14 degrees 19 minutes 15 seconds East 660.09 feet to the Point of Beginning, containing 8.50 acres.

BAX ENGINEERING CO.
221 Point West Blvd.
St. Charles, MO 63301
(636) 928-5552 Fax: (636) 928-1718
www.baxengineering.com

EXHIBIT A

A PRELIMINARY DEVELOPMENT PLAN FOR TRUMAN MEADOWS

A TRACT OF LAND BEING
 PART OF U.S. SURVEY 291
 TOWNSHIP 47 NORTH, RANGE 4 EAST
 OF THE FIFTH PRINCIPAL MERIDIAN
 CITY OF ST. CHARLES,
 ST. CHARLES COUNTY, MISSOURI

- SHEET INDEX:**
- 1 COVER SHEET/SITE PLAN
 - 2 GRADING PLAN
 - 3 LANDSCAPE/LOT DETAIL PLAN

A PRELIMINARY DEVELOPMENT PLAN FOR
TRUMAN MEADOWS
 EHMANN ROAD
 CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301

PREPARED FOR:
 TR. HUGHES HOMES
 239 FOX HILL ROAD
 ST. CHARLES, MO 63301
 636-940-8300



231 First West Blvd.
 St. Charles, MO 63301
 636-928-6662
 FAX 636-1718

ENGINEERING SURVEYING

Box Engineering Company, Inc.
 Missouri State Certificate of Authority
 Surveyors #202144

10/28/2025 CITY COMMENTS

DISCLAIMER OF RESPONSIBILITY
 I hereby disclaim any responsibility for all other instruments relating to or parts of the architectural or engineering project or survey information herein authorized by any state.

Jeffrey B. Schmitt
 Civil Engineer
 2007030831

DATE: 10/08/2025
 PROJECT NUMBER: 02-11906FC
 FILE NAME: 11906FCpre.dwg
 CLM: JBS
 DESIGNED: JBS
 CHECKED: JBS

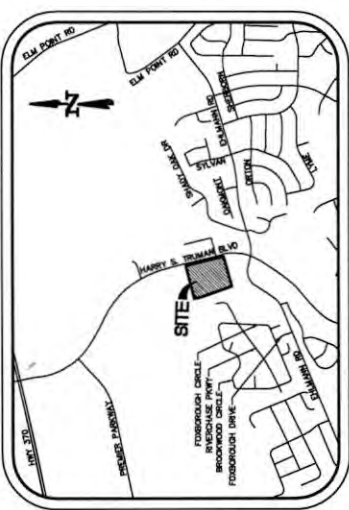
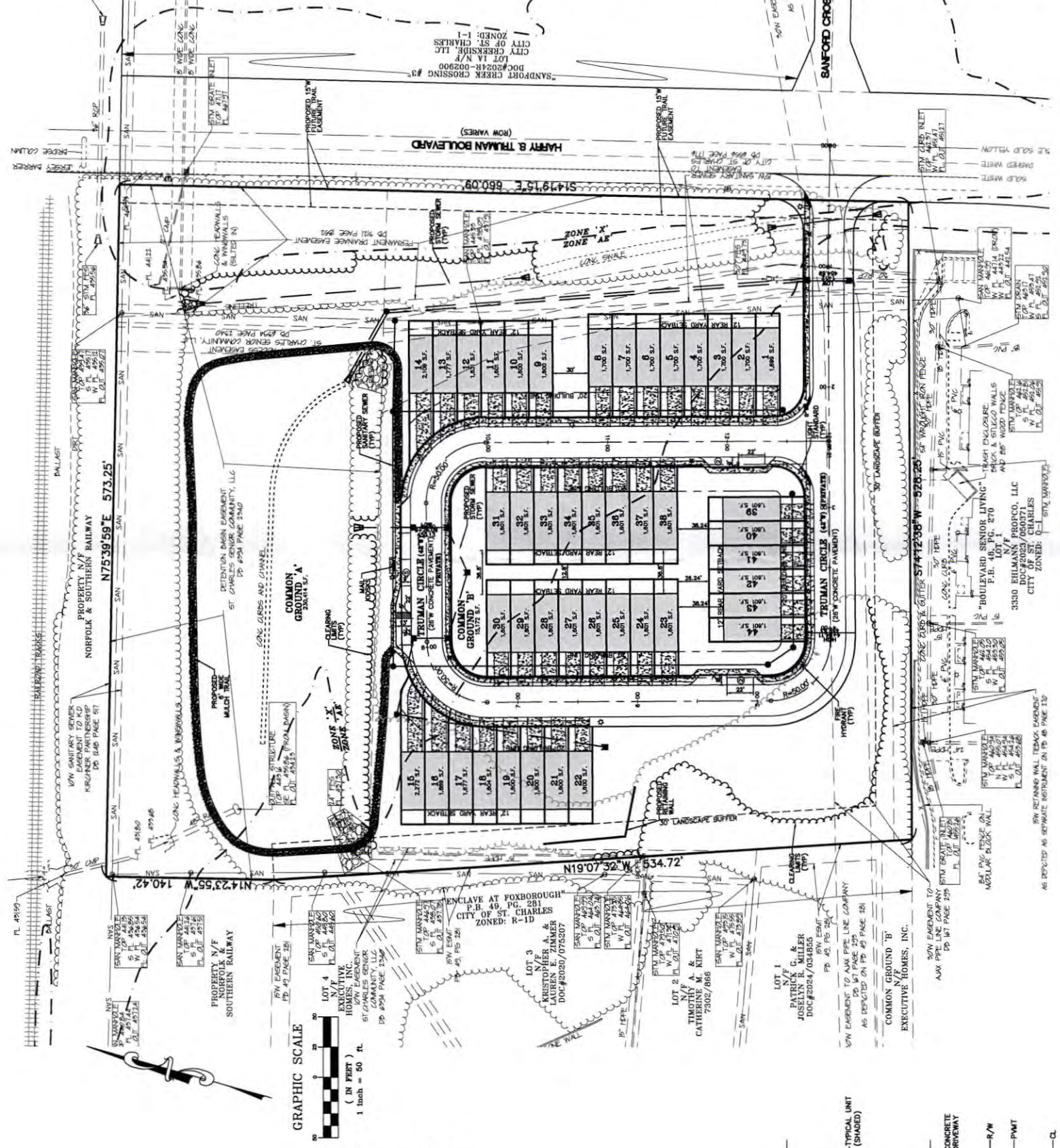
COVER SHEET/
 SITE PLAN

1 of 3

EXHIBIT B

DEVELOPMENT NOTES:

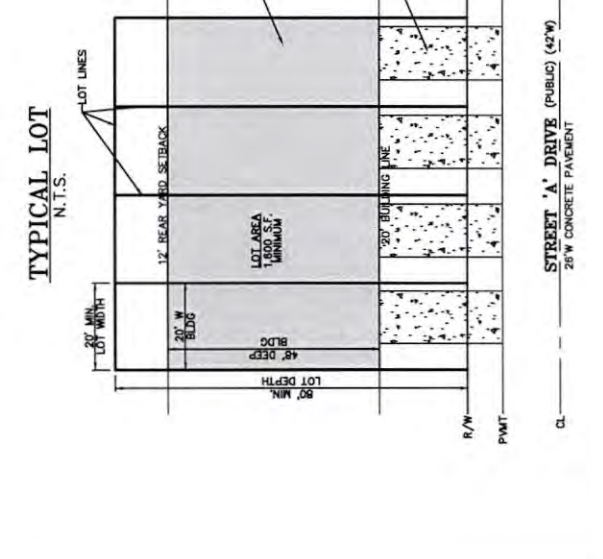
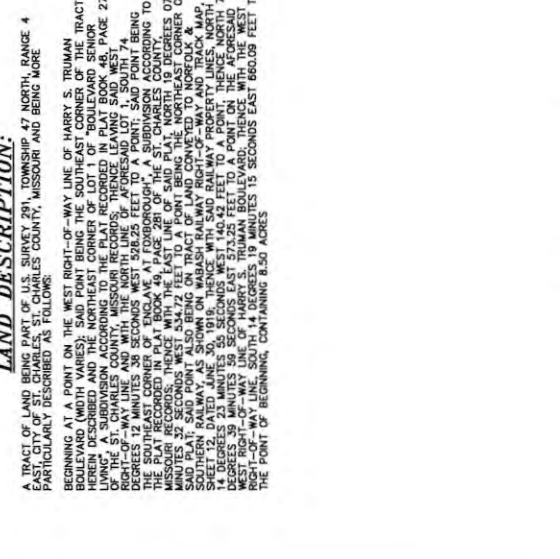
1. TOTAL GROSS AREA OF TRACT: 8.50 ACRES
2. EXISTING ZONING: I-1 - LIGHT INDUSTRIAL DISTRICT
3. PROPOSED ZONING: PD-R (M/R-3A UNDERLYING ZONING)
4. PROPOSED UNITS: 44 UNITS
5. CURRENT OWNER: THE CROSSING, LLC
 239 FOX HILL ROAD
 ST. CHARLES, MO 63301
6. DEVELOPER: THE CROSSING, LLC
 239 FOX HILL ROAD
 ST. CHARLES, MO 63301
7. THIS PROPERTY IS SERVED BY THE FOLLOWING UTILITY COMPANIES:
 ELECTRIC: SMO
 GAS: SMO
 WATER: SMO
 SEWER: SMO
 CITY OF ST. CHARLES SANITARY
 CITY OF ST. CHARLES WATER
 CITY OF ST. CHARLES FIRE PROTECTION
 ST. CHARLES SCHOOL DISTRICT
 636-443-4000
8. R-3A ZONING SETBACK REQUIREMENTS:
 SIDE YARD: 20'
 REAR YARD: 25'
 MINIMUM DISTANCE (HORIZ) BETWEEN BLDGS = 30'
 MINIMUM LOT WIDTH = 75'
 MINIMUM STREET FRONTAGE = 25'
 MINIMUM LOT AREA = 10,000 SF.
 MAXIMUM BUILDING HEIGHT = 3 STORIES OR 45'
 MAXIMUM LOT COVERAGE = 40%
 DENSITY = NOT TO EXCEED 18 UNITS/ACRES
 BUFFER YARD = 30' (AGAINST LARGER RESIDENTIAL)
 POND HIGHWATER SETBACK = 30'
9. REQUESTED DEVIATIONS:
 FRONT YARD = 20'
 SIDE YARD = 0'
 REAR YARD = 12'
 MINIMUM LOT WIDTH = 20'
 MINIMUM LOT AREA = 1600 SF.
 MINIMUM LOT DEPTH = 60'
 MAXIMUM LOT COVERAGE = 60%
 MINIMUM STREET FRONTAGE = 20'
10. ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ST. CHARLES COUNTY, DATED JANUARY 20, 2016, THIS TRACT LIES PARTIALLY WITHIN ZONE X (OTHER AREAS) DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, WITH BASE FLOOD ELEVATIONS DETERMINED.
11. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL SHOWN UTILITIES AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION IMPROVEMENTS.
12. ALL PROPOSED UTILITIES SHALL BE LOCATED UNDERGROUND.
13. EASEMENTS WILL BE PROVIDED ON RECORD PLAT.
14. MINIMUM LOT AREA PROPOSED = 1,600 SF. OR 0.036 ACRES
15. AVERAGE LOT AREA = 1,659 SF. OR 0.038 ACRES
16. COMMON GROUND AREA = 245,586 SF. OR 5.63 ACRES
17. NET ACREAGE: 8.50 ACRES - 1.18 ACRES (ROW AREA) = 7.32 ACRES
18. DENSITY CALC:
 RESIDENTIAL DENSITY SHALL NOT EXCEED 18 UNITS/ACRE
 44 UNITS / 8.50 ACRES = 5.17 UNITS/ACRE
19. COMMON OPEN SPACE REQUIREMENT:
 1% OF THE GROSS AREA OR 85 PERCENT OF THE COMMON GROUND AREA
 8.50 ACRES X 1% = 0.085 ACRES
 44 LOTS X 2.5 PERSONS = 110/100 = 1.1 ACRES
 1.275 ACRES REQUIRED; 5.63 ACRES PROVIDED
20. LANDSCAPE BUFFERS REQUIREMENTS:
 1. TREE PER 30 LINEAL FEET OF FRONTAGE ALONG THE ADJACENT RESIDENTIAL DISTRICT. (SHRUBS ALSO REQUIRED)
 5.34' / 30' LF. = 17.8 - 18 TREES REQUIRED
 20 TREES PROVIDED, PLUS 15 TREES PROVIDED (ALSO EX. TREES TO BE RETAINED ALONG BUFFER)
21. SOUTH PROPERTY LINE:
 TREE PER 30 LINEAL FEET OF FRONTAGE ALONG THE ADJACENT COMMON GROUND. (SHRUBS ALSO REQUIRED)
 5.34' / 30' LF. = 17.8 - 18 TREES REQUIRED
 20 TREES PROVIDED, PLUS 15 TREES PROVIDED (ALSO EX. TREES TO BE RETAINED ALONG BUFFER)
22. TREE PRESERVATION: 1.2 ACRES
 TREES REMOVED = 1.14 ACRES (56%)
 TREES TO REMAIN = 1.96 ACRES
23. UNITS/LOTS WILL BE SERVED BY CITY OF ST. CHARLES WATER.
24. UNITS/LOTS WILL BE SERVED BY CITY OF ST. CHARLES SEWER.
25. EXISTING DETENTION PROVIDED.



LAND DESCRIPTION:

A TRACT OF LAND BEING PART OF U.S. SURVEY 291, TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF HARRY S. TRUMAN BOULEVARD (WITH VARIES); SAID POINT BEING THE SOUTHWEST CORNER OF THE TRACT LIVING "A" SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 48, PAGE 270 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE LEAVING SAID POINT, DEGREES 12 MINUTES 28 SECONDS WEST 528.25 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF ENCLAVE "A" (FOXBOROUGH); A SUBDIVISION ACCORDING TO MISSOURI RECORDS; THENCE WITH THE EAST LINE OF SAID PLAT, NORTH 19 DEGREES 07 MINUTES 59 SECONDS WEST 528.25 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF ENCLAVE "B" (FOXBOROUGH); A SUBDIVISION ACCORDING TO MISSOURI RECORDS; THENCE WITH THE EAST LINE OF SAID PLAT, NORTH 19 DEGREES 07 MINUTES 59 SECONDS WEST 528.25 FEET TO A POINT; THENCE NORTH 75 DEGREES 39 MINUTES 59 SECONDS EAST 573.25 FEET TO A POINT ON THE ADJACENT RIGHT-OF-WAY LINE, SOUTH 14 DEGREES 19 MINUTES 15 SECONDS EAST 860.08 FEET TO THE POINT OF BEGINNING, CONTAINING 8.50 ACRES





**ENGINEERING
 PLANNING
 SURVEYING**

221 Point West Blvd.
 St. Charles, MO 63301
 636-928-5659
 FAX 636-1718

Box Engineering Company, Inc.
 Missouri State License # 000365
 Missouri State Certificate of Authority
 Surveyor # 202144

10/28/23	CITY COMMENTS

DISCLAIMER OF RESPONSIBILITY
 I hereby disclaim any liability for any errors, omissions, drawings or other documents or instruments relating to any part or parts of the architectural or engineering project or survey information herein submitted by my seal.

10/08/2025
 DATE

02-11906FC
 PROJECT NUMBER

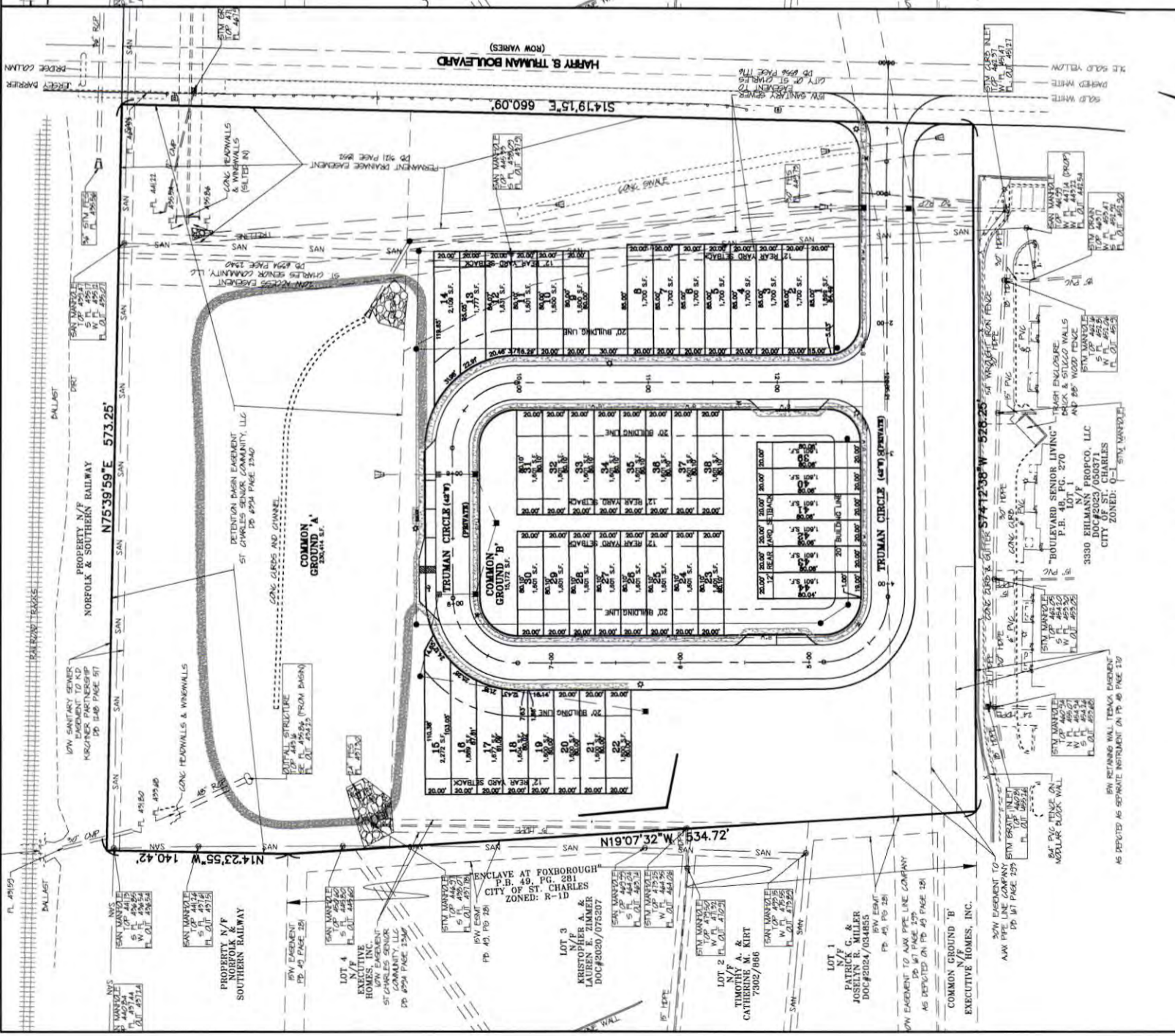
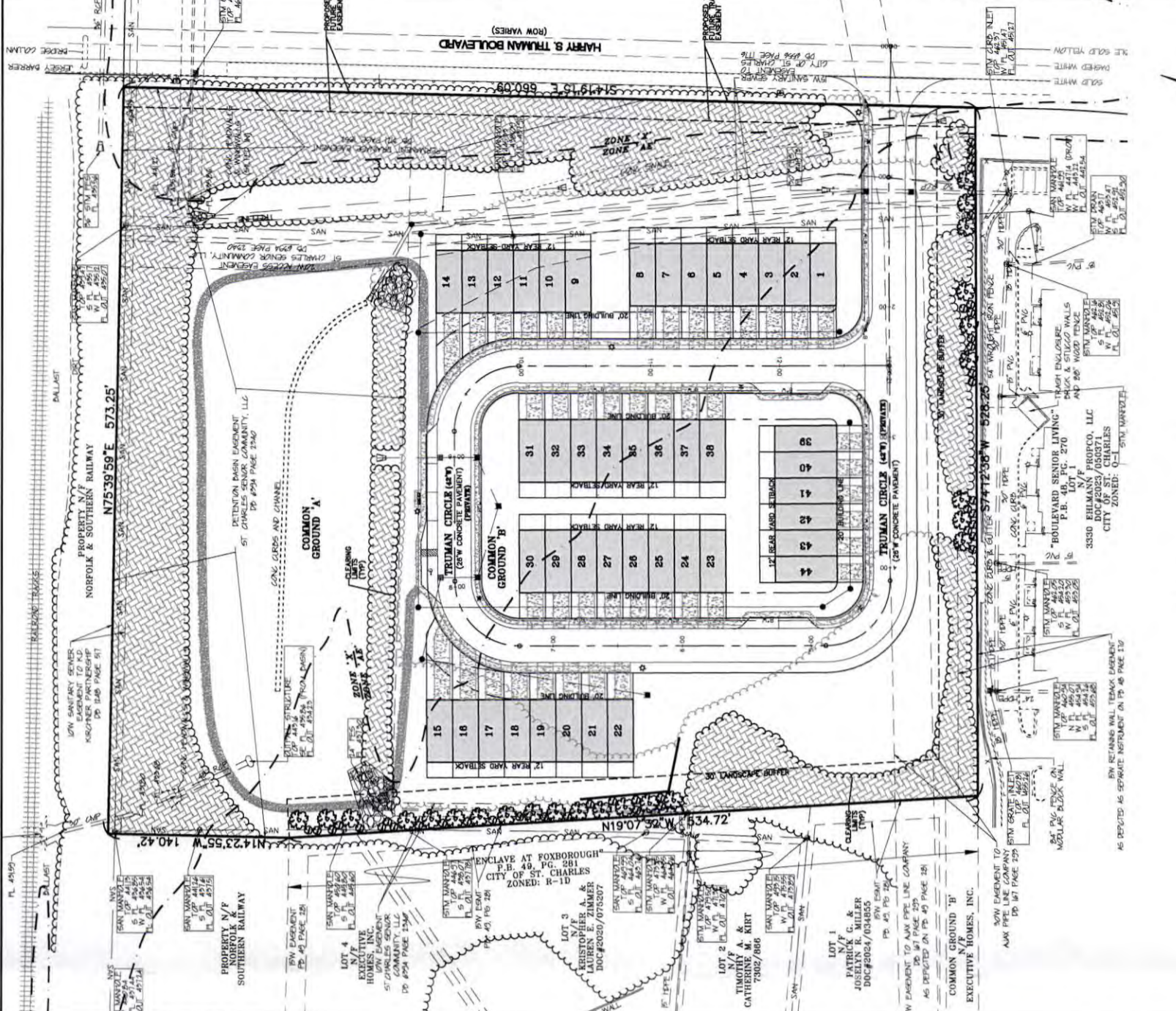
11906FCdptg.dwg
 FILE NAME

CLM
 JMBP
 JBS
 DESIGNED CHECKED

Jeffrey B. Smith
 Civil Engineer
 2007030831

LANDSCAPE/
 LOT DETAIL
 PLAN

3 of 3







RCA FORM (OFFICE USE ONLY)

Bill # 14035

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Mark Hollander

Description:

Case No. Z-2025-16. (Bax Engineering) An application to rezone a 0.53 acre (more or less) tract of land located at 207 Reservoir Avenue from "R-1E/EHP" Single-Family Residential District within the Extended Historic Preservation District to "HCD/EHP" Historic Commercial District within the Extended Historic Preservation District for the proposed expansion of an existing Winery, Meeting Facility, and Liquor Sales use. The property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received two (2) requests from the applicant related to the property at 207 Reservoir Avenue; a rezoning request (Z-2025-16) and a amended conditional use permit (CU-2025-25 also on this agenda). This report will address the rezoning request. Since their previous approvals (Z-2023-16 & CU-2023-32) for the initial phases of The Wine Garden renovation, the applicant has continued construction on the main facility; however, the business has not yet opened and remains under construction. Recently, Planning Staff became aware that the property owner had initiated site improvements at the adjacent property of 1219 S. Main Street, including additional paving that encroached upon the subject property which were not included on previous approval. The rezoning and CUP amendment are now requested to align the limits of the project with the improvements already initiated and to allow the required Site Plan review by the Landmarks Board, which is scheduled for November 17, 2025. The Planning and Zoning Commission held a public hearing on this item at their November 10, 2025 meeting where the applicant spoke and there were no speakers from the public. The Commission voted 9 in favor, 0 opposed to forward the application to the City Council with a favorable recommendation.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEMS #10 & 11

**STAFF REPORT
REZONING NO. Z-2025-16
CONDITIONAL USE NO. CU-2025-25**

207 RESERVOIR AVENUE

**NOVEMBER 10, 2025
BY LARA BERRY**

<i>APPLICANT/OWNER:</i>	Wine Garden, LLC John Donnelly, Mike Caples & Ryan Smith 1980 Graystone Drive St. Charles, Missouri 63303
<i>APPLICANT/ENGINEER:</i>	Bax Engineering Bryan Fortner 221 Point West Blvd. St. Charles, Missouri 63301
<i>ADDRESS/LOCATION:</i>	207 Reservoir Avenue Ward 2
<i>PROPOSED ACREAGE:</i>	2.65 acres
<i>CURRENT ZONING:</i>	R-1E/EHP Single-Family Residential District within the Extended Historic Preservation District
<i>PROPOSED ZONING:</i>	HCD/EHP Historic Commercial District within the Extended Historic Preservation District
<i>LAND USE:</i>	Expansion of Existing Meeting Facility, Winery and Liquor Sales

REQUEST

The City has received two (2) requests from the Wine Garden, LLC related to the property at 207 Reservoir Avenue:

1. A request to rezone 207 Reservoir Avenue from “R-1E” Single-Family Residential District to “HCD” Historic Commercial District. The property will remain in the “EHP” Extended Historic Preservation District.
2. An amendment to the existing Conditional Use Permit (CUP) to expand the approved meeting facility, winery, and liquor sales area to include this portion of the site.

Project History/Timeline

- April 2023: A Conditional Use Permit (CU-2023-32) was approved for The Wine Garden located at 1219 S. Main Street to operate a Meeting Facility, Winery, and to allow for Liquor Sales associated with those uses.
- December 2023: The City approved a Rezoning (Z-2023-16) of a portion of 207 Reservoir Ave. to meet required setbacks and amended the Conditional Use and create additional on-site parking, accessory to uses.
- 2024-2025: Construction continued on the primary building and terraces and the business remains closed during renovation.
- Fall 2025: Staff identifies unapproved paving and site work on 207 Reservoir Avenue and a Stop Work Order is issued; owner halted work immediately.
- November 10, 2025 (Current): Owner requested a rezoning and CUP amendment to align the expansion with their previous approvals.
- November 17, 2025 (Projected): Landmarks Board consideration of the updated Site Plan, including design and corrections to the previously installed improvements.

REZONING ANALYSIS

207 Reservoir Avenue is currently zoned “R-1E/EHP” Single-Family Residential within the Extended Historic Preservation District. The applicant requests rezoning to “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District, consistent with the existing use on the adjoining parcel associated with The Wine Garden. The rezoning would allow the subject property to be formally incorporated into the site and reviewed under the HCD zoning standards applicable to the broader project area.

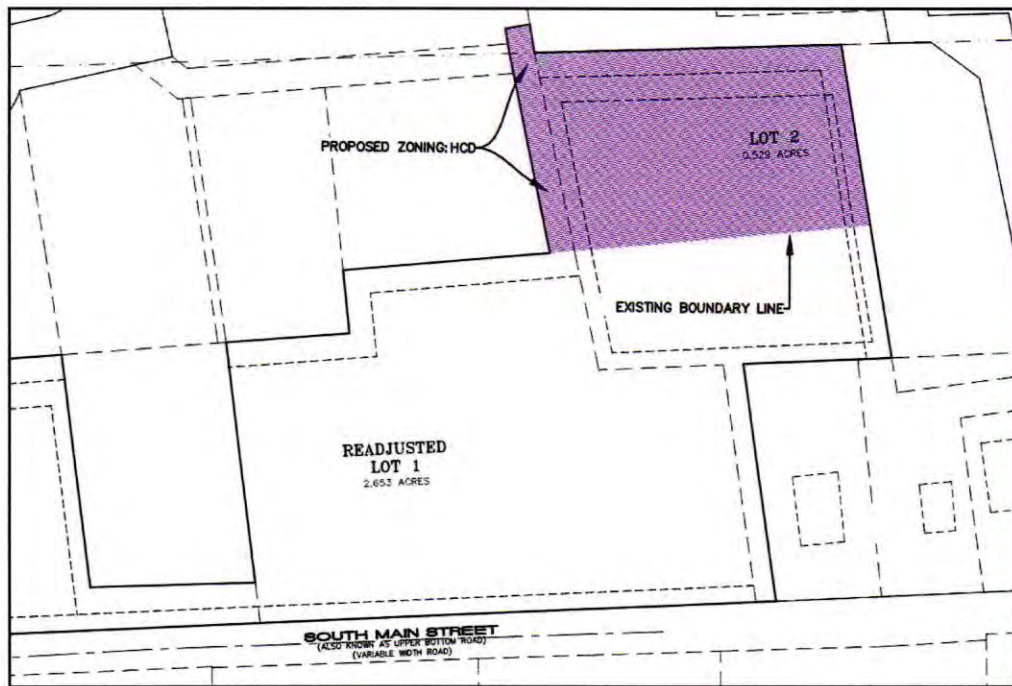


Figure 2: Illustration of the proposed rezoning.

The proposed rezoning will not introduce new buildings at this time; rather, it legalizes the extended boundary of the operational area while preserving the remaining portion of the site as open space. The current proposal retains the entire area west of the retaining wall as undeveloped open space functioning as a buffer between the commercial use and the adjacent residential properties to the west. This area exceeds the minimum required fifteen (15) foot greenbelt buffer established by City Code (by approximately 75 feet) and will include landscaping and screening elements consistent with Code and Landmarks guidelines.

While this application and the proposed Site Plan (currently under review for the November 17, 2025 Landmarks Board meeting) **does not** include any additional buildings, the applicant is still considering this for a future Phase 3. **However, any further requests regarding the expansion for Phase 3 (the planned buffer area associated with this proposal) would require additional review by the Landmarks Board and potentially the Planning and Zoning Commission/City Council.**

Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either continuous visual screening from landscaping or a sight-proof fence. As depicted in Figure 3 below, there is an existing privacy fence along the property line, installed by the adjacent properties. The applicant is proposing additional plantings for this hillside to provide additional screening.



Figure 3: Existing conditions of the subject property.

As noted, the remaining area west of the retaining wall will serve as a buffer in lieu of the previously contemplated Phase 2 structure. Any future desire to develop this remaining land would require its own review by both the Landmarks Board and the Planning & Zoning Commission/City Council.

Staff believes the rezoning is appropriate given the established commercial use pattern of the corridor, the extensive buffering from residential properties, and the integration of this parcel into the previously approved project scope.

CONDITIONAL USE ANALYSIS

City Code requires a Conditional Use Permit for meeting facilities, wineries, and any use requiring a liquor license. The applicant's original Conditional Use was approved in 2023 but applied only to the footprint and use area under consideration, at that time. Because the project's limits have expanded, the approval is sought to be amended to ensure that the use remains consistent with all conditions originally established.

The requested amendment does not propose additional buildings and does not alter the operational characteristics of the approved uses. Instead, the extension of the use area simply reflects the inclusion of additional land into the functional site after the applicant expanded improvements beyond the prior approvals. The business plan remains materially consistent with the approved operational limits, hours, and performance standards.

Based on the materials submitted and the site context, Staff finds the expansion of the Conditional Use to be compatible with the surrounding area and consistent with the intent of the 2023 approval.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

This property is located within Activity Center #6 (Historic Downtown). The proposed Rezoning and Conditional Use maintain the planned land-use relationships within the activity center and ensure compatibility through the preservation of a generous buffer to protect the residential properties to the west. Staff finds the proposal consistent with the Comprehensive Plan policies regarding compatible transitions between commercial activity and residential areas and compatible with its broader surroundings and neighboring uses along the Main Street corridor.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic

if not located and/or conditioned properly. The current Ordinance states that a Meeting Facility, Winery or any use which requires a Liquor License can be acceptable with conditions. Staff believes the proposal as submitted for these uses and with limited times of day is in line with the spirit and intent of the ordinance

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

Based upon a review of the proposal, this business, if conditioned and operated properly should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city.

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

Staff believes a meeting facility and with liquor sales with limited hours can be compatible within its commercial and residential surroundings and should not produce negative effects to neighboring properties or the neighborhood. Staff believes this use if conditioned properly can operate in a manner that is consistent with the area.

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

Staff believes this property and use can be adequately served by facilities, utilities, and service. Based on the information provided above and if conditioned appropriately, staff does not believe there is information indicating this use would be a burden on services.

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

After review of the proposal as submitted, and the above standards for evaluating Conditional Uses, staff believes the proposed use and conditions proposed would prevent any potential adverse impacts on the adjacent residential properties due to the extensive buffer area and limited hours of operation. The public benefits (renovation of a historic commercial space, tourism activity, and investment in the Main Street corridor) outweigh any potential impacts when conditioned appropriately.

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

STAFF RECOMMENDATION

Since this report provides analysis and recommendation on the Rezoning and Conditional Uses, two (2) separate recommendations and motions have been provided:

Rezoning (Z-2025-16)

After review of the rezoning requests, the City's Zoning Ordinance, Comprehensive Plan (located within Activity Center #6), and the surrounding development patterns, staff believes the requested rezoning is appropriate and is compatible with the location. The Department of Community Development recommends that the rezoning request be forwarded to the City Council with a **favorable** recommendation.

Conditional Use Permit (CU-2025-25)

Staff believes this expansion of the previously approved conditional use can operate in conformance with City requirements, is compatible with surrounding land uses, complies with the Comprehensive Plan of the City of St. Charles, and remains consistent with the intent of the 2023 approval.

Staff recommends **approval** of the proposed expansion of the conditional use for a liquor sales associated with a meeting facility and winery, subject to the following conditions:

1. By approving this Conditional Use Permit, the previous approval (CU-2023-32) becomes null and void, unless that zoning request (Z-2025-16) is not approved, then the previous Conditional Use shall remain in affect
2. This Conditional Use Permit is contingent upon the approval of rezoning request Z-2025-16. If Z-2025-16 is not approved, this Conditional Use Shall become null and void.
3. The applicant shall complete a Boundary Adjustment Plat for the consolidation of 207 Reservoir Avenue and 1219 S. Main Street.
4. This Conditional Use Permit for liquor sales associated with a winery and meeting facility is issued to the applicants (John Donnelly, Mike Caples & Ryan Smith) and business (Wine Garden LLC) only subject property as described in the submittal and is not transferable to another location and/or applicant/tenant/business.
5. Approval of this Conditional Use Permit is not approval of a liquor license.
6. Liquor sales shall not occur independently of the primary business uses and shall only be accessory to the operation of the winery and meeting facility.
7. The hours of operation are Monday – Tuesday for private parties only and Wednesday – Sunday from 11:00am – 11:00pm for public use and all other events.
8. This use is limited to the description provided by the applicant (attached) and the description found in the staff report. Any change to the submitted proposal, including but not limited to live music, expansion of the outdoor space, reduction in kitchen/food service hours, reduction in menu, etc. may require additional City review and approval.
9. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
10. Non-compliance with other building codes, property maintenance codes, fire codes, liquor license codes, or conditions of this approval is grounds for revocation of the conditional

use approval.

Recommended Motions:

1. Motion to forward the rezoning request Z-2025-16 to the City Council with a favorable recommendation.
2. Motion to forward the amended Conditional Use Permit application CU-2025-25 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 4: Aerial Photo of the Subject Sites.

Bill No. 14035

Ordinance No. _____

Sponsor: Mark Hollander

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "HCD/EHP" HISTORIC COMMERCIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT "R-1E/EHP" SINGLE-FAMILY RESIDENTIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT A 0.53 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 207 RESERVOIR AVENUE.

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

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its November 10, 2025 meeting and made a favorable recommendation (9 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 0.53 acre (more or less) tract of land located at 207 Reservoir Avenue is rezoned from St. Charles City Zoning District "R-1E/EHP" Single-Family Residential District within the Extended Historic Preservation District to St. Charles City Zoning District "HCD/EHP" Historic Commercial District within the Extended Historic Preservation District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14035



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/18/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

Legal Description

Lot 2 of HALLS SUB BDRY ADJ OF ADJ LOT 1 & LOT 1 BLK 1 OF EVANS SURVEY

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. CU-2025-25. (Wine Garden) An application to expand an existing Conditional Use Permit per §400.200(C)(1)(b) for a Meeting Facility, §400.200(C)(1)(d) for a Winery and §400.200(C)(1)(i) for Liquor Sales for the expansion of these uses within the proposed "HCD/EHP" Historic Commercial District within the Extended Historic Preservation District located at 207 Reservoir Ave. The expansion will bring the total adjusted site to 3.18 ac (mol).

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application is for the expansion of an existing Conditional Use Permit for a meeting facility, winery and liquor sales associated with those uses expanding onto 207 Reservoir Avenue (The Wine Garden at 1219 S. Main Street). The applicant's original Conditional Use (CU-2023-32) was approved in 2023 but applied only to the footprint and use area under consideration at that time. Because the project's limits have expanded beyond the original 2.65 acres to a total of 3.18 acres, the approval is sought to be amended to ensure that the use remains consistent with all conditions originally established. Associated with this request is a rezoning application (Z-2025-16) for 0.53 acre expansion. While the Public Hearing is expected to occur at the Dec. 2, 2025 Council meeting, the vote for the Conditional Use must be held over until the Dec. 16, 2025 Council meeting, pending Council approval of the rezoning request.

The Planning and Zoning Commission considered this item at their November 10, 2025 meeting where the applicant spoke and there were no speakers from the public on this application. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed) with the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Case No. CU-2025-25 Recommended Conditions:

1. By approving this Conditional Use Permit, the previous approval (CU-2023-32) becomes null and void, unless that zoning request (Z-2025-16) is not approved, then the previous Conditional Use shall remain in affect
2. This Conditional Use Permit is contingent upon the approval of rezoning request Z-2025-16. If Z-2025-16 is not approved, this Conditional Use Shall become null and void.
3. The applicant shall complete a Boundary Adjustment Plat for the consolidation of 207 Reservoir Avenue and 1219 S. Main Street.
4. This Conditional Use Permit for liquor sales associated with a winery and meeting facility is issued to the applicants (John Donnelly, Mike Caples & Ryan Smith) and business (Wine Garden LLC) only subject property as described in the submittal and is not transferable to another location and/or applicant/tenant/business.
5. Approval of this Conditional Use Permit is not approval of a liquor license.
6. Liquor sales shall not occur independently of the primary business uses and shall only be accessory to the operation of the winery and meeting facility.
7. The hours of operation are Monday – Tuesday for private parties only and Wednesday – Sunday from 11:00am – 11:00pm for public use and all other events.
8. This use is limited to the description provided by the applicant (attached) and the description found in the staff report. Any change to the submitted proposal, including but not limited to live music, expansion of the outdoor space, reduction in kitchen/food service hours, reduction in menu, etc. may require additional City review and approval.
9. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
10. Non-compliance with other building codes, property maintenance codes, fire codes, liquor license codes, or conditions of this approval is grounds for revocation of the conditional use approval.



AGENDA ITEMS #10 & 11

**STAFF REPORT
REZONING NO. Z-2025-16
CONDITIONAL USE NO. CU-2025-25**

207 RESERVOIR AVENUE

**NOVEMBER 10, 2025
BY LARA BERRY**

<i>APPLICANT/OWNER:</i>	Wine Garden, LLC John Donnelly, Mike Caples & Ryan Smith 1980 Graystone Drive St. Charles, Missouri 63303
<i>APPLICANT/ENGINEER:</i>	Bax Engineering Bryan Fortner 221 Point West Blvd. St. Charles, Missouri 63301
<i>ADDRESS/LOCATION:</i>	207 Reservoir Avenue Ward 2
<i>PROPOSED ACREAGE:</i>	2.65 acres
<i>CURRENT ZONING:</i>	R-1E/EHP Single-Family Residential District within the Extended Historic Preservation District
<i>PROPOSED ZONING:</i>	HCD/EHP Historic Commercial District within the Extended Historic Preservation District
<i>LAND USE:</i>	Expansion of Existing Meeting Facility, Winery and Liquor Sales

REQUEST

The City has received two (2) requests from the Wine Garden, LLC related to the property at 207 Reservoir Avenue:

1. A request to rezone 207 Reservoir Avenue from “R-1E” Single-Family Residential District to “HCD” Historic Commercial District. The property will remain in the “EHP” Extended Historic Preservation District.
2. An amendment to the existing Conditional Use Permit (CUP) to expand the approved meeting facility, winery, and liquor sales area to include this portion of the site.

Project History/Timeline

- April 2023: A Conditional Use Permit (CU-2023-32) was approved for The Wine Garden located at 1219 S. Main Street to operate a Meeting Facility, Winery, and to allow for Liquor Sales associated with those uses.
- December 2023: The City approved a Rezoning (Z-2023-16) of a portion of 207 Reservoir Ave. to meet required setbacks and amended the Conditional Use and create additional on-site parking, accessory to uses.
- 2024-2025: Construction continued on the primary building and terraces and the business remains closed during renovation.
- Fall 2025: Staff identifies unapproved paving and site work on 207 Reservoir Avenue and a Stop Work Order is issued; owner halted work immediately.
- November 10, 2025 (Current): Owner requested a rezoning and CUP amendment to align the expansion with their previous approvals.
- November 17, 2025 (Projected): Landmarks Board consideration of the updated Site Plan, including design and corrections to the previously installed improvements.

REZONING ANALYSIS

207 Reservoir Avenue is currently zoned “R-1E/EHP” Single-Family Residential within the Extended Historic Preservation District. The applicant requests rezoning to “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District, consistent with the existing use on the adjoining parcel associated with The Wine Garden. The rezoning would allow the subject property to be formally incorporated into the site and reviewed under the HCD zoning standards applicable to the broader project area.

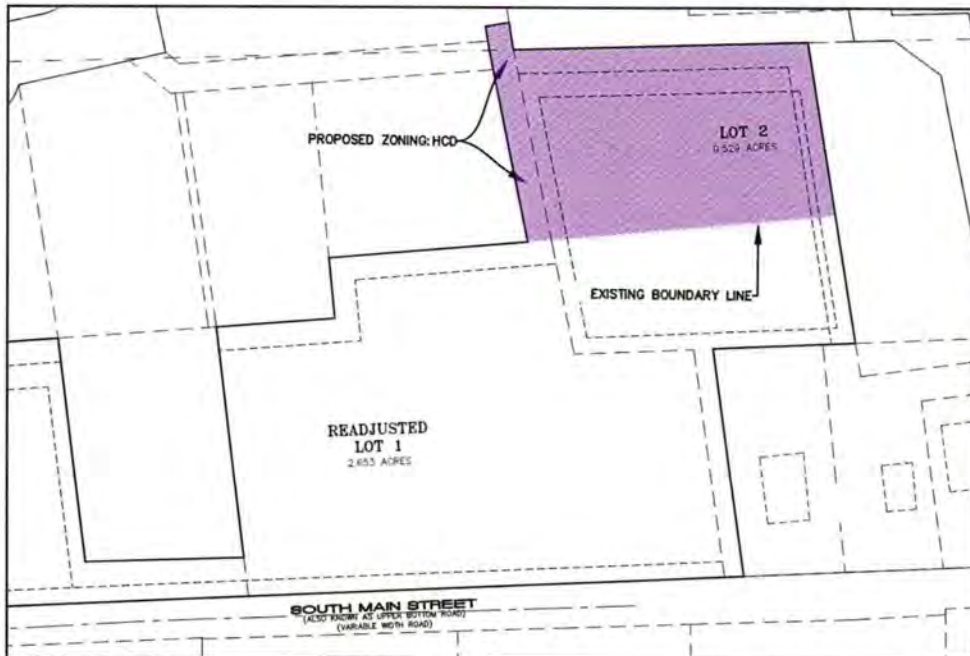


Figure 2: Illustration of the proposed rezoning.

The proposed rezoning will not introduce new buildings at this time; rather, it legalizes the extended boundary of the operational area while preserving the remaining portion of the site as open space. The current proposal retains the entire area west of the retaining wall as undeveloped open space functioning as a buffer between the commercial use and the adjacent residential properties to the west. This area exceeds the minimum required fifteen (15) foot greenbelt buffer established by City Code (by approximately 75 feet) and will include landscaping and screening elements consistent with Code and Landmarks guidelines.

While this application and the proposed Site Plan (currently under review for the November 17, 2025 Landmarks Board meeting) **does not** include any additional buildings, the applicant is still considering this for a future Phase 3. **However, any further requests regarding the expansion for Phase 3 (the planned buffer area associated with this proposal) would require additional review by the Landmarks Board and potentially the Planning and Zoning Commission/City Council.**

Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either continuous visual screening from landscaping or a sight-proof fence. As depicted in Figure 3 below, there is an existing privacy fence along the property line, installed by the adjacent properties. The applicant is proposing additional plantings for this hillside to provide additional screening.



Figure 3: Existing conditions of the subject property.

As noted, the remaining area west of the retaining wall will serve as a buffer in lieu of the previously contemplated Phase 2 structure. Any future desire to develop this remaining land would require its own review by both the Landmarks Board and the Planning & Zoning Commission/City Council.

Staff believes the rezoning is appropriate given the established commercial use pattern of the corridor, the extensive buffering from residential properties, and the integration of this parcel into the previously approved project scope.

CONDITIONAL USE ANALYSIS

City Code requires a Conditional Use Permit for meeting facilities, wineries, and any use requiring a liquor license. The applicant's original Conditional Use was approved in 2023 but applied only to the footprint and use area under consideration, at that time. Because the project's limits have expanded, the approval is sought to be amended to ensure that the use remains consistent with all conditions originally established.

The requested amendment does not propose additional buildings and does not alter the operational characteristics of the approved uses. Instead, the extension of the use area simply reflects the inclusion of additional land into the functional site after the applicant expanded improvements beyond the prior approvals. The business plan remains materially consistent with the approved operational limits, hours, and performance standards.

Based on the materials submitted and the site context, Staff finds the expansion of the Conditional Use to be compatible with the surrounding area and consistent with the intent of the 2023 approval.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

This property is located within Activity Center #6 (Historic Downtown). The proposed Rezoning and Conditional Use maintain the planned land-use relationships within the activity center and ensure compatibility through the preservation of a generous buffer to protect the residential properties to the west. Staff finds the proposal consistent with the Comprehensive Plan policies regarding compatible transitions between commercial activity and residential areas and compatible with its broader surroundings and neighboring uses along the Main Street corridor.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic

if not located and/or conditioned properly. The current Ordinance states that a Meeting Facility, Winery or any use which requires a Liquor License can be acceptable with conditions. Staff believes the proposal as submitted for these uses and with limited times of day is in line with the spirit and intent of the ordinance

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

Based upon a review of the proposal, this business, if conditioned and operated properly should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city.

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

Staff believes a meeting facility and with liquor sales with limited hours can be compatible within its commercial and residential surroundings and should not produce negative effects to neighboring properties or the neighborhood. Staff believes this use if conditioned properly can operate in a manner that is consistent with the area.

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

Staff believes this property and use can be adequately served by facilities, utilities, and service. Based on the information provided above and if conditioned appropriately, staff does not believe there is information indicating this use would be a burden on services.

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

After review of the proposal as submitted, and the above standards for evaluating Conditional Uses, staff believes the proposed use and conditions proposed would prevent any potential adverse impacts on the adjacent residential properties due to the extensive buffer area and limited hours of operation. The public benefits (renovation of a historic commercial space, tourism activity, and investment in the Main Street corridor) outweigh any potential impacts when conditioned appropriately.

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

STAFF RECOMMENDATION

Since this report provides analysis and recommendation on the Rezoning and Conditional Uses, two (2) separate recommendations and motions have been provided:

Rezoning (Z-2025-16)

After review of the rezoning requests, the City's Zoning Ordinance, Comprehensive Plan (located within Activity Center #6), and the surrounding development patterns, staff believes the requested rezoning is appropriate and is compatible with the location. The Department of Community Development recommends that the rezoning request be forwarded to the City Council with a **favorable** recommendation.

Conditional Use Permit (CU-2025-25)

Staff believes this expansion of the previously approved conditional use can operate in conformance with City requirements, is compatible with surrounding land uses, complies with the Comprehensive Plan of the City of St. Charles, and remains consistent with the intent of the 2023 approval.

Staff recommends **approval** of the proposed expansion of the conditional use for a liquor sales associated with a meeting facility and winery, subject to the following conditions:

1. By approving this Conditional Use Permit, the previous approval (CU-2023-32) becomes null and void, unless that zoning request (Z-2025-16) is not approved, then the previous Conditional Use shall remain in affect
2. This Conditional Use Permit is contingent upon the approval of rezoning request Z-2025-16. If Z-2025-16 is not approved, this Conditional Use Shall become null and void.
3. The applicant shall complete a Boundary Adjustment Plat for the consolidation of 207 Reservoir Avenue and 1219 S. Main Street.
4. This Conditional Use Permit for liquor sales associated with a winery and meeting facility is issued to the applicants (John Donnelly, Mike Caples & Ryan Smith) and business (Wine Garden LLC) only subject property as described in the submittal and is not transferable to another location and/or applicant/tenant/business.
5. Approval of this Conditional Use Permit is not approval of a liquor license.
6. Liquor sales shall not occur independently of the primary business uses and shall only be accessory to the operation of the winery and meeting facility.
7. The hours of operation are Monday – Tuesday for private parties only and Wednesday – Sunday from 11:00am – 11:00pm for public use and all other events.
8. This use is limited to the description provided by the applicant (attached) and the description found in the staff report. Any change to the submitted proposal, including but not limited to live music, expansion of the outdoor space, reduction in kitchen/food service hours, reduction in menu, etc. may require additional City review and approval.
9. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
10. Non-compliance with other building codes, property maintenance codes, fire codes, liquor license codes, or conditions of this approval is grounds for revocation of the conditional

use approval.

Recommended Motions:

1. Motion to forward the rezoning request Z-2025-16 to the City Council with a favorable recommendation.
2. Motion to forward the amended Conditional Use Permit application CU-2025-25 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 4: Aerial Photo of the Subject Sites.

RCA FORM (OFFICE USE ONLY)

Bill # 14025

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All members of City Council

Description:

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is the Ordinance adopting the Operating Budget for the Fiscal Year 2026.

Changes made after the 2026 Mayor's budget presentation on October 14, 2025 worksession are attached.

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

Fiscal Impact: N/A

Account #: various

Project #:

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

Bill No. 14025

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 ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET.

Be it Ordained by the City Council of the City of Saint Charles, Missouri as Follows:

SECTION 1. A budget for the City of Saint Charles, Missouri, is hereby adopted for the period January 1, 2026 to December 31, 2026. A copy of the budget is attached hereto as "Exhibit A" and made a part hereof, as fully as if set forth verbatim herein.

SECTION 2. There is hereby appropriated out of the various funds in the City Treasury such monies as are provided for in the budget of the City for the period January 1, 2026 to December 31, 2026 to defray the cost and expense of operating the city government during that period in accordance with the budget.

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 Form:

Attest:

Holly Magdziarz 10/29/25
Holly Magdziarz, City Attorney Date

City Clerk

Exhibit A

Budget

(On file in the Office of the City Clerk.)

City of St. Charles
 Changes to the Proposed 2026 Operating Budget

<u>Department</u>	<u>Fund</u>	<u>Job</u>	<u>Wages Total (\$)</u>	<u>Benefits Total (\$)</u>	<u>Compensation Changes</u>
Administration	General	Grant Writer	\$ (85,525.66)	\$ (43,756.15)	\$ (129,281.81)
Community Development	General	Sr. Construction Inspector - split with Engineering	\$ 38,661.69	\$ 19,779.32	\$ 58,441.01
Special Events	General	Special Events Coordinator	\$ 54,524.50	\$ 27,894.73	\$ 82,419.23
Special Events	General	Part time workers	\$ (60,000.00)	\$ (4,590.00)	\$ (64,590.00)
		General Fund Total	\$ (52,339.47)	\$ (672.10)	\$ (53,011.57)
Engineering	Street Maintenance	Sr. Construction Inspector - split with Community Development	\$ 38,661.69	\$ 19,779.32	\$ 58,441.01

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All members of City Council

Description:

A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE FISCAL YEARS 2026 THROUGH 2031.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is the Resolution adopting the Capital Improvement Program as required by Section 8.6 of the City of St. Charles, Missouri Charter.

Attached are the changes to the Mayor's Recommended Version of the Capital Improvement Program for the fiscal years 2026-2031 as presented at the July 8, 2025 work session.

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

Fiscal Impact: N/A

Account #: various

Project #: _____

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

Resolution No. _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West,
Denise Mitchell, Justin Foust, Brian Gould, Michael Galba,
Bart Haberstroh, Steve Hollander

A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE FISCAL YEARS 2026 THROUGH 2031

Whereas, a public notice has been published in accordance with Section 8.6 of Article VIII of the Charter of the City of Saint Charles, Missouri, and a public hearing held December 2, 2025 on the Capital Improvement Program of the City of Saint Charles, Missouri, for the Fiscal Years 2026 through 2031;

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

1. That the Capital Improvement Program proposed by the Mayor be adopted as the Capital Improvement Program of the City of Saint Charles, Missouri, for the years 2026 through 2031.
2. This Resolution shall be in full force and effect from and after its passage by the City Council.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 10/29/2025

Holly Magdziarz, City Attorney Date

City Clerk

City of St. Charles

Summary of Changes to Mayors' Recommended
2026-2031 Capital Improvement Plan

	BUDGETED										Outside Funding	Total	Future	
	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029				2030
Project Totals (Mayor's Recommended)	\$ 38,316,477	\$ 37,390,675	\$ 41,742,949	\$ 37,644,153	\$ 43,086,675	\$ 43,366,547	\$ 38,830,300						\$ 280,377,776	\$ 330,702,316
Project Changes														
ENG ST-12 (NEW) 1st Capitol & Tompkins	500,000												500,000	
CC-27 (NEW) Replace Padded Chair Inventory	(340,000)												(340,000)	
CC-12 (NEW) Replace Digital Marquee - Outside	340,000	(400,000)											(60,000)	
FM-19 (NEW) Historical Society	36,000												36,000	
PW ST-1 Pavement Improvements - Asphalt and Concrete	(100,000)												(100,000)	
PW ST-6 Pavement Imp - Arterial and Collector Routes	(106,000)												(106,000)	
FM-8 Salt Tarp Replacement	(40,000)												(40,000)	
ENG WR-4 Nathan Avenue Watermain - 24FF	(80,000)	(800,000)			80,000	800,000							0	
ENG WR-10 Lindenwood and Randolph FF	(180,000)	(180,000)	(1,573,600)										(1,753,600)	1,753,600
ENG WR-14 Fox Hill Road FF			(90,000)	(500,000)									(590,000)	590,000
PW WR-12 WTP Secondary Basin Equipment Replacement		(500,000)			500,000								0	
PW WR-13 Lindenwood Old Tank Roof Replacement	(500,000)		500,000										0	
PW WR-18 (NEW) Water Long Range Plan		(250,000)			250,000								0	
PW SS-32 (NEW) Heavy Duty Vehicles					(760,000)								(760,000)	760,000
PW SS-37 (NEW) Safety and Security Upgrades			300,000		(300,000)								0	
Total Project Changes at Mayor's Level	(\$290,000)	(\$2,130,000)	(\$863,600)	(\$500,000)	(\$230,000)	\$800,000	\$0						(\$3,213,600)	\$3,103,600
Mayor's Proposal New Project Totals	\$ 38,026,477	\$ 35,260,675	\$ 40,879,349	\$ 37,144,153	\$ 42,856,675	\$ 44,166,547	\$ 38,830,300						\$ 277,164,176	\$ 333,805,916
Mayor's Proposal Total Available Resources:	\$ 43,467,834	\$ 42,876,958	\$ 46,449,113	\$ 44,443,703	\$ 50,107,741	\$ 49,380,123								
Outside Funding - 1st Capitol & Tompkins	\$ 500,000													
Motor Fuel Tax	\$ 246,000													
Mayor's Proposal New Total Available Resources:	\$ 44,213,834	\$ 42,876,958	\$ 46,449,113	\$ 44,443,703	\$ 50,107,741	\$ 49,380,123								
Total Surplus / (Deficiency)	\$ 6,187,357	\$ 7,616,283	\$ 5,569,764	\$ 7,299,550	\$ 7,251,066	\$ 5,213,576								

Per discussion with Dept. Head Mayor / DOA Finance Lease/Debt Service Adjustments

RCA FORM (OFFICE USE ONLY)

Bill # 14027

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All members of the City Council

Description:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES SECTIONS 700.150 AND 705.220 TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, 2027, 2028, 2029 AND 2030 AND MAKING TECHNICAL AMENDMENTS

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Public Works and Finance departments collaborated for the five-year review and analysis of the water and sewer rates. The proposed water and sewer rates are recommended to support the continued operation, maintenance, capital improvements and debt service of the water and sanitary sewer utilities. The rates consider future growth and needs for the water and sanitary systems.

The proposed rates have been established over the next five (5) years 2026 - 2030. The rates will become effective on January 1, 2026, pending Council approval. Attached are the updated code sections with text additions underlined and text deletions struck through.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

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

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AMENDING SECTION 700.150 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, JANUARY 1, 2027, JANUARY 1, 2028, JANUARY 1, 2029, AND JANUARY 1, 2030.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Section 700.150 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 700.150. Water Service Rates, Deposits And Fees Established By Ordinance.

A. Rates, deposits, fees and charges for water service shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges for water service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on ~~July 1, 2021~~, January 1, 2026, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
Customer Classification:					
City resident or commercial bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
City resident rate per 1,000 gallons:					
Tier 1 (0—7,000)	\$3.97	\$4.19	\$4.42	\$4.64	\$4.87
Tier 2 (8,000—25,000)	\$4.25	\$4.48	\$4.73	\$4.97	\$5.22
Tier 3 (> 26,000)	\$4.60	\$4.85	\$5.12	\$5.38	\$5.65
County resident or commercial bi-monthly charge	\$7.68	\$8.10	\$8.54	\$8.98	\$9.42
County resident rate per 1,000 gallons:					
Tier 1 (0—7,000)	\$6.47	\$6.83	\$7.21	\$7.57	\$7.95
Tier 2 (8,000—25,000)	\$6.93	\$7.31	\$7.71	\$8.10	\$8.51
Tier 3 (> 26,000)	\$7.50	\$7.91	\$8.35	\$8.77	\$9.21
City-commercial rate per 1,000 gallons	\$4.19	\$4.42	\$4.66	\$4.89	\$5.13
County-commercial rate 1,000 gallons	\$6.83	\$7.20	\$7.60	\$7.97	\$8.36
Special bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
Special rate per 1,000 gallons	\$3.77	\$3.98	\$4.20	\$4.41	\$4.63

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Customer Classification:					
City resident or commercial bi-monthly charge	\$8.24	\$8.65	\$9.09	\$9.54	\$10.02
City resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$5.11	\$5.37	\$5.64	\$5.92	\$6.22
Tier 2 (8,000 – 25,000)	\$5.48	\$5.76	\$6.04	\$6.34	\$6.66
Tier 3 (> 26,000)	\$5.93	\$6.23	\$6.54	\$6.87	\$7.21
County resident or commercial bi-monthly charge	\$9.89	\$10.39	\$10.90	\$11.45	\$12.02
County resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$8.35	\$8.76	\$9.20	\$9.66	\$10.15
Tier 2 (8,000 – 25,000)	\$8.94	\$9.38	\$9.85	\$10.34	\$10.86
Tier 3 (> 26,000)	\$9.67	\$10.15	\$10.66	\$11.19	\$11.75
City commercial rate per 1,000 gallons	\$5.39	\$5.66	\$5.94	\$6.24	\$6.55
County commercial rate 1,000 gallons	\$8.78	\$9.22	\$9.68	\$10.16	\$10.67
Special bi-monthly charge	\$8.24	\$8.65	\$9.09	\$9.54	\$10.02
Special rate per 1,000 gallons	\$4.86	\$5.10	\$5.36	\$5.63	\$5.91

- B. Effective July 1, 2010, January 1, 2026, the minimum water meter charges for City residents and for County residents, based upon meter size, were established and are set forth in Section 150.030.
- C. New Customer Deposit.
1. Each new owner-occupied water service customer and each new tenant water service customer shall pay to the City an initial deposit in the amounts stated in Section 150.030. The deposit shall be returned to the customer when:
 - a. The customer discontinues water service, in which case the City shall refund the deposit by first crediting the customer's account to offset the final bill and then issuing a check for any remaining amount due to the customer; or
 - b. The customer has no delinquent water bills during a two-year period, in which case the City shall refund the deposit by crediting the customer's account to offset subsequent bills.
 2. No customer shall be required to pay a deposit who has previously owned or leased property in the City within the preceding five (5) years, paid the deposit, and had the deposit returned after the two-year period.

- D. There is established an additional deposit requirement and a reconnection fee for all water service reconnections made during regular business hours; and for reconnections not made during regular business hours, an additional fee shall be charged. These fees are stated in Section 150.030. At the time a reconnection is made, the customer is required to pay to the City the full amount due on the delinquent bill, the additional deposit requirement and the reconnection fee. Notwithstanding the foregoing, no owner-occupied deposit account shall exceed one hundred fifty dollars (\$150.00) and no tenant water service customer account shall exceed two hundred dollars (\$200.00). For purposes of this Section, regular business hours are Monday through Friday on days City Hall is open for business and between the hours of 8:00 A.M. and 4:30 P.M. There shall be no fee charged for emergency reconnection of water service.
- E. Tap Reschedule Fee.
1. Forty eight (48) hours notice is required for scheduling taps.
 2. The contractor is responsible for all excavations, shoring or sloping if needed and site restoration. The City of St. Charles Water Division reserves the right to deny tapping procedure if unsafe or hazardous conditions are present.
 3. Upon arrival to the site, all material will be inspected by water division personnel to ensure compliance with material specifications. If materials are not in compliance or on site and ready for inspection, the tap must be rescheduled when materials are in compliance or on site ready for inspection and excavation is deemed acceptable. A one hundred dollar (\$100.00) rescheduling fee must be paid prior to an appointment being rescheduled, to avoid any additional charges, the appointment must be cancelled two (2) hours prior to the scheduled time.
- F. Meter Test Fee. Customers may request a water meter to be tested. The customer can make one (1) request during the life of the meter at no cost to the customer. Routine testing or testing to confirm any abnormalities will be done at the discretion of the Water Department. Customers may be charged the amount stated in Section 150.030 for additional tests requested by the customer if the meter testing shows the meter is within AWWA accuracy limits. Customers may witness the meter test by scheduled appointment only at the Public Works Facility.
- G. There is established an additional fee equal to ten percent (10%) of the water service bill, or a minimum of five dollars (\$5.00), for the late payment of the water service bill.

- H. Effective September 1, 2009, water tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030. Rates for unmetered and main extensions also are listed therein. Sprinkler systems that run off a domestic tap with more than twenty (20) sprinkler heads are subject to a fifty percent (50%) increase in the listed rates.
- I. Water tap-on fees shall not be assessed for construction projects of the City.
- J. Effective January 1, 2018, the annual fee for customers with unmetered fire protection based on the size of the fire line shall be the amounts set forth in Section 150.030, with reference to the tap size at a water main.
- K. Failure of the City to submit a service bill or a delinquent notice shall not excuse the water customer from the obligation to pay for water service when the bill is submitted.
- L. Whenever, for any cause, a water meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of water supplied during such period and the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 2. Section 705.220 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 705.220. Sewer Service Rates Established By Ordinance.

- A. Rates and charges for the use and services of the sanitary sewer system shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges shall be made and collected against each lot, parcel of land or premises which may have any active sewer connection with the sanitary sewer system or which may actively discharge sewage or industrial waste, either directly or indirectly, into such sewer system or any part thereof, unless the City was otherwise contractually obligated to a different rate and charge before the effective date of Ord. No. 79-47, May 16, 1979. The rates and charges for sewer service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on ~~July 1, 2021~~, January 1, 2026, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
Customer Classification:					
City resident or commercial bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
City resident rate per 1,000 gallons	\$7.52	\$7.90	\$8.30	\$8.67	\$8.93
City commercial rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63
County resident or commercial bi-monthly charge	\$13.80	\$14.50	\$15.22	\$15.90	\$16.38
County resident or commercial rate per 1,000 gallons	\$10.03	\$10.53	\$11.06	\$11.56	\$11.91
Special bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
Special rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63

	2026	2027	2028	2029	2030
Customer Classification:					
City resident or commercial bi-monthly charge	\$14.07	\$14.49	\$14.93	\$15.37	\$15.84
City resident rate per 1,000 gallons	\$9.20	\$9.47	\$9.76	\$10.05	\$10.35
City commercial rate per 1,000 gallons	\$7.86	\$8.09	\$8.34	\$8.59	\$8.85
County resident or commercial bi-monthly charge	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99
County resident or commercial rate per 1,000 gallons	\$12.27	\$12.64	\$13.01	\$13.40	\$13.81
Special bi-monthly charge	\$14.07	\$14.49	\$14.93	\$15.37	\$15.84
Special rate per 1,000 gallons	\$7.86	\$8.09	\$8.34	\$8.59	\$8.85

- B. Tap-on fees, user charges and surcharges shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. Effective September 1, 2009, sewer tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030.
- C. Sewer tap-on fees shall not be assessed for construction projects of the City.
- D. Failure of the City to submit a service bill or a delinquent notice shall not excuse the sewer customer from the obligation to pay for sewer service when the bill is submitted.
- E. Whenever, for any cause, a meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of sanitary sewer service provided as determined by the estimated amount of water supplied during such period and the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of 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 11/5/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
November 18, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, November 18, 2025, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49361

The meeting was opened with a moment of silence and Pledge of Allegiance.

PRESENTATIONS/AWARDS/PROCLAMATIONS

A Proclamation Declaring November 17-21, 2025 as American Education Week in the City of Saint Charles, Missouri

Mayor Daniel J. Borgmeyer read a proclamation declaring the week of November 17-21, 2025 as American Education Week in the City of Saint Charles, Missouri. Larry DuFour, representing the St. Charles American Legion Post 312, accepted the proclamation. Mr. DuFour reported fifth grade students from the community were asked to write an essay titled “What the American Flag Means to Me”. Lola Fawn Kelley from Immanuel Lutheran School and Juliet Lewis and Luka Brdar both from St. Charles Borromeo School were in attendance and read their essays.

Presentation by the Mayor’s Opioid Settlement Task Force

Mayor Daniel J. Borgmeyer announced the Opioid Settlement Task Force is now known as the Human Services Task Force. Using funds received from the recent opioid class action settlement, Mayor Borgmeyer, together with James Reineke, Vice President of Patient Care Services/CNO at SSM Health St. Joseph Hospital and Chair of the Human Services Task Force, presented checks to Cameo Jones, Chief Executive Officer with L.I.V. Recovery and Erin Johnston, Executive Director of Addiction is Real.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
November 18, 2025

PUBLIC COMMENT

There were no public comments.

REPORT OF THE MAYOR

Mayor Borgmeyer reported that substantial progress is being made at Riverpointe and Frenchtown, with more details to be shared soon. The City is moving away from the shipping-container concept and expects to outline next steps within the next month. Riverpointe will include residential and entertainment venues, with visible progress anticipated this spring.

Appointments to Boards, Commissions, Committees

A motion was made by MARY WEST to approve the following appointments:

Convention and Visitors Bureau Commission

The appointment of *Kayla Smith*, to represent the restaurant and/or hotel industry, to replace Bill Willbrand who resigned September 2025, for a term expiring July 2027.

Main Street Special Business District

The appointment of *Romney Rice-Dunn* to fill the vacant position for a business owner in the district south of First Capitol Drive, formally held by Shelly Roy, for a term expiring November 2028.

Parks and Recreation Board

The appointment of *Joshua Allen* to fill the vacant position, formerly held by Mike Ryan, for a term expiring May 2028.

Liquor Commission

The reappointment of *Craig O'Sadnick*, whose term expired in August 2025, for a 3-year term expiring in August 2028.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
November 18, 2025

Fountain Lakes Commerce Center North CID

The reappointment of *Robert Millstone* to the board of directors of the Fountain Lakes Commerce Center North CID with a three-year term expiring on November 16, 2029.

The reappointment of *Steve Garlock* to the board of directors of the Fountain Lakes Commerce Center North CID with a three-year term expiring on November 16, 2029.

The reappointment of *Brent Beumer* to replace Colleen Millstone to the board of directors of the Fountain Lakes Commerce Center North CID with a term expiring on December 1, 2028.

Plaza at Noah's Ark CID

The reappointment of *Theresa Komperda* to replace the position formerly held by David Schreider to the Plaza at Noah's Ark CID Board of Directors with a term expiring May 1, 2029.

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

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Michael Galba thanked Larry DuFour and American Legion Post 312 for bringing the students to the meeting to read their essays. He noted that there are three veterans on the City Council and that the Mayor is also a veteran. He commended the students, stating that they did a great job and that their essays touched his heart.

Councilmember Mary West commended the Engineering Department for their work on Pundmann Parkway, noting that the roadway is now open ahead of schedule and is a beautiful improvement.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
November 18, 2025

Councilmember Brian Gould announced that the Ward Seven Town Hall meeting will be held on Thursday, November 20, 2025, at 6:00 p.m. at the Coverdell Elementary School cafeteria, located at 2475 W. Randolph.

Councilmember Vince Ratchford recognized Public Works Street Supervisor John Russell for attending a homeowners association meeting with him on short notice. He expressed appreciation for Mr. Russell's willingness to attend after a long workday and commented on Mr. Russell's passion for street maintenance and snow plowing, noting that Mr. Russell is in his 49th year of managing snow removal operations. Councilmember Ratchford stated that, as the winter season approaches, the City is in good hands with Mr. Russell.

Councilmember Mark Hollander announced that he had invited Carissa Figgins, Warming Center Team Lead and Local Outreach Pastor at Harvester Christian Church, to provide an overview of the continuum of care and warm-weather shelter efforts taking place in the community. Ms. Figgins spoke about homelessness in the City and County of St. Charles and the need for winter sheltering.

PUBLIC HEARING

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

- A. Case No. CU-2024-18 (Clement Management Services LLC) An application to amend a previously approved Conditional Use Permit per §400.220(C)(1)(c) for the expansion of temporary motor vehicle storage within "C-2" General Business District for an approximate 3.49 acre tract of land located at 201 Arco Drive. The subject property is located in Ward 6. ***(RCA Attached)***

- B. Case No. Z-2025-10 (Keith A. Van Gennip) An application to annex and establish the zoning for 0.35 acres (more or less) located at 1020 Meadow Lane, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-1E"

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
November 18, 2025

Single Family Residential District. The subject property is located on the east side of Meadow Lane and south of Veterans Memorial Parkway. The subject property will be located in Ward 6 upon annexation. (*Council Bill 14022*)

- C. Case No. Z-2025-11 (WOCO Partners, LLC) An application to annex and establish the zoning for 1.57 acres of an overall 6.57 acre tract of land located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County “R1E” Single Family Residence to the City of St. Charles “C-2” General Business District. The subject property will be located in Ward 5 upon annexation. (*RCA Attached*)

This item was requested to be TABLED until the December 8, 2025 Planning & Zoning Commission meeting. Public Hearing should be held over until the January 6, 2026 Regular City Council Meeting.

Action: I move to hold the Public Hearing open on Case No. Z-2025-11 until the January 6, 2026 Regular City Council Meeting.

- D. Case No. Z-2025-12 (WOCO Partners, LLC) An application to annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land generally located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County “R1E” Single Family Residence to the City of St. Charles “R-3A” Multiple Family Residential District. The subject property will be located in Ward 5 upon annexation. (*RCA Attached*)

This item was requested to be TABLED until the December 8, 2025 Planning & Zoning Commission meeting. Public Hearing should be held over until the January 6, 2026 Regular City Council Meeting.

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Action: I move to hold the Public Hearing open on Case No. Z-2025-12 until the January 6, 2026 Regular City Council Meeting.

- E. Case No. Z-2025-13 (WOCO Partners, LLC) An application to rezone a 5.0 acre tract of land generally located at the southeast corner of Muegge Road and S. Old Highway 94, from “R-3A” Multiple Family Residential District to “PD-R” Planned Development - Residential. The subject property will be located in Ward 5 upon annexation. *Application WITHDRAWN by the Applicant. No Council Action Required. (RCA Attached)*

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. City Council Work Session of October 14, 2025

File #49367

2. Street Committee Meeting of October 21, 2025

File #49371

3. Regular City Council Meeting of November 4, 2025

File #49361

4. Public Hearing of November 4, 2025

File #49414

B. Receipt of Reports from Boards, Commissions and Committees

1. Saint Charles Parks & Recreation Board Meeting of July 16, 2025

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File #49376

2. Saint Charles Parks & Recreation Board Meeting of August 6, 2025

File #49376

3. Saint Charles Parks & Recreation Board Meeting of September 10, 2025

File #49376

4. Saint Charles Parks & Recreation Board Meeting of October 1, 2025

File #49376

5. Main Street Special Business District Advisory Board Meeting of October 2, 2025

File #49374

6. Main Street Special Business District Advisory Board Meeting of October 9, 2025

File #49374

7. Veterans Commission of the City of Saint Charles Meeting of August 11, 2025

File #49386

8. Veterans Commission of the City of Saint Charles Meeting of September 8, 2025

File #49386

9. Planning and Zoning Commission Meeting of September 15, 2025

File #49372

10. Planning and Zoning Commission Meeting of October 20, 2025

File #49372

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

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1. Supplemental Agreement No. 2 with SCI Engineering, Inc. in the Amount of \$274,988.31 for a Total Contract Amount not to Exceed \$354,988.31

C24-283

2. Contract with S4 Water Sales and Services, LLC in the Amount of \$194,750.00 for the Elm Point Water Treatment Plant Filter Rehabilitation

C24-276

E. Preliminary Plats

F. Miscellaneous

1. Request Funding from Council Directives

File #49415

2. Report of the Court Administrator of Monies Collected and Deposited - October 2025

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

There were no Resolutions.

BILLS FOR FINAL PASSAGE

BILL 14023

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI (*SPONSOR: MICHAEL GALBA*)

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

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“Nay: None

Absent: None

Approved by the Honorable Mayor on November 19, 2025 and is known as Ordinance **25-084**

BILL 14024

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS
CONSISTING OF STREET PAVEMENT AND STREET LIGHTS AT THE
BELLEVAUX SUBDIVISION (*SPONSOR: BRIAN GOULD*)

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

“Nay: None

Absent: None

Approved by the Honorable Mayor on November 19, 2025 and is known as Ordinance **25-085**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

BILL 14025

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD
FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING
MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE
CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE
BUDGET (*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD,
MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL
GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

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BILL 14026

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES TO ADJUST CERTAIN FEES AND ADDITION OF NEW FEES
(*SPONSOR: MICHAEL GALBA*)

BILL 14027

AN ORDINANCE AMENDING SECTION 700.150 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, JANUARY 1, 2027, JANUARY 1, 2028, JANUARY 1, 2029, AND JANUARY 1, 2030 (*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

BILL 14028

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE BEAVER CREEK COURT BANK STABILIZATION PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS (*SPONSOR: DENISE MITCHELL*)

BILL 14029

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF PALISADES DRIVE AND COPPERFIELD COURT TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION (*SPONSOR: MICHAEL GALBA*)

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BILL 14030

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF INDIAN HILLS DRIVE AND SHAWNEE DRIVE TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION (*SPONSOR: BRIAN GOULD*)

BILL 14031

AN ORDINANCE REPEALING ORDINANCE NUMBER 22-152 WHICH ESTABLISHED A PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE AND AMENDING SCHEDULE III, TABLE III-A OF CHAPTER 350 OF THE CODE OF ORDINANCES BY ESTABLISHING A NEW PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE (*SPONSOR: MICHAEL GALBA*)

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

A motion was made by MARK HOLLANDER to adjourn the Regular City Council Meeting. BRIAN GOULD seconded the motion. All voted in favor. Motion passed.

The Regular Council Meeting was adjourned at 7:39 p.m.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
November 18, 2025**

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:30 p.m. on Tuesday, November 18, 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. City Clerk Kimberly Hudson was present and performed the duties of that office.

Closed Session

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

The closed portion of the Council Work Session adjourned at 6:58 p.m.

A motion was made by MARY WEST 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 6:59 p.m.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

**Special Council Work Session of the City Council
Of the City of Saint Charles, Missouri
November 4, 2025**

The City Council of the City of Saint Charles, Missouri convened in a Special Work Session at 6:00 p.m. on Tuesday, November 4, 2025, in the Council Chambers of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Michael Galba presiding and the Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that Office.

Discussion Regarding Ways The City Can Assist Residents During The Federal Government Shutdown

Director of Administration Larry Dobrosky announced the Federal Government shut down on October 1, 2025 and certain benefits including SNAP benefits will likely run out of funding in November. Staff has been developing initiatives to support City of Saint Charles residents during this challenging period.

One of the first staff-led initiatives, organized and implemented within twenty-four hours, was a “Fill the Truck” food drive on Main Street during the Halloween festivities. Mr. Dobrosky introduced Kathleen Thompson, CDBG Urban County and Administrative Services Manager, and Crystal Mischeaux, Senior Management Assistant, who provided a presentation on Helping our Neighbors by putting our City Employee Core Values into Action. The presentation covered several initiatives which included facilitating the “Fill the Truck” food drive, which was completed, partnering with other agencies on additional food drives, working with State Representative Colin Wellenkamp to organize the Convoy of Hope, bringing forward a Resolution to the Council for approval to suspend utility disconnects and late payment fees for the months of November and December, and launching a City employee fundraising challenge to raise \$25,000, with a proposed \$100,000 City match.

Mr. Dobrosky elaborated on the Help Your Neighbor Challenge, noting that all funds raised will directly support vulnerable residents within our community. He requested Council’s support of

**Special Council Work Session of the City Council
Of the City of Saint Charles, Missouri
November 4, 2025**

the \$100,000 City match. It was the consensus of the Councilmembers present that the City support the \$100,000 match.

Councilmember Galba thanked staff for their efforts in moving these initiatives forward. Councilmember Mark Hollander requested Council support for allocating \$30,000 from the Council Directives account to supplement the City's \$100,000 match. It was the consensus of the Councilmembers present to allocate \$30,000 from the Council Directives account toward the City's \$100,000 match.

Mr. Dobrosky thanked the Council for their support and noted these initiatives not only will go towards providing relief to families in our community due to the recent loss of SNAP Benefits but funding will also support our Annual Thanksgiving Meals and Adopt-A-Family programs.

At 6:45 p.m., a motion was made by MARK HOLLANDER to adjourn the Special Council Work Session. DENISE MITCHELL seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

MINUTES

THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday, August 27, 2025

8:30 am

1041 Olive Street

St. Charles, Missouri 63301

Chairman Burke called the meeting to order at 8:30 a.m. in the Boardroom of the St. Charles Housing Authority.

Present

Diane Burke, Chair
Anne Lersch, Vice Chair
Melanie McIlroy, Commissioner, Via Telephone
David Glidewell, Commissioner
Kathleen Thompson, City Staff Liaison
Bill Otto, City Council Liaison
Mary Clements, Secretary
Lauren Burnett, Staff

Absent

Pat Pryor, Commissioner

Comments from Residents

There were no residents who attended the meeting.

Minutes from the July 2025 Board meeting were emailed earlier and discussed at this time. A motion was made by Commissioner Lersch and seconded by Commissioner Glidewell to approve the minutes. Motion carried.

Approval of List of Bills

The list of bills from July 2025, consisting of PH Check numbers 43110 to 43183 in the amount of \$62,430.02 and S8 Check numbers 51514 to 51640 in the amount of \$219,728.73 were reviewed and discussed. A motion was made by Commissioner Lersch and seconded by Commissioner Glidewell to approve the list of bills. Motion carried.

Vacancies

Regarding the Section 8 Program, we now have 220 units under lease as of July 1, 2025, and are at 76% leased up. We are spending 92% of our HAP for the month of July 2025.

We have 20 vouchers on the street searching, 3 VASH and 6 S8 vouchers and 11 port out vouchers. We have a total of 6 VASH vouchers that need to lease up, this is inclusive of the 3 vouchers that are outlooking currently and any additional VASH vouchers that need to be issued.

We have eleven vacancies in Low Rent Housing, nine that are offline and in the process of modernization and two units in make ready status. We are anticipating one additional vacancy this month and one additional vacancy in September.

New Business

The Positive Pay through Commerce Bank has been implemented. We had to have all Board Members and signers on the accounts sign the signature cards again as there was an issue with how they were completed the first time. Two members of the board were unable to sign at the meeting and will have to go into the bank in the following days to re-sign the signature cards.

This meeting is the last for Mary Clements as she is coming up on the end of her time served as Executive Director for the Housing Authority of St. Charles. Ms. Clements has served the housing authority tirelessly over the last 24 years and she will be missed moving forward.

Old Business

Terminations and Court Hearings

Section 8 Termination of Assistance August 2025:

We have no terminations for the Section 8 Program, for the month of August 2025.

Public Housing Termination of Lease August 2025:

We have six tenants for the Public Housing Program for non-payment of rent; one is with the attorney and the other five will have until September 22, 2025 to resolve their rent issues. There are no additional lease terminations.

Directors Report

First, I would like to thank the St. Charles Housing Authority for a very rewarding experience as the Executive Director, and to wish Lauren Burnett great success as the next Executive Director. I will miss everyone and the community that we serve. Thank you for the opportunity to continue working with the Housing Authority in another capacity starting September 15, 2025. National Night Out Against Crime is being planned for, which falls on September 08, 2025, we would like to welcome any Board Member that would like to attend. Halloween is in the planning stages, as well as Thanksgiving and Christmas.

Lloyd and Nate are busy trying to complete all the work orders and preparing for the HUD inspection we are anticipating this fall in the month of October. We will have one additional PH unit underway and hope to have it occupied by the end of August; we are anticipating two to three more units to complete by the end of September. Our goal has been revamped, and we are now hoping to complete all the current modernization units by the end of November 2025.

The 20 Moderate Rehab units are going smoothly, and we are learning as we go. We currently have 19 of the units occupied, the landlords are working diligently to fill the other unit.

Our Public Housing and Section 8 waitlists are closed currently. Public Housing Units that are newly empty now are being cleaned and painted and made ready for new tenants as quickly as possible. We are not issuing additional vouchers and the ones that are issued will not get additional extensions. Currently we are spending over 90 percent of our funding for the Section 8 program and using reserves to supplement if we need additional funds in any given month. We are proud that we can serve our community in such capacity, and that so many new people have received housing with the aid of our agency. We are striving to make 2025 our best year yet.

There continues to be a shortage of property owners. There are new property owners who have contacted us, and we are waiting to see if they have decided to house the tenants with our vouchers. We want to thank our board and community for being good ambassadors for the Section 8 program. If anyone knows of a property owner who may wish to rent to our tenants and needs information on the program, please send them our way.

The agency who does the senior residents food boxes monthly are having great turn out each Wednesday. We are servicing 23 clients currently. If you know someone in need age 60 or older and they live in St. Charles, please let them know we have applications here. Also, there are applications on the credenza in the BOD room.

We are excited to get our programs up to 100 percent and increase our status with HUD from standard performer to High performer this year. Thank you for all you do in supporting our agency.

Respectfully reported,

Mary Clements
Executive Director
St. Charles Housing Authority

OTHER BUSINESS

City Liaison, Bill Otto, gave a report on news around the city.

Future Meeting Dates and Times:

Wednesday, November 19, 2025, at 8:30 am

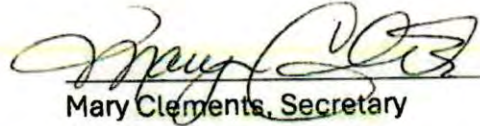
Wednesday, December 17, 2025, at 8:30 am

Adjournment

As there was no additional business to come before the Board, a motion was made by Commissioner Glidewell and seconded by Commissioner McIlroy to adjourn the meeting. Motion carried. The meeting was adjourned at 8:54 am.



Diane Burke, Chairman



Mary Clements, Secretary

MINUTES
Senior Citizen Advisory Commission
Tuesday, October 14, 2025
St. Charles City Hall, Conference Room A
200 North Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT

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

MEMBERS ABSENT

Bridget Alderson
Mary West – City Council Liaison

OTHERS PRESENT

Carla Bray – City Staff Liaison
Katie Pendergast – Aging Ahead/Senior Center

1. Call to Order

The meeting was called to order at 10:01 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 September 9, 2025 meeting minutes

Charlie Daniels made a motion to approve the September 9, 2025 minutes as noted. Althea West made the second, all present were in favor, the motion passed.

5. Chairperson Report

Sheila provided information on the following:

- Sheila and Mary West are scheduled to meet with Randy Schilling (OPO) on Thursday, October 16th at 9:00 am.
 - Will provide things as we go through.
 - Main Street Foundation (Randy).
- Senior Center poll people regarding AI.
- STCNow magazine article (October) provided a lot of resources for seniors.
- Community College might be a good place to start.
- Sunday activity – ITM Gateway fundraiser, this Sunday, October 19th.
 - Mayor attending?
 - More riders than drivers.
 - Prizes.
 - 7 open seats (2 Bays).
 - Contact Althea by 10/15.

6. Report from Council Liaison

None

7. Old Business

- Nothing back from Parks & Recreation for senior night.
- New logo approval (Age-Friendly).
 - Althea made a motion to accept/approve the new logo. Judy Rhodes made a second motion, all present were in favor, motion passed.
- Great job on STCNow news article.
- Beth to notify Commission when events come up where booth would be beneficial?
- Town Hall meetings?
 - Introduce Senior Citizen Advisory Commission rep?
- Positive communication in the community!
- Shelly provided an update on Age-Friendly/AARP tasks.
 - Survey for Age-Friendly status.
 - How do we get people to fill it out?
 - Lindenwood students are working on getting the survey out with a QR code.
 - Need a good sampling of the population.
 - 50 people?
 - Senior Center?
 - Sponsorship by Bankers Life (Stakeholder).
 - Give aways.
 - Access to senior population.
 - Need more stakeholders – All Commission members should seek out.
 - Step 3 of AARP Guide.
 - Develop a plan based on survey results.
 - Senior Center has an event for survey completion?
 - Come up with an action plan.
 - Lindenwood will help analyze survey results.
 - Shelly will send out links for AARP information.
 - Help determine which domain to focus on (Survey).
 - Commission members to all provide an idea for stakeholders.
 - Althea volunteered to compile a list.
 - Shelly to investigate.
 - Utilize examples, i.e., Arnold and city in Colorado.
 - Utilize Councilmembers to get the QR code out to their wards.
 - Shelly to confirm age for senior survey.
 - Bill Wallace provided an idea to have a Commission Booth at the Christmas concert held at the Foundry Art Centre.

8. New Business

- Lindenwood Homecoming parade.
 - Norm's classic car is available (55).
 - Senior banners on the car?
- Veterans Parade/St. Charles Salutes on 11/8.

9. Commission Member Announcements

- Next SCAC meeting will be held on Tuesday, November 18th since City Hall will be closed on Veterans Day, November 11th. Althea made the motion, Shelly provided the second, all present were in favor, motion passed to reschedule the November meeting.

10. Public Comment

None

11. Adjourn

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

Prepared by Carla Bray

Shelly Ekstein
11-18-25

LANDMARKS BOARD - MINUTES
October 27, 2025
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Steve Martin, Chair
Jill Ryan
Michelle Beucke
Dave Settle
John Donnelly
Christi Tennyson
Steve Hollander, Council Liaison

STAFF PRESENT

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

Absent: Tom Smith

On Monday, October 27, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. Call to order and call the roll.

Chairman Steve Martin called the meeting to order at 6:00 p.m. Taylor Moore called the roll. Those in attendance are listed above.

2. The Pledge of Allegiance

3. Consent Agenda

(A) Case No. EC-2025-058 1328 North 5th Street. Stephen Fuller. The applicant is requesting permission to construct a lean-to structure in the rear of the property [Frenchtown Preservation District, Ward 1].

(B) Case No. EC-2025-060 815 South Main Street. Renewal by Anderson. The applicant is requesting permission to replace four windows on the dwelling [South Main Preservation District, Ward 2].

Steve Hollander made a motion to approve the consent agenda. Michelle Beucke seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.

4. Removed Consent Agenda Items

Christi Tennyson arrived at 6:02p.m. There are now seven members present.

5. Sign Permit Applications

(A) Sign Permit No. 2025-5139 401 Clark Street. Waseem Khaliq. The applicant is requesting permission to install a wall-mounted sign for the business "Clark Street Auto" [Extended Historic Preservation District, Ward 1]. *Waseem Khaliq was present to answer questions from the Board. Michelle Beucke made a motion to approve the sign permit. John Donnelly seconded the motion. All were in favor (7-0), the motion passed.*

(B) Sign Permit No. 2025-5142 525 South Main Street. Laura Berlemer. The applicant is requesting permission to install new projecting sign for the business "U Defined Boutique (South)" [South Main Preservation District, Ward 2]. *Mark Aschen with Master Signs was present to answer questions for the Board. Michelle Beucke made a motion to approve the*

new signage. Steve Hollander seconded the motion. All were in favor (7-0), the motion passed.

- (C) Sign Permit No. 2025-5144 300 North Main Street. Laura Berlemer. The applicant is requesting permission to install a new projecting sign for the business “U Defined Boutique (North)” [Historic Downtown District, Ward 1]. *Mark Aschen with Master Signs was present to answer questions for the Board. Michelle Beucke made a motion to approve the new signage. Jill Ryan seconded the motion. All were in favor (7-0), the motion passed.*
- (D) Sign Permit. No. 2025-5150 902-904 South Main Street. Jane Buckley. The applicant is requesting permission to install new signage for the business “Vintage She Shed” [South Main Preservation District, Ward 2]. *Jane Buckley was present to answer questions for the Board. Michelle Beucke made a motion to approve the two new signs. Christi Tennyson seconded the motion. All were in favor (7-0), the motion passed.*

6. Structure Review

- (A) Case No. EC-2025-048 700 North 3rd Street. Midtown Home Improvements. The applicant is requesting permission to replace the front door on the dwelling [Frenchtown Preservation District, Ward 1]. *A representative from Midtown Home Improvements was present to answer questions from the Board. Steve Hollander made a motion to approve the application as submitted. Jill Ryan seconded the motion. All were in favor (7-0), the motion passed.*
- (B) Case No. EC-2025-059 618 Lewis Street. Sun Solar LLC. The applicant is requesting permission to install solar panels on the roof of the dwelling [Commons Preservation District, Ward 1]. *A representative from Sun Solar LLC was present to answer questions for the Board. Steve Hollander made a motion to approve the application as submitted. Dave Settle seconded the motion. Two were in favor, five were opposed (2-5), and the motion failed and was not approved.*
- (C) Case No. EC-2025-061 206 North Benton Avenue. Solar Sun LLC. The applicant is requesting permission to install solar panels on the roof of the dwelling [Extended Historic Preservation District, Ward 2]. *Craig Davis with Sun Solar LLC was present to answer questions for the Board. Christi Tennyson made a motion to approve the application. Michelle Beucke seconded the motion. All were in favor (7-0), the motion passed.*
- (D) Case No. SP-2024-024 1801 North 2nd Street. Fredrick Stark. The applicant is requesting permission to install three gazebos on the property [Frenchtown Preservation District, Ward 1]. *Fred Stark was present to answer questions for the Board. Jill Ryan made a motion to approve the gazebos to the previously approved site plan. John Donnelly seconded the motion. All were in favor (7-0), and the motion passed.*
- (E) Case No. SP-2025-011 618 Clark Street. Aleksander Feldman & Mila Samsonov. The applicants are requesting permission to construct a new carport/garage in the rear of the property [Commons Preservation District, Ward 1]. *Aleksander Feldman was present to answer questions for the Board. Michelle Beucke made a motion to approve the application subject to the condition the columns will be wrapped in wood. Christi Tennyson seconded the motion. Six were in favor, none were opposed, one abstained (6-0-1), the motion passed.*
- (F) Case No. D-2025-012 718 Clark Street. Joe Schneider. The applicant is requesting permission to remove an existing garage in the rear of the property [Commons Preservation District, Ward 1]. *Michelle Beucke was present to answer questions for the Board. Steve Hollander made a motion to find the structure historically significant. John Donnelly seconded the motion. None were in favor, six were opposed, and one abstained (0-6-1). The structure was found to be not historically significant and approved for demolition.*

- (G) Case No. SP-2025-013 718 Clark Street. Joe Schneider. The applicant is requesting permission to construct a new garage in the rear of the property [Commons Preservation District, Ward 1]. ***Michelle Beucke was present to answer questions for the Board. Steve Hollander made a motion to approve the projects as submitted. Jill Ryan seconded the motion. Six were in favor, none opposed, and one abstained (6-0-1). The motion passed.***
- (H) Case No. SP-2025-09 300 South 5th Street. Peter Schwartz. The applicant is requesting approval for the redesigned site plan for First Capitol Place Apartments [Extended Historic Preservation District, Ward 2]. Peter Schwartz with Vessel Architecture was present to answer questions for the Board. Council Member Bill Otto spoke in favor of the project. Joe Schneider also spoke in favor of the project. Jill Ryan made a motion to approve the redesigned facades. Dave Settle seconded the motion. Five were in favor, one was opposed, and one abstained (5-1-1). The motion passed.

7. Announcements/Reports from Officers – N/A

8. 2026 Meeting Dates & Deadlines

Steve Hollander made a motion to approve the 2026 Meeting Dates and Deadlines. Christi Tennyson seconded the motion. All were in favor (7-0).

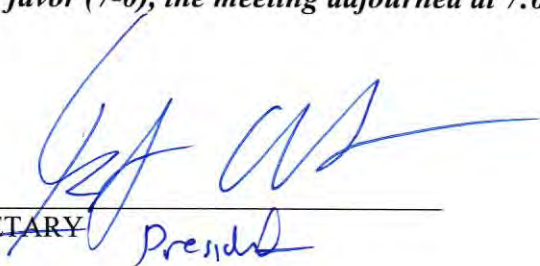
9. Approval of August 18, 2025 regular meeting minutes

Steve Hollander made a motion to approve the minutes, Michelle Beucke seconded the motion. Six were in favor, none were opposed, and one abstained (6-0-1).

10. Adjournment

Michelle Beucke made a motion to adjourn. Christi Tennyson seconded the motion. All were in favor (7-0), the meeting adjourned at 7:03p.m.

SECRETARY


Prensd

DATE

11/17/2025

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended October 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 October 2025.

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

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

Page 7-8, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of October 2025.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JS Dept. Dir. Qao Finance Dir. Qao Dir. of Admin. 9

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 10/31/25

General Fund

Revenue:	Amended Budget 2024		Audited Actual 2024		Amended Budget 2025		Unaudited Actual 2025		Difference	Notes
	Budget	Actual	% of Budget	% of Budget	Budget	Actual	% of Budget			
Property Taxes	\$10,109,066	\$10,163,168	101%		\$10,595,886	\$4,759,112	45%		(\$5,836,774)	
Utility Taxes	\$9,984,018	\$8,505,387	85%		\$8,438,857	\$7,546,436	89%		(\$892,421)	
Sales Taxes	\$12,668,921	\$12,279,031	97%		\$13,175,678	\$10,305,988	78%		(\$2,869,690)	
Use Tax	\$4,000,000	\$6,785,124	170%		\$7,744,331	\$5,913,841	76%		(\$1,830,490)	
Other Tax Revenue	\$1,059,232	\$741,585	70%		\$944,875	\$511,810	54%		(\$433,065)	
Gaming Tax	\$7,246,085	\$7,246,086	100%		\$7,068,546	\$5,735,226	81%		(\$1,333,320)	
Licenses and Permits	\$2,625,727	\$2,328,705	89%		\$2,326,320	\$2,230,926	96%		(\$95,394)	
Fines and Fees	\$3,712,140	\$2,758,142	74%		\$2,951,689	\$2,553,868	87%		(\$397,821)	
Charges for Services	\$11,219,890	\$11,035,114	98%		\$12,474,454	\$9,937,635	80%		(\$2,536,819)	
Miscellaneous Revenue	\$765,671	\$726,620	95%		\$931,069	\$782,412	84%		(\$148,657)	
Interest	\$180,000	\$1,876,273	1042%		\$380,000	\$246,706	65%		(\$133,294)	
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	\$90,246	9%		(\$889,472)	
Total Revenue	\$65,327,251	\$65,929,516			\$68,112,423	\$50,615,207			(\$17,497,216)	
Expenditures:										
Personnel Services	\$46,459,307	\$45,833,329	99%		\$51,257,587	\$42,673,952	83%		(\$8,583,635)	
Professional/Purchased Services	\$11,981,342	\$10,860,748	91%		\$12,530,200	\$9,579,933	76%		(\$2,950,267)	
General/Operating Supplies	\$2,815,464	\$2,060,438	73%		\$3,147,338	\$2,457,604	78%		(\$689,734)	
Capital	\$4,476,000	\$2,101,270	47%		\$2,857,540	\$1,809,611	63%		(\$1,047,929)	
Transfers To Other Funds	\$0	\$1,250,000	0%		\$0	\$0	0%		\$0	
Total Expenditures	\$65,732,114	\$62,105,785			\$69,792,665	\$56,521,100			(\$13,271,565)	
Difference in Rev and Exp	(\$404,863)	\$3,823,731			(\$1,680,242)	(\$5,905,893)				
Fund Balance - beginning		\$19,710,306				\$23,534,037				
Fund Balance - ending		\$23,534,037				\$17,628,144				
Street Maintenance										
Revenue	\$10,163,973	\$10,647,346	105%		\$10,823,884	\$9,185,296	85%		(\$1,638,588)	
Expenses	\$14,737,133	\$10,715,902	73%		\$15,163,819	\$11,489,520	76%		(\$3,674,299)	
Difference in Rev and Exp	(\$4,573,160)	(\$68,556)			(\$4,339,935)	(\$2,304,224)			\$2,035,711	
Fund Balance - beginning		\$5,270,318				\$5,201,762				
Fund Balance - ending		\$5,201,762				\$2,897,538				

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 10/31/25

	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	\$5,560,876	63%	(\$3,318,765)	
Expenses	\$9,649,185	\$8,998,656	93%	\$13,558,514	\$8,868,801	65%	(\$4,689,713)	
Difference in Rev and Exp	(\$191,064)	\$3,541,553		(\$4,678,873)	(\$3,307,925)		\$1,370,948	
Fund Balance - beginning		\$2,874,773			\$6,416,326			
Fund Balance - ending		\$6,416,326			\$3,108,401			
Tourism								
Revenue	\$5,721,671	\$5,957,583	104%	\$6,311,372	\$5,267,635	83%	(\$1,043,737)	
Expenses	\$6,044,900	\$5,632,255	93%	\$7,366,875	\$5,093,197	69%	(\$2,273,677)	
Difference in Rev and Exp	(\$323,229)	\$325,328		(\$1,055,503)	\$174,438		\$1,229,940	
Fund Balance - beginning		\$4,157,036			\$4,482,364			
Fund Balance - ending		\$4,482,364			\$4,656,802			
Waterworks								
Revenue: Operating	\$13,061,879	\$14,736,751	113%	\$17,005,695	\$13,329,120	78%	(\$3,676,576)	
Expenses: Operating	\$13,083,400	\$13,057,371	100%	\$14,684,589	\$9,777,668	67%	(\$4,906,921)	
Difference in Rev and Exp	(\$21,521)	\$1,679,380		\$2,321,106	\$3,551,452		\$1,230,345	
Fund Balance - beginning - unrestricted		\$5,806,586			\$7,485,966			
Fund Balance - ending - unrestricted		\$7,485,966			\$11,037,418			
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					
General	\$7,246,085	\$7,247,086	67%	\$7,068,546	\$5,735,226	67%	(\$1,333,320)	
Redevelopment	\$0	\$0	0%	\$0	\$0	0%	\$0	
Street Construction	\$0	\$0	0%	\$0	\$0	0%	\$0	
Major Facilities	\$0	\$0	0%	\$0	\$0	0%	\$0	
Capital Improvement	\$3,261,450	\$2,758,207	33%	\$3,544,064	\$2,875,557	33%	(\$668,507)	
Total Gaming Revenue	\$10,507,535	\$10,005,293	95%	\$10,612,610	\$8,610,784	81%	(\$2,001,826)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
10/31/2025**

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	12/01/2024	11/28/2025	1,000,000.00	2.2500%	96.15	0.183%	8,905,997.72	-	96.19	8,905,997.72	375.12	33,725.23	
USTB			<u>1,000,000.00</u>		<u>96.15</u>		<u>9,867,525.78</u>		<u>96.19</u>	<u>9,867,900.90</u>	<u>375.12</u>	<u>35,416.82</u>	
			\$		\$		\$		\$	\$		\$	\$
Fixed Income Investments													
USTN - 91282C-LY-5	12/01/2024	11/30/2026	2,000,000.00	1.4500%	100.22	1.4500%	2,004,335.94		100.554000	2,011,080.00	6,744.06	35,765.03	
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1,000,000.00	1.4500%	99.57	1.4500%	995,664.06		100.770000	1,007,700.00	12,035.94	13,057.06	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	2,000,000.00	1.4500%	91.47	1.4500%	1,829,453.13		93.905000	1,878,100.00	48,646.87	12,622.95	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.4500%	992,031.25		100.946000	1,008,460.00	16,428.75	15,191.25	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	99.00	1.4500%	990,039.07		101.727000	1,017,270.00	27,230.93	17,356.55	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	2,000,000.00	1.3875%	98.87	1.3900%	1,977,304.69		100.565000	2,011,300.00	33,995.31	32,609.29	
USTN - 91282C-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.8750%	1,002,031.25		100.360000	1,003,600.00	1,568.75	16,304.64	
USTN - 91282-CNU-1	08/15/2025	08/15/2028	1,000,000.00	3.6250%	100.15	3.625%	1,001,484.38		100.082000	1,000,820.00	(664.38)	7,683.42	
USTN - 91282C-KY-6	06/30/2024	06/30/2026	2,000,000.00	1.5000%	100.63	1.5000%	2,012,578.13		100.529000	2,010,580.00	(1,998.13)	31,168.47	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.4700%	1,015,117.19		103.573000	1,035,730.00	20,612.81	134.66	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.4600%	994,882.81		100.894000	1,008,940.00	14,057.19	21,365.48	
USTN - 91282C-JS-1	01/01/2024	12/31/2025	1,000,000.00	1.4250%	99.83	1.4600%	998,281.25		100.058000	1,000,580.00	2,298.75	14,320.65	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.5000%	960,468.75		100.088000	1,000,880.00	40,411.25	3,087.22	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.5000%	976,601.56		101.588000	1,015,880.00	39,278.44	3,626.37	
USTN - 91282C-KH-3	04/01/2024	03/31/2026	2,000,000.00	1.5000%	99.72	1.5000%	1,994,492.19		100.279000	2,005,580.00	11,087.81	7,912.08	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.5000%	991,640.63		101.192000	1,011,920.00	20,279.37	2,101.64	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.6000%	984,804.69		99.444000	994,440.00	9,635.31	3,076.92	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	2,000,000.00	3.5400%	99.55	3.5400%	1,991,054.69		99.778000	1,995,560.00	4,505.31	6,153.84	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.9000%	1,001,015.63		100.512000	1,005,120.00	4,104.37	1,809.75	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.9000%	1,027,968.75		102.800000	1,028,260.00	291.25	3,938.87	
			<u>26,000,000.00</u>		<u>99.18</u>		<u>25,741,250.04</u>		<u>2,009.54</u>	<u>26,051,800.00</u>	<u>310,549.96</u>	<u>249,286.14</u>	
			\$		\$		\$		\$	\$		\$	\$
REPOS	10/31/2025	11/01/2025	0.00	0.000%	100.000000	0.000%		0.00	100.000000	0.00	0.00	0.00	
OTHER (e)	10/01/2025	10/31/2025			100.000000								
			<u>27,000,000.00</u>				<u>35,608,775.82</u>			<u>35,919,700.90</u>	<u>310,925.08</u>	<u>318,428.19</u>	
			\$		\$		\$		\$	\$		\$	\$

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
 10/31/2025**

	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
<u>Investment Portfolio(Book Value):</u>			
Diversification Summary:			
U.S. Treasury Obligations	9,867,525.78	28%	100%
U.S. Government Agency Securities	25,741,250.04	72%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>35,608,775.82</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	13,873,267.97	39%	
6 to 12 months	0.00	0%	
1 to 2 years	5,989,882.82	17%	
2 to 5 years	15,745,625.03	44%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	<u>35,608,775.82</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>9,867,525.78</u>	<u>28%</u>	min 5%

Interest Earnings Recap:

		<u>Current Year</u>	<u>Prior Year</u>
Interest Income:			
Earned - Year-to-Date		1,196,649.95	1,263,753.84
Realized - Year-to-Date		-	-
Total Outstanding Portfolio at:	10/31	<u>35,608,775.82</u>	<u>34,408,393.44</u>
Weighted Average Rate of Return:			
Current Month		-	-
Year-to-Date		<u>0.0000%</u>	<u>0.0000%</u>

Budget to Actual

		<u>Current Year</u>	<u>Prior Year</u>
Budgeted		300,000	100,000
Actual - Realized		-	-
Actual - Sweep	10/31	925,418	-
Projected		-	-
		<u>925,418</u>	<u>0</u>
Variance - Over (Under) Budget		<u>625,418</u>	<u>(100,000)</u>

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:	10/31	24,714,352.61	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral		24,964,352.61	
Excess of Collateral over Deposits - Aggregate		(\$35,647.39)	100%

Investment Activity for the Month:

<u>Investment</u>	<u>Date of:</u>		<u>Coupon</u>	<u>Yield</u>	<u>Par Value</u>	<u>Purch. Price</u>
	<u>Purchase</u>	<u>Sale/Mat.</u>				
<u>Purchases:</u>						
USTN - 91282CKY6	6/30/2024	6/30/2026	1.5000%	1.5000%	\$ 2,000,000.00	\$ 2,012,578.13
USTN - 91282C-KH-3	04/01/2024	03/31/2026	1.5000%	1.5000%	\$ 1,000,000.00	\$ 1,003,085.94
USTN - 91282C-LP-4	09/30/2024	09/30/2026	1.5000%	1.5000%	\$ 1,000,000.00	\$ 999,062.50
<u>Maturities:</u>						
USTB	10/03/2024	10/02/2025	1.2500%	0.1807%	\$ 1,000,000.00	\$ 961,111.11
USTN - 91282C-JE-2	11/06/2023	10/31/2025	1.5000%	1.5000%	\$ 1,000,000.00	\$ 1,001,562.50
<u>Sales/Calls:</u>						
NONE						



To: Members of City Council

From: Finance

Date: December 2, 2025

Subject: October 2025 Over \$10K Transfers Report

The following budget transfers took place in October 2025:

- The Public Works Department transferred \$126,054.00 from Other Professional Services, \$25,000.00 from Building Maintenance and \$21,750.00 from Contract Operator to cover Electricity expense for Water and Sewer Funds.
- The Engineering Department transferred \$50,000.00 to Other Professional Services Engineering for additional locate services.
- The Police Department transferred \$11,311.37 to Police Special Equipment Non-Capitol for outer carriers and equipment.
- The Police Department transferred \$10,505.14 to Police Training for training professional services.
- The Public Works Department transferred \$51,217.00 to Public Works Special Equipment for filters.
- The Public Works Department transferred \$10,000.00 to Other Capitol Projects for a Spectrophotometer.
- The Parks Department transferred \$14,000.00 to Park Trip Costs for trip supplies.



To: Members of City Council

From: Finance

Date: December 2, 2025

Subject: October 2025 Surplus Report

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

<u>Department</u>	<u>Items</u>	<u>Reason</u>
Parks	Stacking chairs (105) Belnick, 6' folding tables (18), Stacking chairs (300), 2008 Minivan (1) Dodge Grand Caravan, 2021 Patrol SUV (1) Ford Interceptor PD, 2005 Park Ranger handgun (5) Sig Saur 9mm P226, 2009 Park Ranger handgun (1) Sig Saur 9mm P226, 2010 Park Ranger handgun (1) Sig Saur 9mm P226, 2010 Park Ranger handgun (1) Sig Saur 9mm P239, 2014 Park Ranger handgun (3) Sig Saur 9mm P226, 2016 Park Ranger handgun (6) Sig Saur 9mm P226	Vehicles and equipment have met the replacement policy guidelines. Sell at online auction, transfer to possibly another City Department, and Trade-in.
Public Works	Truck bed less tailgate (1) Chevy 2500	New truck box off of animal control truck 359 less the tailgate assembly. Sell at online auction.
Public Works Utilities	4X2 Pickup truck (1) Ford F-250	Obsolete and not compatible with newer equipment. Sell at public auction.



Police	Vehicle (1) Chevy 3500, Vehicle (1) Kia Sorento, Vehicles (2) Ford Explorers	Complying with vehicle/equipment replacement policy. Sell at public auction and sell at online auction.
Public Works Utilities	SVC body truck (1) Ford F-350	Obsolete and not compatible with newer equipment. Sell at public auction.
Public Works	Platform Lift Truck (1) Ford F-550	Broken and cost to repair is not economical. Sell at public auction.

Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Nick Galla/Grace Capritta
Name of Grant:	Congestion Mitigation and Air Quality Agreement		
Grant Amount:	\$ 2,960,000.00		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with Missouri Highway and Transportation Commission to receive Congestion Mitigation and Air Quality federal funds in an amount of \$2,960,000.00 for First Capitol and Kingshighway Roundabout Project CMAQ-7302(721).		
Account/s #:	412-199-199-431401		
Project #:	TBE 2026		

DS
AG

Certifications: to be completed by Originating Department Director

Does this grant require matching funds?	Yes
Does this grant involve supplemental appropriation of funds formulaic grant revenues?	Yes
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: <small>DocuSigned by:</small> <i>Dan Mann</i> <small>147DA4446E33432...</small>	Printed Name: Dan Mann	Date: 11/20/2025
---	----------------------------------	----------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	11/20/2025
Department of Law (for Legality only)	<small>Initial</small> AEM	11/20/2025
Director of Finance (Funds Available)	<small>Initial</small> JP	11/21/2025
Director of Administration (Recommend Approval)	<small>Initial</small> (SD)	11/21/2025
City Council Approval on Consent Agenda		
Mayor (Signature Indicating Approval)		
City Clerk (Signature, Seal and Contract # Assigned)		

Legal has reviewed form of agreement:

DS
MAB



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 12/02/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2 & 9

Sponsor(s): Consent Agenda

Description:

Authorization to enter into an agreement with the Missouri Highway and Transportation Commission to receive Congestion Mitigation and Air Quality federal funds in an amount not to exceed \$2,960,000.00 for the First Capitol Drive and Kingshighway Street Roundabout Project CMAQ-7302(721).

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has been awarded federal Congestion Mitigation and Air Quality (CMAQ) funding for the First Capitol Drive and Kingshighway Street Roundabout project. The project will replace the existing 4-way stop controlled intersection with a new roundabout. The new roundabout has many benefits including reduced travel times along the corridor, reduced traffic emissions and improved safety for all users.

Federal funding is administered through MoDOT. The City will be reimbursed for actual costs up to a maximum amount of \$2,960,000.00. This project has also been recommended to receive \$832,000.00 in St. Charles County TIP funds. The City's matching funds are included in the 2026 CIP. Total project costs are estimated at \$4,000,000.00. Federal funds for design are available in the federal fiscal year 2026.

Staff recommends approval.

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

Fiscal Impact: 2,960,000.00 Yes

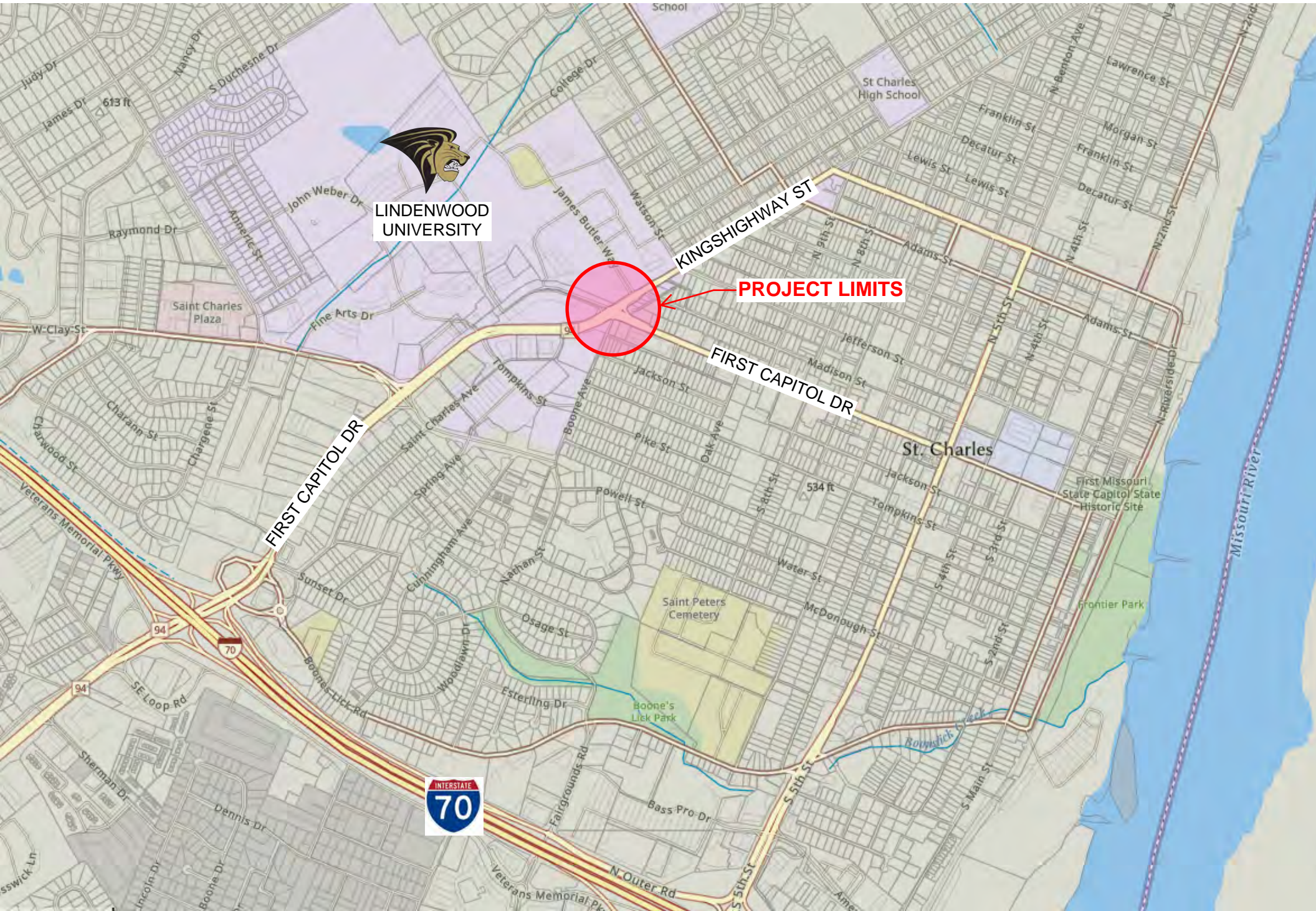
Account #: 412-199-199-431401

Project #: TBE 2026

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

Project Location Map

CMAQ First Capitol Drive and Kingshighway Street Roundabout



PROJECT LIMITS



CCO Form: FS15
Approved: 10/96 (KMH)
Revised: 03/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ-7302(721)
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of St. Charles (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that CMAQ-7302(721) First Capitol Drive and Kingshighway Street is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 USC §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to construct a roundabout and a Shared Use Path at First Capitol Drive and Kingshighway Street.

(2) SCOPE OF WORK: City shall provide planning and implementation of a roundabout and a Shared Use Path in the First Capitol Drive and Kingshighway Street area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public

Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation (“MoDOT” or “Department”) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (ADA) (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose

such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all

records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$2,960,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to

MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

(FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. [However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of the City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to, the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City _____(date).

Executed by MHTC _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ST. CHARLES

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

DocuSigned by:
By: Holly Magdziarz 11/20/2025
25D56664397942C...

Title: Holly Magdziarz City Attorney

Ordinance No. _____

Appendix A - Project Budget

FINANCIAL PLAN					
<i>Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool acquisition and marketing projects may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.</i>					
Phase of Work ⁸	Starting Federal Fiscal Year ⁹	Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2026	\$ 300,000	\$ 240,000	\$ 60,000	20.00%
Right-of-Way (ROW)	FY 2027	\$ 150,000	\$ 120,000	\$ 30,000	20.00%
Construction Engineering	FY 2028	\$ 20,000	\$ 16,000	\$ 4,000	20.00%
Construction / Implementation	FY 2028	\$ 3,230,000	\$ 2,584,000	\$ 646,000	20.00%
TOTAL PROJECT COST		\$ 3,700,000	\$ 2,960,000	\$ 740,000	20.00%

Exhibit A – Scope of Work

Construct a roundabout and a Shared Use Path at First Capitol Drive and Kingshighway Street.

Exhibit B – Project Schedule

Project Description: CMAQ-7302(721) First Capitol Drive and Kingshighway Street

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	10/2025	12/2025	2
Engineering services contract submitted and approved*	12/2025	01/2026	1
Environmental review process- NEPA classification and clearance	01/2026	06/2026	5
Public meeting/hearing	06/2026	07/2026	1
Develop and submit preliminary plans	01/2026	06/2026	5
Preliminary plans approved	06/2026	08/2026	2
Develop and submit right-of-way plans	08/2026	10/2026	2
Review and approval of right-of-way plans	10/2026	12/2026	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	12/2026	01/2027	1
Right-of-way acquisition	01/2027	11/2027	10
Utility coordination	01/2026	04/2028	28
Develop and submit PS&E	11/2027	04/2028	5
District approval of PS&E*	04/2028	06/2028	2
Advertise for bids/bid letting/bid concurrence	06/2028	08/2028	2
Project implementation/construction	08/2028	12/2029	16
* Finish date must match fiscal year for each milestone shown in bold text .			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier 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. 2 CFR 180.330.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) 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, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) 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 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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.

c. 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 by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier 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 with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. 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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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Saint Charles, MO, MO 63301

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Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

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Signature Adoption: Pre-selected Style

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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

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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

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Signed: 11/20/2025 3:11:55 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: 11/20/2025 3:11:57 PM

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Signed: 11/20/2025 3:22:51 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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

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



Sent: 11/20/2025 3:22:54 PM
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 Signed: 11/20/2025 4:07:45 PM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

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



Sent: 11/20/2025 4:07:48 PM
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 Signed: 11/21/2025 8:44:51 AM

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

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



Sent: 11/21/2025 8:44:55 AM
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 Signed: 11/21/2025 9:51:57 AM

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Sent: 11/21/2025 9:52:02 AM
 Viewed: 11/21/2025 5:20:37 PM

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

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

City Clerk - Assign Contract #

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

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

COPIED

Sent: 11/21/2025 8:44:54 AM
Viewed: 11/21/2025 9:16:11 AM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Nick Galla/Grace Capritta
Name of Grant:	Transportation Alternatives Program TAP Agreement		
Grant Amount:	\$ 2,000,000.00		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with Missouri Highway and Transportation Commission to receive Transportation Alternatives Program federal funds in an amount of \$2,000,000.00 for First Capitol Shared Used Path Bridge Project TAP-7302(722).		
Account/s #:	412-199-199-431401		
Project #:	TBE 2026		

DS
AG

Certifications: to be completed by Originating Department Director

Does this grant require matching funds?	Yes
Does this grant involve supplemental appropriation of funds formulaic grant revenues?	Yes
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: <small>DocuSigned by:</small> <i>Dan Mann</i> 147DA4446E33432...	Printed Name: Dan Mann	Date: 11/20/2025
--	----------------------------------	----------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<i>PF</i>	11/20/2025
Department of Law (for Legality only)	<i>H-EM</i>	11/20/2025
Director of Finance (Funds Available)	<i>JS</i>	11/21/2025
Director of Administration (Recommend Approval)	<i>(SD)</i>	11/21/2025
City Council Approval on Consent Agenda		
Mayor (Signature Indicating Approval)		
City Clerk (Signature, Seal and Contract # Assigned)		

Legal has reviewed form of agreement:

DS
MAB



RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 12/02/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Bill # _____

Request for Council Action

Ward(s): 2 & 9

Sponsor(s): Consent Agenda

Description:

Authorization to enter into an agreement with the Missouri Highway and Transportation Commission to receive Transportation Alternatives Program federal funds in an amount not to exceed \$2,000,000.00 for the First Capitol Shared Use Path Bridge Project TAP-7302(722).

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has been awarded federal Transportation Alternatives Program (TAP) funding for the First Capitol Shared Use Path Bridge project. The project will provide a new bridge over First Capitol Drive west of the Kingshighway Street intersection. The new bridge has many benefits to improve safety for all users especially pedestrians and bicyclists crossing First Capitol Drive.

Federal funding is administered through MoDOT. The City will be reimbursed for actual costs up to a maximum amount of \$2,000,000.00. The City's matching funds are included in the 2026 CIP. Total project costs are estimated at \$2,500,000.00. Federal funds for design are available in the federal fiscal year 2026.

Staff recommends approval.

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

Fiscal Impact: 2,000,000.00 Yes _____

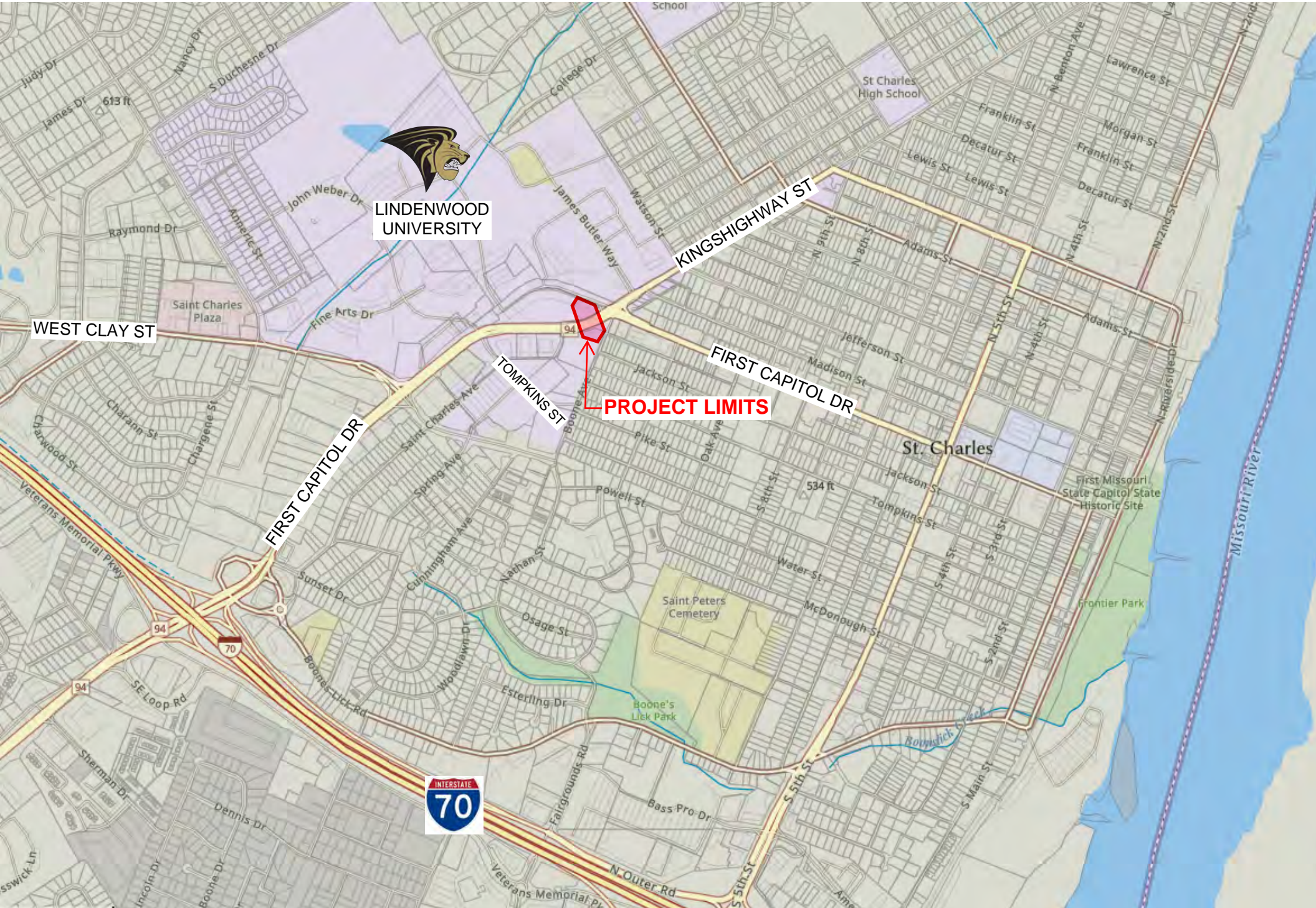
Account #: 412-199-199-431401

Project #: TBE 2026

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

Project Location Map

First Capitol Drive Shared Use Path Bridge



CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 06/25 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-7302(722)
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of St. Charles (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); Title 23 United States Code (USC) §101, §106 §133; and §208 funds to be used for transportation projects. The purpose of this Agreement is to grant the use of such transportation project funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: construct a Shared Use Path with a bridge on First Capitol Drive west of Kingshighway Street.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress

policy.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation (“MoDOT” or “Department”) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules, or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of

"the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(15) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right of way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval

by the Commission.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$2,000,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(21) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and

make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials, or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 USC §323.

(23) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 CFR Part 26, as amended.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(26) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(27) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(29) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ST. CHARLES

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

DocuSigned by:
By: *Holly Magdziarz* 11/20/2025
25D56664397942C...

Title: Holly Magdziarz City Attorney

Ordinance No. _____

Exhibit A - Location of Project

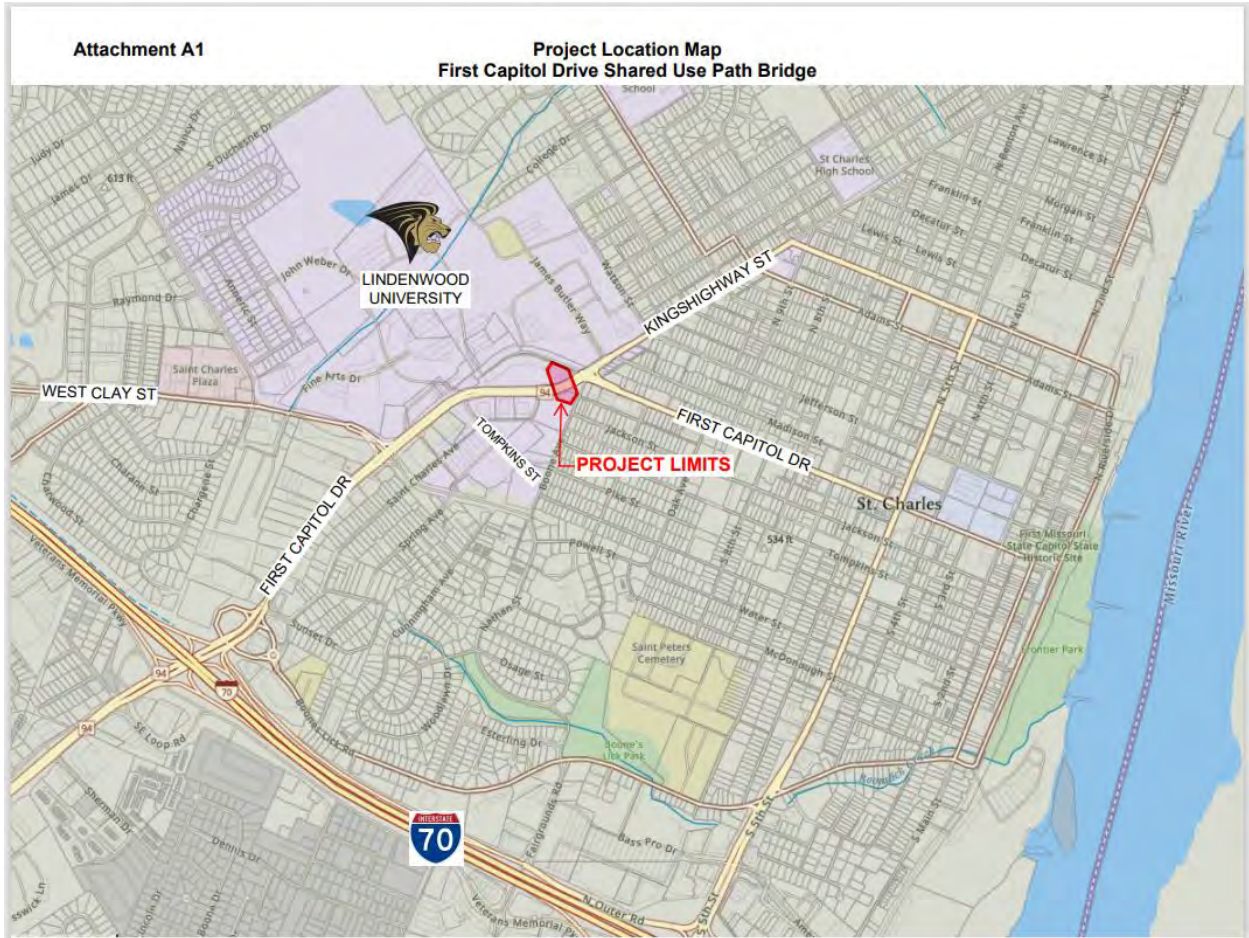


Exhibit B – Project Schedule

Project Description: TAP-7302(722) First Capitol Drive

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	10/2025	12/2025	2
Engineering services contract submitted and approved*	12/2025	01/2026	1
Environmental review process – NEPA classification and clearance	01/2026	06/2026	5
Public meeting/hearing	06/2026	07/2026	1
Develop and submit preliminary plans	01/2026	06/2026	5
Preliminary plans approved	06/2026	08/2026	2
Develop and submit right-of-way plans	08/2026	10/2026	2
Review and approval of right-of-way plans	10/2026	12/2026	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	12/2026	01/2027	1
Right-of-way acquisition	01/2027	11/2027	10
Utility coordination	01/2026	04/2028	28
Develop and submit PS&E	11/2027	04/2028	5
District review and approval of PS&E*	04/2028	06/2028	2
Advertise for bids/bid letting/bid concurrence	06/2028	08/2028	2
Project implementation/construction	08/2028	04/2029	8

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier 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. 2 CFR 180.330.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) 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, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) 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 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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.

c. 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 by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier 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 with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. 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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Certificate Of Completion

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 Source Envelope:
 Document Pages: 28
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 Grace Capritta
 200 N Second St
 Saint Charles, MO, MO 63301
 grace.capritta@stcharlescitymo.gov
 IP Address: 35.130.51.195

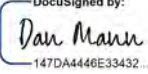
Record Tracking

Status: Original
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 Holder: Grace Capritta
 grace.capritta@stcharlescitymo.gov
 Location: DocuSign

Signer Events

Dan Mann
 daniel.mann@stcharlescitymo.gov
 Director of Engineering
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 147DA4446E33432...
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 Signed using mobile

Timestamp

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 Viewed: 11/20/2025 12:10:55 PM
 Signed: 11/20/2025 12:11:15 PM

Electronic Record and Signature Disclosure: Not Offered via Docusign


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


 Signature Adoption: Uploaded Signature Image
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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

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 Signed: 11/20/2025 3:11:16 PM

Electronic Record and Signature Disclosure: Not Offered via Docusign

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


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

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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)



Sent: 11/20/2025 3:21:40 PM
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 Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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



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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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Lawrence S. Dobrosky, Jr.
 lawrence.dobrosky@stcharlescitymo.gov
 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)



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

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

Sent: 11/21/2025 9:52:28 AM
 Viewed: 11/21/2025 5:21:15 PM

Electronic Record and Signature Disclosure:
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Daniel J. Borgmeyer
 dan.borgmeyer@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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


Requesting Department:	Police	<input type="checkbox"/>	Department Contact:	Amber Pena
Name of Grant:	Bulletproof Vest Partnership			
Grant Amount:	\$ 24,165.00			
New or Renewal:	New			
Amount Budgeted in Previous Year:				
Description/Purpose:	Grant will cover 50% of the cost of vests			
Account/s #:	410-220-131-847-005; 410-199-199-431207			
Project #:	TBD			

DS
AS

Certifications: to be completed by Originating Department Director

Does this grant require matching funds?	Yes	<input type="checkbox"/>
Does this grant involve supplemental appropriation of funds formulaic grant revenues?	No	<input type="checkbox"/>
All obligations of both parties are included in the contract:	Yes	<input type="checkbox"/>
All required forms are current and attached:	Yes	<input type="checkbox"/>

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: Major George Grove	Date: 11/14/2025
--	--	----------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	PF	11/17/2025
Department of Law (for Legality only)	HEM	11/20/2025
Director of Finance (Funds Available)	MS	11/21/2025
Director of Administration (Recommend Approval)	USD	11/21/2025
City Council Approval on Consent Agenda		
Mayor (Signature Indicating Approval)		
City Clerk (Signature, Seal and Contract # Assigned)		

Legal has reviewed form of agreement:

DS
MLP



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 12/02/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All Councilmembers

Description:

The St. Charles Police Department requests an ordinance authorizing the Police Department to perform all acts necessary to apply for and accept the Bulletproof Vest Partnership Grant (BVP) with the US Department of Justice, Office of Justice Programs in the amount not to exceed \$24,165.00.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The St. Charles Police Department has received notification that the 2024 Bulletproof Vest Partnership (BVP) is accepting applications for federal funding assistance for local law enforcement agencies. The application must be submitted online by December 19, 2025. The BVP will cover 50% of the cost of vests. All St. Charles Police Officers and Police Service Officers wear and need protective vests; the body armor is on a five (5) year replacement schedule. Attached for review is the Announcement and Facts Sheet of the program. An analysis was done based on a replacement schedule for the next two (2) years and the requested amount is not to exceed \$24,165.00. This is 50% of the total amount needed for replacement based on \$895.00 per vest.

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

Fiscal Impact: 24,165.00 Select One _____

Account #: 410-220-131-847-005; 410-199-199-431207

Project #: TBD

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

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\), Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Law Enforcement Officer Definition: “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



FACT SHEET

Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bj.a.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

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e.g. name@example.com

Share Bulletin



Bulletproof Vest Partnership (BVP) Program Application Period Open

OJP Communications sent this bulletin at 10/20/2025 05:07 PM EDT

[View as a webpage / Share](#)



Dear BVP Participant:

The Office of Justice Programs' [Bureau of Justice Assistance](#) is opening the Fiscal Year (FY) 2025 [Bulletproof Vest Partnership \(BVP\) Program](#) application period today, Monday, October 20, 2025. All applications must be submitted online at [Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by **6:00 pm Eastern Time on Friday, December 19, 2025**.

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, *i.e.*, jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the [BVP Fact Sheet](#) for detailed information on the BVP Program. In addition, detailed guides and training materials for the BVP application process and the payment request process can be found at [BVP Program Resources](#). For other questions about the BVP program please see the updated [BVP Frequently Asked Questions \(FAQs\)](#).

FY 2025 BVP Program and Application Requirement Highlights

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, *i.e.*, jurisdictions that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
- **System for Award Management (SAM) Registration Requirement:** An active registration in SAM is required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at [SAM.gov](#) as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please access the SAM support materials here [SAM Help](#). The SAM Helpdesk can be reached at (866) 606-8220.
- **DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD). DIAMD is a single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found in the [User Account Activation Guide](#).
- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. NIJ has started

adding vests to the compliant products list for the new [0101.07 Standard](#). FY 2025 BVP funds may be used for the purchase of eligible vests listed on the 101.06 Standard and the 0101.07 Standard. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the [Mandatory Wear FAQs](#).

- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2025 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on available funding and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please contact the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative](#).

The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the [BJA VALOR Initiative](#) booklet for a detailed synopsis of this important initiative.

Sincerely,

BVP Program Team
Bureau of Justice Assistance
Office of Justice Programs
U.S. Department of Justice



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS



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Certificate Of Completion

Envelope Id: 5DB61BF0-5E85-43FD-95DA-C423C7CAA004

Status: Sent

Subject: Complete with Docusign: BVP Grant

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Siobhan Morris

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

siobhan.morris@stcharlescitemo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Siobhan Morris

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siobhan.morris@stcharlescitemo.gov

Signer Events

George Grove

George.Grove@stcharlescitemo.gov

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
George Grove
1759E0E5CF684AD..

Signature Adoption: Pre-selected Style

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Timestamp

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Signed: 11/14/2025 10:55:34 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Amber Schroeter

amber.schroeter@stcharlescitemo.gov

Senior Financial Analyst

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS
AS

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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Viewed: 11/17/2025 10:28:22 AM

Signed: 11/17/2025 10:33:06 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann

paul.feldmann@stcharlescitemo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Initial
PF

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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Signed: 11/17/2025 10:43:42 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mary Ann Ohms

maryann.ohms@stcharlescitemo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS
MLO

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 11/17/2025 10:43:44 AM

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Signed: 11/20/2025 3:31:24 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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

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



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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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



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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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



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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Sent: 11/21/2025 9:50:59 AM
 Viewed: 11/21/2025 5:19:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

COPIED

Sent: 11/21/2025 8:45:26 AM
Viewed: 11/21/2025 9:16:57 AM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/14/2025 10:51:55 AM
Envelope Updated	Security Checked	11/20/2025 3:13:04 PM

Payment Events	Status	Timestamps
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RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 7

Sponsor(s): N.A.

Description:

4. Case No. SUB-2025-03. (Tempest Properties) A Preliminary Plat application to subdivide the existing undeveloped parcel located at 3601 Huster Road into two (2) lots. The property is zoned I-1/WHP Light Industrial District and is located within the Wellhead Protection District. The subject property is approximately 42 acres and is located in Ward 7.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant is requesting approval of a Preliminary Plat to subdivide the existing undeveloped parcel located at 3601 Huster Road into two (2) lots: Lot 1 (12.62 acres) and Lot 2 (29.54 acres). The purpose of this request is to facilitate the future sale of a portion of the property (proposed Lot 2). No end users or specific development proposals have been identified at this time by the applicant nor is required for lot subdivision. When a future use or user is identified, the developer of that parcel will be required to submit all necessary applications (e.g., site plan, improvement plans, etc.), as applicable, for separate review and consideration by the City.

The Planning and Zoning Commission considered this item at their November 10, 2025 meeting. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

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

A PRELIMINARY PLAT FOR HUSTER INDUSTRIAL CENTER

A TRACT OF LAND BEING
PART OF U.S. SURVEY 205
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF ST. CHARLES
ST. CHARLES COUNTY, MISSOURI

LAND DESCRIPTION:
A TRACT OF LAND BEING ALL OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND STONE WITH CROSS MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 23, TOWNSHIP 47 NORTH, RANGE 4 EAST; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, SOUTH 89 DEGREES 47 MINUTES 55 SECONDS WEST 100 FEET TO THE EAST LINE OF SAID FRACTIONAL SECTION 23; SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF HUSTER ROAD (40 FEET WIDE), THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00 DEGREES 51 MINUTES 10 SECONDS WEST 1400.63 FEET TO THE EAST LINE OF SAID FRACTIONAL SECTION 23; THENCE ALONG SAID EAST-WEST CENTERLINE OF FRACTIONAL SECTION 23, NORTH 86 DEGREES 43 MINUTES 20 SECONDS WEST 1,317.66 FEET TO THE WEST LINE OF SAID FRACTIONAL SECTION 23; THENCE ALONG SAID WEST LINE OF SAID FRACTIONAL SECTION 23, NORTH 86 DEGREES 43 MINUTES 20 SECONDS WEST 1,317.66 FEET TO THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, NORTH 0 DEGREES 00 MINUTES 53 SECONDS EAST 1,394.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.175 ACRES

A PRELIMINARY PLAT FOR
HUSTER INDUSTRIAL CENTER
#3601 HUSTER ROAD
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301
PREPARED FOR:
TEMPEST PROPERTIES
2002 SAWYER BOULEVARD
ST. CHARLES, MO 63301
314-267-0034



**ENGINEERING
PLANNING
SURVEYING**
221 Pocat Vent Blvd.
St. Charles, MO 63301
636-928-5652
FAX 636-1718

Box Engineering Company, Inc.
Missouri Engineering 8000056 Authority
Missouri State Certificate of Authority
Surveying 000004

DATE	CITY COMMENTS
10/09/23	CITY COMMENTS
10/15/23	CITY COMMENTS

DISCLAIMER OF RESPONSIBILITY
The undersigned hereby certifies that the drawings, specifications, estimates, instruments reflecting to or intended to be used for any part or parts of the structural or other than those authorized by my seal.



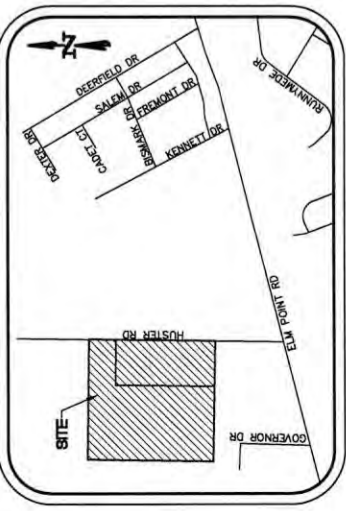
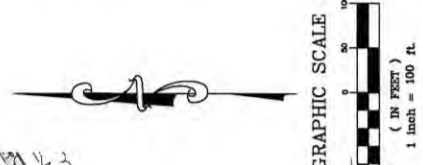
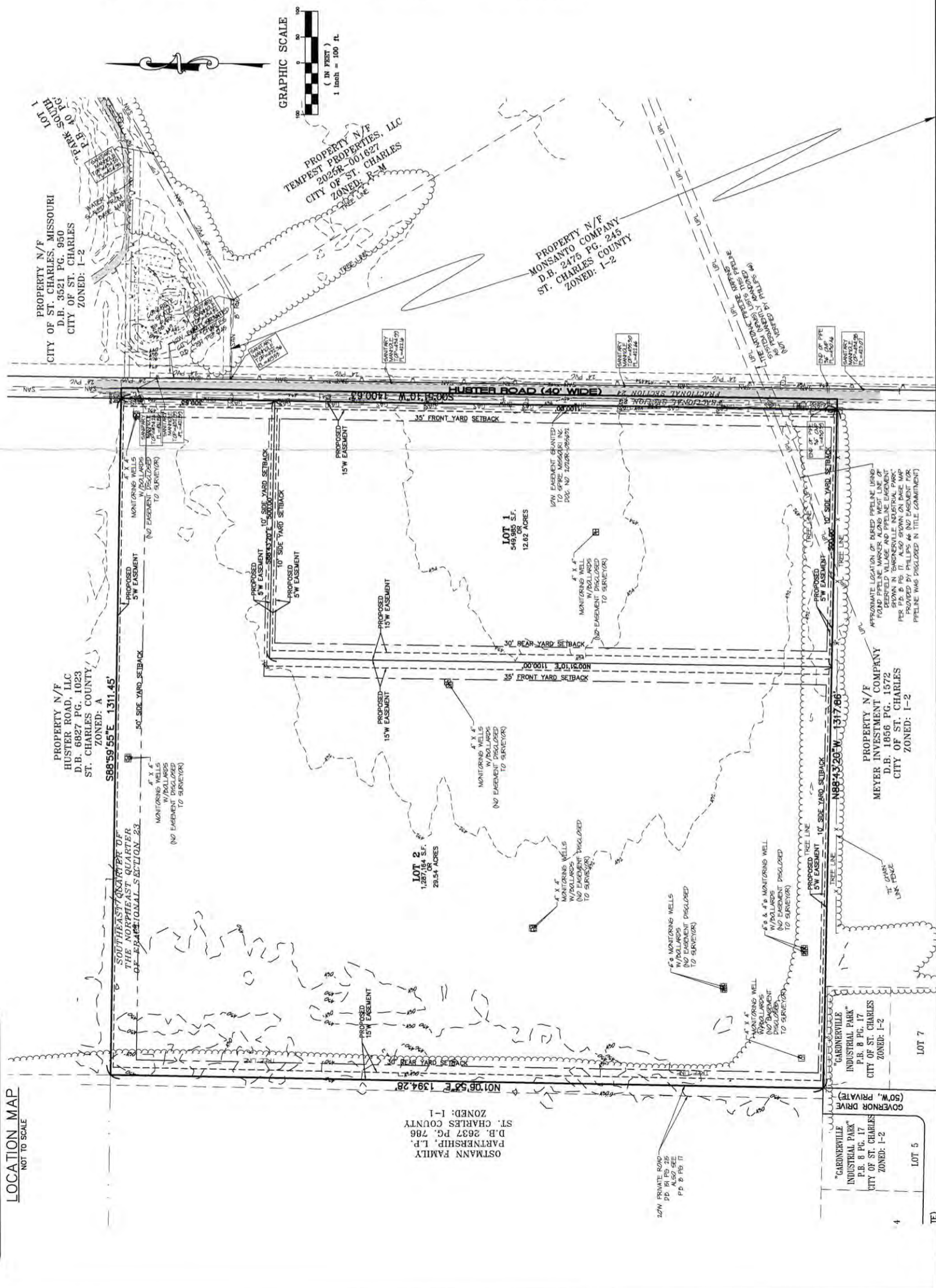
09/15/2025
DATE
23-19043A
PROJECT NUMBER
19043APRE.DWG
FILE NAME
CLM
DRAWN
JBS
DESIGNED
CHECKED

PRELIMINARY
PLAT

1 of 1

DEVELOPMENT NOTES:

- TOTAL GROSS AREA OF TRACT: 42.175 ACRES
- EXISTING ZONING: "I-2" HEAVY INDUSTRIAL WITH "WFO" WELLSHEAD PROTECTION DISTRICT OVERLAY (CITY OF ST. CHARLES)
- PROPOSED LOTS: 2 LOTS
- OWNED INTERESTS OF PROPERTY: TEMPEST PROPERTIES, LLC 3032 SAWYER BOULEVARD ST. CHARLES, MO 63301
- THIS PROPERTY IS SERVED BY THE FOLLOWING UTILITY COMPANIES:
ELECTRICITY: TEMPEST PROPERTIES, LLC 800-897-4173
GAS: SPIRIG GAS COMPANY 888-715-0162
CITY OF ST. CHARLES WATER 636-928-5652
CITY OF ST. CHARLES SANITARY 636-928-5652
AT&T TELEPHONE: 636-949-3387
CITY OF ST. CHARLES FIRE PROTECTION 636-928-5660
COURAGED PARK SCHOOL DISTRICT
- ZONING SETBACK REQUIREMENTS:
FRONT YARD: 35', EXCEPT 50' ACROSS STREET FROM RESIDENTIAL
SIDE YARD: 0', EXCEPT 10' ADJOINING COMMERCIAL & 50' ADJOINING RESIDENTIAL
REAR YARD: 30' ADJOINING COMMERCIAL & 50' ADJOINING RESIDENTIAL
MINIMUM LOT WIDTH: 150'
MINIMUM LOT DEPTH: 200'
MINIMUM LOT AREA = 1 ACRE
- ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ST. CHARLES COUNTY, MISSOURI (DATED MARCH 9, 2021), THIS TRACT LIES WITHIN ZONE "AE" (AREAS DETERMINED TO BE WITH BASE FLOOD ELEVATION (BFE) OR DEPTH).
- UNDERGROUND UTILITIES HAVE BEEN PLATTED FROM AVAILABLE INFORMATION AND THEREFORE LOCATIONS SHALL BE CONSIDERED APPROXIMATE. ONLY THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION IMPROVEMENTS.
- ALL PROPOSED UTILITIES SHALL BE LOCATED UNDERGROUND.
- EASEMENTS WILL BE PROVIDED ON RECORD PLAT.
- BOUNDARY AND TOPOGRAPHIC SURVEY AS COMPILED BY BAY ENGINEERING IN NOVEMBER, 2023.
- MINIMUM LOT AREA PROPOSED = 549,985 S.F. OR 12.62 ACRES
- LOTS WILL BE SERVED BY CITY OF ST. CHARLES WATER DISTRICT.
- LOTS WILL BE SERVED BY CITY OF ST. CHARLES SEWER DISTRICT.
- SUBJECT PROPERTY SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF CITY CODE SECTION 400.020 "WFO" WELLSHEAD PROTECTION DISTRICT.
- TREE PRESERVATION:
EX. TREES = 3.23 ACRES
TREES TO BE REMOVED = 0 ACRES
TREES TO REMAIN = 3.23 ACRES



LOCATION MAP
NOT TO SCALE

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All members of City Council

Description:

A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE FISCAL YEARS 2026 THROUGH 2031.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is the Resolution adopting the Capital Improvement Program as required by Section 8.6 of the City of St. Charles, Missouri Charter.

Attached are the changes to the Mayor's Recommended Version of the Capital Improvement Program for the fiscal years 2026-2031 as presented at the July 8, 2025 work session.

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

Fiscal Impact: N/A

Account #: various

Project #: _____

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

Resolution No. _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West,
Denise Mitchell, Justin Foust, Brian Gould, Michael Galba,
Bart Haberstroh, Steve Hollander

A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SAINT CHARLES, MISSOURI, FOR THE FISCAL YEARS 2026 THROUGH 2031

Whereas, a public notice has been published in accordance with Section 8.6 of Article VIII of the Charter of the City of Saint Charles, Missouri, and a public hearing held December 2, 2025 on the Capital Improvement Program of the City of Saint Charles, Missouri, for the Fiscal Years 2026 through 2031;

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

1. That the Capital Improvement Program proposed by the Mayor be adopted as the Capital Improvement Program of the City of Saint Charles, Missouri, for the years 2026 through 2031.
2. This Resolution shall be in full force and effect from and after its passage by the City Council.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 10/29/2025
Holly Magdziarz, City Attorney Date

City Clerk

City of St. Charles

Summary of Changes to Mayors' Recommended
2026-2031 Capital Improvement Plan

	BUDGETED							Outside Funding	Total	Future
	2026	2027	2028	2029	2030	2031				
Project Totals (Mayor's Recommended)	\$ 38,316,477	\$ 37,390,675	\$ 41,742,949	\$ 37,644,153	\$ 43,086,675	\$ 43,366,547	\$ 38,830,300	\$ 280,377,776	\$ 330,702,316	
Project Changes										
ENG ST-12 (NEW) 1st Capitol & Tompkins	500,000							500,000		
CC-27 (NEW) Replace Padded Chair Inventory	(340,000)							(340,000)		
CC-12 (NEW) Replace Digital Marquee - Outside	340,000	(400,000)						(60,000)		
FM-19 (NEW) Historical Society	36,000							36,000		
PW ST-1 Pavement Improvements - Asphalt and Concrete	(100,000)							(100,000)		
PW ST-6 Pavement Imp - Arterial and Collector Routes	(106,000)							(106,000)		
FM-8 Salt Tarp Replacement	(40,000)							(40,000)		
ENG WR-4 Nathan Avenue Watermain - 24FF	(80,000)	(800,000)			80,000	800,000		0		
ENG WR-10 Lindenwood and Randolph FF	(180,000)	(180,000)	(1,573,600)					(1,753,600)	1,753,600	
ENG WR-14 Fox Hill Road FF			(90,000)	(500,000)				(590,000)	590,000	
PW WR-12 WTP Secondary Basin Equipment Replacement		(500,000)			500,000			0		
PW WR-13 Lindenwood Old Tank Roof Replacement	(500,000)		500,000					0		
PW WR-18 (NEW) Water Long Range Plan		(250,000)			250,000			0		
PW SS-32 (NEW) Heavy Duty Vehicles					(760,000)			(760,000)	760,000	
PW SS-37 (NEW) Safety and Security Upgrades			300,000		(300,000)			0		
Total Project Changes at Mayor's Level	(\$290,000)	(\$2,130,000)	(\$863,600)	(\$500,000)	(\$230,000)	\$800,000	\$0	(\$3,213,600)	\$3,103,600	
Mayor's Proposal New Project Totals	\$ 38,026,477	\$ 35,260,675	\$ 40,879,349	\$ 37,144,153	\$ 42,856,675	\$ 44,166,547	\$ 38,830,300	\$ 277,164,176	\$ 333,805,916	
Mayor's Proposal Total Available Resources:	\$ 43,467,834	\$ 42,876,958	\$ 46,449,113	\$ 44,443,703	\$ 50,107,741	\$ 49,380,123				
Outside Funding - 1st Capitol & Tompkins	\$ 500,000									
Motor Fuel Tax	\$ 246,000									
Mayor's Proposal New Total Available Resources:	\$ 44,213,834	\$ 42,876,958	\$ 46,449,113	\$ 44,443,703	\$ 50,107,741	\$ 49,380,123				
Total Surplus / (Deficiency)	\$ 6,187,357	\$ 7,616,283	\$ 5,569,764	\$ 7,299,550	\$ 7,251,066	\$ 5,213,576				

Per discussion with Dept. Head Mayor / DOA Finance Lease/Debt Service Adjustments

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): M. Hollander, S. Hollander, D. Mitchell,

Description:

Resolution reauthorizing the Historic Facade Improvement Grant Program and adopting revised guidelines.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has had a historic facade improvement grant program in place since the early 2000's with the goal of assisting with the restoration, renovation, and preservation of the City's historic resources. In July of this year, staff presented to Council ideas for modifications to the way the program operates. Included in the resolution and its attachment: a) modifications to eligibility criteria as endorsed by Council at the July work session, b) revised grant limits, c) criteria that restrict the funded work to exterior facade projects only, and d) other clarifications pertaining to the award procedure.

The resolution will allow the program to move forward in 2026 under the revised guidelines.

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

Fiscal Impact: \$ 0.00 N/A N/A

Account #: N/A

Project #: _____

RCA prepared by: ZT Dept. Dir. [Signature] Finance Dir. 900 Dir. of Admin. [Signature]

Resolution No. _____

Sponsors: Mark Hollander, Steve Hollander, Denise Mitchell

**A RESOLUTION APPROVING A REVISED FAÇADE IMPROVEMENT
GRANT PROGRAM AND ADOPTING GUIDELINES FOR SAME**

WHEREAS, the City of St. Charles has a history of providing matching grants to the owners of structures in the City's historic districts that are intended to assist in the preservation of the historical character of the façades of said structures; and

WHEREAS, this grant program has succeeded in assisting with the restoration and preservation of many structures in the City's nationally recognized historic districts; and

WHEREAS, façade improvement grants help improve and preserve historic structures wherever they are located in the City and, in so doing, help protect property values throughout the City; and

WHEREAS, the City wishes to make changes to the Façade Improvement Grant Program to maximize the benefits of the program to the City and to property owners of historic structures.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI AS FOLLOWS:

1. Resolution Numbers R01-26, R03-23, R04-9, R05-5, R05-6, R05-7, R05-15, R05-40, R06-20 and R19-52 pertaining to the Façade Improvement Grant Program, were previously repealed by resolution.
2. Resolution Number R21-033 pertaining to the Façade Improvement Grant Program is hereby repealed.
3. The Façade Improvement Grant Guidelines, attached hereto as Exhibit A, are hereby approved.
4. This Resolution shall be in full force and effect on January 1, 2026.

Resolution No. _____

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/20/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT A

CITY OF ST. CHARLES FAÇADE IMPROVEMENT GRANT PROGRAM GUIDELINES

1. Purpose. The Facade Improvement Grant Program has been established to permit and encourage the preservation of historic structures in the city's recognized historic districts and beyond and to enable property owners throughout the city to maintain and improve their property. The grant is intended to preserve structures in the historic districts, assist projects designed to improve the appearance of historic properties anywhere in the city, and to protect property values. The emphasis of the program is to enhance the exterior facades of structures and grants may be used only for that purpose.
2. Eligibility. To be eligible for a Facade Improvement Grant, the following must be met:
 - A. A structure must have been constructed in 1945 or earlier unless otherwise herein provided. Structures that are individually designated as a local, state, or national historic landmark are also eligible regardless of age.
 - B. Structures built after 1945 that are officially recognized as contributing structures to a national historic district are also eligible.
 - C. Similarly, a structure may be eligible for a facade improvement grant that was built after 1945 but is currently not a listed historic landmark, if the project for which the façade improvement grant is being applied for would make the property eligible for designation as a historic landmark.
 - D. Facade improvement grants may be approved for single family residentially zoned structures and commercially zoned structures but not for industrially zone structures.
3. Annual Appropriations. Grant funds are subject to annual appropriation by the City Council and may or may not be available in any given year. The annual appropriation approved by the City Council for façade grants will be divided equally into two semi-annual halves. When the semi-annual allocation has been awarded, no additional grants will be awarded and no additional grant applications will be accepted until the next semi-annual round.
4. Application. Property owners may apply for a grant of up to fifty percent (50%) of the total investment spent on the eligible renovation, restoration or improvement of the exterior of the property not to exceed \$20,000 for commercial or mixed-use buildings and \$10,000 for residential buildings. Façade grant applications will be considered accepted whenever a complete submittal has been received by the Department of Community Development. A complete submittal shall consist of the following:
 - a. Completed application describing proposed project (on form provided by the Community Development Department).
 - b. Completed W-9 form (provided with the application).
 - c. Bid from at least one (1) licensed contractor. (The Department of Community Development recommends that applicants for façade grants obtain three (3) bids to offer a range for the project cost.)

- d. Copy of the deed to the property showing date of purchase and ownership.

5. Conditions.

- a. Every applicant for a Façade Improvement Grant for property in a historic district must apply for and obtain a Certificate of Appropriateness from the Landmarks Board (or Planning & Zoning Commission if applicable) prior to being awarded the grant. If the property is located in a historic district with established design guidelines, the owner must agree to restore the building to its original historic appearance or to a historic character compatible with the guidelines established for the district. If the structure is located in a historic district that has no established design guidelines, the conditions of the Certificate of Appropriateness will apply.

Geographic Focus:

Priority will be given to projects located within the following historic districts:

- Historic Downtown District
 - South Main Preservation District
 - Frenchtown Preservation District
 - Commons Preservation District
 - Landmarks Preservation District
 - Extended Historic Preservation District
 - Lindenwood Neighborhood District (National District)
 - Midtown Neighborhood District (National District)
 - Any officially recognized or locally designated historic landmark within the City limits
- b. Every applicant for a Facade Grant for property not in a historic district must submit a detailed proposed plan of the improvements to the Department of Community Development. The plans must adhere to all applicable provisions of the Zoning Code and Building Code in effect at the time of the application. The plans must be approved by the Department of Community Development before the grant is awarded to the applicant. In addition, if the proposed work requires a building permit, a permit must be approved and obtained by the applicant before the grant is awarded.
 - c. Façade grant applications will not be accepted for any properties within an Industrial Zoning District.
 - d. A single property may not receive more than one (1) façade grant in a five (5) year period.
 - e. Facade Improvement Grants are intended to assist property owners to preserve structures and maintain stability and property values throughout the city. It is not the intent of the program to provide incentives for speculators or investors to use the grants to increase the profit margin for resale of the property. In order to reinforce this intent, applicants who are awarded Facade Improvement Grants for residential property must retain ownership of the renovated property for a minimum of five (5) years. If the property is sold within the five (5) years, the grant funds must be paid back to the city. Applicants

who are awarded Façade Improvement Grants for commercial property must retain ownership of the renovated property for a minimum of five (5) years. This restriction will be incorporated in a lien on the property which will be removed five (5) years from the date the grant funds were released to the grant recipient.

- f. Projects awarded a façade grant must be completed within one year from the date of approval. Grant recipients who fail to meet this deadline will not be eligible for a façade grant for three (3) years. Extensions of the deadline may be granted by the Director of Community Development upon a showing of good and sufficient cause.
 - g. A façade grant application will not be awarded if the property owner is in default for any applicable city taxes or fees or if there are any outstanding code violations on the subject property.
6. Administration and Award. The Director of Community Development or his or her designee shall create the necessary application forms, contracts, liens and deed restrictions to facilitate the application process for Façade Improvement Grants. All grant applications shall be reviewed and awarded based on the Community Development Department's scoring system for evaluation. The grant recipient shall provide the city with recorded copies of the approved lien and deed restriction (if applicable) for the project prior to issuance of the grant contract.
7. Release of Grant Funds. Prior to the release of Façade Improvement Grant funds by the city, the work shall be inspected and approved by the city to insure the repairs, renovations and modifications comply with the plan approved by the Department of Community Development or with the Certificate of Appropriateness approved by the Landmarks Board. The grant recipient shall provide paid receipts to the city as proof the recipient has spent the total required matching funds.
8. Fees. All recording fees (lien and deed restriction) shall be paid by the applicant

RCA FORM (OFFICE USE ONLY)

Bill # 14025

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All members of City Council

Description:

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is the Ordinance adopting the Operating Budget for the Fiscal Year 2026.

Changes made after the 2026 Mayor's budget presentation on October 14, 2025 worksession are attached.

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

Fiscal Impact: N/A

Account #: various

Project #:

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

Bill No. 14025

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 ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET.

Be it Ordained by the City Council of the City of Saint Charles, Missouri as Follows:

SECTION 1. A budget for the City of Saint Charles, Missouri, is hereby adopted for the period January 1, 2026 to December 31, 2026. A copy of the budget is attached hereto as "Exhibit A" and made a part hereof, as fully as if set forth verbatim herein.

SECTION 2. There is hereby appropriated out of the various funds in the City Treasury such monies as are provided for in the budget of the City for the period January 1, 2026 to December 31, 2026 to defray the cost and expense of operating the city government during that period in accordance with the budget.

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 Form:
Holly Magdziarz 10/29/25
Holly Magdziarz, City Attorney Date

Attest:

City Clerk

Exhibit A

Budget

(On file in the Office of the City Clerk.)

City of St. Charles
 Changes to the Proposed 2026 Operating Budget

<u>Department</u>	<u>Fund</u>	<u>Job</u>	<u>Wages Total (\$)</u>	<u>Benefits Total (\$)</u>	<u>Compensation Changes</u>
Administration	General	Grant Writer	\$ (85,525.66)	\$ (43,756.15)	\$ (129,281.81)
Community Development	General	Sr. Construction Inspector - split with Engineering	\$ 38,661.69	\$ 19,779.32	\$ 58,441.01
Special Events	General	Special Events Coordinator	\$ 54,524.50	\$ 27,894.73	\$ 82,419.23
Special Events	General	Part time workers	\$ (60,000.00)	\$ (4,590.00)	\$ (64,590.00)
		General Fund Total	\$ (52,339.47)	\$ (672.10)	\$ (53,011.57)
Engineering	Street Maintenance	Sr. Construction Inspector - split with Community Development	\$ 38,661.69	\$ 19,779.32	\$ 58,441.01

RCA FORM (OFFICE USE ONLY)

Bill # 14026

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Michael Galba

Description:

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES
ADJUSTING CERTAIN CURRENT FEES AND ADDITION OF NEW FEES

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is the Schedule of Fees, Fines, Costs and Deposits Ordinance changes and fee additions.

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

Fiscal Impact: N/A

Account #: various

Project #: _____

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

Sponsor(s): Michael Galba

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES TO ADJUST CERTAIN FEES AND ADDITION OF NEW FEES

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Section 150.030 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 150.030 Schedule of Fees, Fines, Costs and Deposits.

The following schedule of fees and charges shall apply for all City operations or as imposed by ordinance, unless otherwise specifically provided for elsewhere in the City’s Code of Ordinances, and, further, are subject to any regulation stated therein:

COMMUNITY DEVELOPMENT		
Animal Services		
Adoption fee - cat		\$75.00
Adoption fee - dog		\$90.00
Adoption fee - pocket pet		\$30.00
Pet chipping		\$25.00
Boarding fee		\$30.00/day
Dog / Cat Surrender fee		\$50.00
Mom and Litter Surrender fee		\$100.00
Pocket Pet Surrender fee		\$20.00 per animal
Owner-Requested Euthanasia		\$150.00
Owned-Pet Remains Disposal		\$50.00
Medical fee		\$10.00
Impoundment fee(s):	First impound	\$50.00
Unregistered, unsterilized animal	First Second impound	\$70.00 50.00
	Second Third or subsequent impound	\$100.00 70.00
	Third or subsequent impound	\$100.00
Building Code and Code Enforcement		
Inspections:		
Occupancy, certificate of:		
Commercial, miscellaneous and industrial uses		\$50.00
Rental dwelling unit (unoccupied)		\$50.00
Rental dwelling unit (occupied)		\$200.00
Dwelling inspection by private inspector		\$25.00
Additional and canceled inspections		\$75.00
Miscellaneous:		
Abatement of unmaintained property:	Per occurrence	
Lawns and weeds mowed/remediated		\$80.00 plus actual costs
Search and seizure warrant execution		\$100.00 plus actual costs

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Permits:		
Demolition:		
Demolition restoration	Deposit	\$500.00
Demolition permit		\$100.00
Integrated permit - residential		Greater of \$50.00 or estimated construction cost x permit fee multiplier
Integrated permit - resident, renewal		\$75.00
Integrated permit - non-residential		Greater of \$100.00 or estimated construction cost x permit fee multiplier
Integrated permit - non-residential, renewal		\$150.00
Miscellaneous permits: Electric temporary pole Electrical service repair or upgrade Electrical service reactivation Furnace Air conditioner Water heater Sewer lateral	Per permit	\$50.00
Other permits: Plumbing Electrical Mechanical Building	Per permit	Greater of \$75.00 or estimated construction cost x permit fee multiplier
Plan examinations:		
Plan examination		Greater of \$75.00 of estimated construction cost x 0.002
Expedited plan examination (Building Division plan review)		Greater of \$75.00 or estimated construction cost x 0.004
Subcontractors:		
Drainlayer	2 year permit	\$40.00
Electrician	2 year permit	\$40.00
Plumber	2 year permit	\$60.00
Tinner (HVAC)	2 year permit	\$75.00
Land Use - Planning and Related Permits		
Permits:		
Fence	Per permit	\$25.00
Short-term rental permit	Annual fee	\$500.00
Sign:	Per permit	
Illuminated		\$99.00
Non-illuminated		\$75.00
Preliminary plat review:		
Single-family		\$50.00 plus \$5.00 per lot
Multi-family		\$100.00 plus \$2.00 per unit
Commercial/Industrial		\$100.00 plus \$5.00 per acre

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Land Use - Planning and Review Boards		
Board of Adjustment:		
Variance, application for:		
Commercial		\$300.00
Existing single-family home or duplex		\$100.00
Second request on same property		\$50.00
Appeal		Same as applicable variance rate
HLPARB (Landmarks):		
Site plan review		\$200.00
Certificate of appropriateness, application for (exterior changes)		\$50.00
Planning and Zoning Commission:		
Conditional use, application for		\$300.00
Rezoning, application for		\$300.00
Site plan review		\$200.00
Board of Appeal:		
Review of building regulation/Code decision, application for		\$135.00
ENGINEERING/PUBLIC WORKS		
Excavation, Grading and Stormwater Control		
Improvement Plan Review:		
Improvement Plan Review		\$125.00
Permits and Inspections:		
Excavation and grading:		
Per 1,000 cubic yards (or fraction thereof)		\$20.00
Projects 50 cubic yards to 1,000 cubic yards	Minimum fee	\$75.00
Projects over 1,000 cubic yards	Minimum fee	\$150.00
	Maximum fee	\$2,500.00
<u>Deposit Performance Bond for Earthwork</u>		
<u>Total Quantity of Earthwork (CY)</u>	<u>If site is balanced</u>	<u>If site is more than 30% unbalanced</u>
< 3,000	\$0.00	\$0.00
3,000 – 5,000	\$5,000.00	\$5,000.00
5,001 – 10,000	\$8,000.00	\$10,000.00
10,001 – 50,000	\$12,000.00	\$20,000.00
50,001 – 100,000	\$25,000.00	\$40,000.00
100,001 – 500,000	\$50,000.00	\$75,000.00
> 500,000	\$100,000.00	\$150,000.00
<u>Sanitary sewer lateral disconnection (see R-O-W permit application fee below for additional fees in the right-of-way)</u>		\$75.00
<u>Water service disconnection (see R-O-W permit application fee below for additional fees in the right-of-way)</u>		\$75.00
<u>Sidewalk exemption fee per linear foot</u>		\$30.00
<u>Right-of-way - for conduction of facilities work:</u>		
<u>R-O-W permit application fee:</u>		\$75.00
<u>Each cubic yard of flowable fill backfill</u>		\$70.00 35.00
<u>Each square yard of asphalt surface replaced</u>		\$40.00 20.00
<u>Each square yard of concrete surface replaced</u>		\$50.00 25.00
<u>Each square foot of sidewalk replaced</u>		\$6.00 3.00

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Each 100 -linear feet <u>foot</u> of linear boring or trenching work		\$1.00 50.00
Replacement of surface where no permanent surface is in place		No charge
Right-of-way - for obstruction of:		
R-O-W usage permit fee		\$250.00 200.00
R-O-W security deposit:		
Each cubic yard of rock, soil or other construction material		\$0.00
Dumpsters and portable storage units		\$0.00
All <u>other</u> obstructions		TBD
Sidewalk, curb, curb cut, driveway or street construction:		
Permit filing fee:		
Commercial property		\$75.00
Residential property		\$75.00
Inspection fee	Per lot	\$15.00
Storm sewer building permit:		
Sewer construction permit fee	Fee	\$150.00
Sewer inspection fee		\$100.00 per 300 linear feet
Sewer CCTV fee		\$4.20 per linear foot
Structure moving:		
Structure moving permit fee		\$50.00 per 1,000 linear feet
<u>Encroachment License</u>		
<u>Easement Encroachment License</u>		\$100.00
<u>Right-of-Way Encroachment License</u>		\$100.00
<u>Sidewalk Café Right-of-Way Encroachment License</u>		\$100.00
Sanitary Sewer - Building and Connections		
Sanitary sewer building permit:		
Sewer construction permit fee	Fee	\$150.00
Sewer inspection fee	Deposit	\$100.00 per 300 linear feet, per day
Sewer CCTV fee		\$5.80 per linear foot, per day
Non-compliance with sanitary sewer installation and connection regulations	Fine	\$250.00 per day (minimum)
Sanitary Sewer Services - Rates		
Sewer service rates - customer classifications:		For 2026 2025-only
City resident or commercial bi-monthly charge		\$14.07 13.66
City resident rate per 1,000 gallons		\$9.20 8.93
City commercial rate per 1,000 gallons		\$7.86 7.63
County resident or commercial bi-monthly charge		\$ <u>16.87</u> 16.38
County resident or commercial rate per 1,000 gallons		\$ <u>12.27</u> 11.91
Special bi-monthly charge		\$14.07 13.66
Special rate per 1,000 gallons		\$ <u>7.86</u> 7.63
Sanitary sewer tap-on fee - City resident rate:		
Water meter size:		
All residential		\$1,000.00
3/4 inch		\$1,000.00

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1 inch		\$1,699.00
1.5 inch		\$3,031.00
2 inch		\$4,736.00
3 inch		\$8,744.00
4 inch		\$14,711.00
6 inch		\$28,351.00
8 inch		\$51,368.00
10 inch		\$82,655.00
12 inch and larger		Case by case
Sanitary sewer tap-on fee - County resident rate:		
Water meter size:		
All residential		\$2,000.00
3/4 inch		\$2,000.00
1 inch		\$3,398.00
1.5 inch		\$6,062.00
2 inch		\$9,472.00
3 inch		\$17,488.00
4 inch		\$29,422.00
6 inch		\$56,702.00
8 inch		\$102,736.00
10 inch		\$165,310.00
12 inch and larger		Case by case
Sanitary Sewer Services - Programs		
Sanitary sewer lateral repair fee:		
Imposed on all residential property	Annual fee	<u>\$28.00</u> 20.00
Wastewater Collection and Treatment		
Wastewater FOG discharge permit fee:		
	Annual	\$175.00 150.00
<u>Violation – Failure to Install</u> Violation of permit or any other wastewater collection and treatment systems requirement	<u>Fee</u> Fine , per day	\$750.00 (2 nd N.O.V.) 1,000.00 \$1,000.00 (3 rd N.O.V.)
<u>Violation – Failure to Repair</u>	<u>Fee</u>	\$350.00 (2 nd N.O.V.) 500.00 (3 rd N.O.V.)
<u>Violation – Failure to Clean</u>	<u>Fee</u>	\$350.00 (2 nd N.O.V.) 1,000.00 (3 rd N.O.V.)
<u>Violation – Failure to maintain records</u> Failure to timely comply (in 10 days)	<u>Fee</u> Fine	\$50.00 (2 nd N.O.V.) 250.00 (3 rd N.O.V.)
<u>Violation – Disallow Inspection</u> Re-inspection, to confirm compliance	<u>Fee</u>	\$75.00 (2 nd N.O.V.) 150.00 (3 rd N.O.V.)
<u>Violation – Failure to submit Application for Grease Interceptor Sizing Verification</u>	<u>Fee</u>	\$50.00 (2 nd N.O.V.) 200.00 (3 rd N.O.V.)
Water services - Construction, Repair, Etcetera		
Fire hydrant permit fees:		
Issued to contractors, City residents for jetting streets, construction projects, sewer lines, etc., & watering sod/grass seed in developments		\$100.00 50.00 per day
For larger developments:		
Residential areas		\$100.00 50.00 per day plus \$5.00 per lot
Industrial and commercial areas		\$100.00 50.00 per day plus \$5.00 per 10,000 square feet of land
For swimming pools (residential property owner request)		\$50.00 per pool plus cost per 1,000 gallons

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Water main:		
Water main construction permit fee		\$100.00
Water main inspection fee		\$100.00 per 300 linear feet
Water Services - Rates and Other Charges		
Water service rates - customer classifications:		For 2026 2025 only
City resident or commercial bi-monthly charge		<u>\$8.24</u> 7.85
City resident rate per 1,000 gallons:		
Tier 1 (0 to 7,000)		<u>\$5.11</u> 4.87
Tier 2 (8,000 to 25,000)		<u>\$5.48</u> 5.22
Tier 3 (> 26,000)		<u>\$5.93</u> 5.65
County resident or commercial bi-monthly charge		<u>\$9.89</u> 9.42
County resident rate per 1,000 gallons:		
Tier 1 (0 to 7,000)		<u>\$8.35</u> 7.95
Tier 2 (8,000 to 25,000)		<u>\$8.94</u> 8.51
Tier 3 (> 26,000)		<u>\$9.67</u> 9.21
City commercial rate per 1,000 gallons		<u>\$5.39</u> 5.13
County commercial rate per 1,000 gallons		<u>\$8.78</u> 8.36
Special bi-monthly charge		<u>\$8.24</u> 7.85
Special rate per 1,000 gallons		<u>\$4.86</u> 4.63
Minimum water meter charge - City resident rate		
Water meter size:		
1 inch		<u>\$23.00</u> 10.00
1.5 inch		<u>\$41.00</u> 16.00
2 inch		<u>\$57.00</u> 28.00
3 inch		<u>\$100.00</u> 36.00
4 inch		<u>\$178.00</u> 56.00
6 inch or larger		<u>\$272.00</u> 70.00
8 inch or larger		<u>\$351.00</u>
Minimum water meter charge - County resident rate		
Water meter size:		
1 inch		<u>\$46.00</u> 15.00
1.5 inch		<u>\$82.00</u> 24.00
2 inch		<u>\$114.00</u> 42.00
3 inch		<u>\$200.00</u> 54.00
4 inch		<u>\$356.00</u> 84.00
6 inch or larger		<u>\$544.00</u> 105.00
8 inch or larger		<u>\$702.00</u>
Water tap-on fee - City resident rate		
Water meter size:		
3/4 inch		\$1,000.00
1 inch		\$1,600.00
1.5 inch		<u>\$3,000.00</u> 2,300.00
2 inch		<u>\$5,000.00</u> 3,900.00
3 inch		\$8,600.00
4 inch		\$15,400.00
6 inch		\$34,300.00
8 inch		\$41,400.00
10 inch and larger		\$154,000.00
Unmetered and main extensions and fire		<u>\$6,000.00</u> 2,000.00

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hydrants		
Water tap-on fee - County resident rate		
Water meter size:		
3/4 inch		\$2,000.00
1 inch		\$3,200.00
1.5 inch		\$6,000.00 4,600.00
2 inch		\$10,000.00 7,800.00
3 inch		\$17,200.00
4 inch		\$30,800.00
6 inch		\$68,600.00
8 inch		\$82,800.00
10 inch and larger		\$308,000.00
Unmetered and main extensions and fire hydrants		\$12,000.00 4,000.00
Water tap-on fee - other:		
Sprinkler system		50% increase in above rates
Tap reschedule fee		\$100.00
Water tap-on fee - customers with unmetered fire protection	Annual fee	
Tap size at water main:		
2 inch or less		\$350.00 30.00
3 inch		\$700.00 100.00
4 inch		\$1,200.00 125.00
6 inch		\$1,700.00 275.00
8 inch		\$2,200.00 500.00
10 inch		\$3,500.00 775.00
12 inch		\$5,500.00 1,100.00
Other Water Services Deposits and Charges		
Backflow prevention device annual inspections, when device installed as required by Section 700.100	Annual fee Late fee	\$14.95 12.95 \$30.00
New owner-occupied water service	Deposit	\$50.00
New tenant water service	Deposit	\$100.00
Reconnection of water service:		
Additional deposit		\$50.00
Reconnection during regular business hours	Fee	\$75.00 65.00
Reconnection not during regular business hours	Fee	\$150.00 100.00
Water meter test fee:		
1 request during life of meter		No charge
Additional tests and meter within AWWA accuracy limits		\$100.00
Water line repair program:		
Imposed on residential property having 4 or fewer dwelling units	Annual fee	\$12.00
FACILITIES - MUNICIPAL PARKING LOTS AND GARAGES		
Garage and EV Charging Stations		
Vehicles entering the Parking Garage on:		
Monday through Friday between 2:01 A.M. and 3:30 P.M.	Fee	\$5.00
Monday through Friday between 3:31 P.M. and 9:00 P.M.		No charge

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Monday through Saturday between 9:01 P.M. and 2:00 A.M. the following day	Fee	\$5.00
Saturday between 2:01 A.M. and 9:00 P.M., and Sunday from 2:01 A.M. through Monday 2:01 A.M.		No charge
Monthly parking cardholders	Fee	\$60.00
Electric Vehicle (EV) Charging Stations:		
Base Rate per kilowatt hour (kWh)		\$0.26/kWh
Idle Fee per minute (for occupying an EV parking space after vehicle charging complete;		\$0.25/min, but not to exceed \$25.00
However, a grace period of 15 minutes will be granted before the idle fee is charged.		
Any additional fee charged by an outside vendor associated with the use of a credit card shall be in addition to the above fees and paid for by the user.		
<u>Transit System</u>		
Transit system ridership fee		\$5.00 per ride (one way)
FINANCE		
Alcohol Licenses General (annual, except as noted)		
Caterers		
For caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises pursuant to Chapter 311, RSMo., and who furnish services for use at a particular event other than at the licensed premises, and not exceeding 50 event days from July 1 to June 30 of any year	1 day 1 year	\$10.00 \$450.00
Manufacturers		
For the manufacture, brewing and sale by manufacturer or brewer of malt liquor containing not in excess of 5% of alcohol by weight		\$300.00
For the manufacture and sale by manufacturer of intoxicating liquor containing not in excess of 22% of alcohol by weight		\$150.00
For manufacturing, distilling or blending and for sale by the manufacturer, distiller or blender of intoxicating liquor of all kinds		\$300.00
For the manufacturing in quantities not to exceed 75,000 gallons, light wines containing not in excess of 14% of alcohol by weight from grapes, berries and other fruits and vegetables grown in the State, in lieu of the charges herein otherwise provided		\$7.50 per 500 gallons or fraction thereof
Retailers		
For sale of intoxicating liquor at retail in the original package, where such liquor shall not be consumed upon or such original package not be opened upon the premises where sold:		\$150.00
Licensee may apply for a tasting license to conduct wine, malt beverage and distilled spirit tasting on the licensed premises		Additional \$37.50

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Licensee may apply for special Sunday retail original package license during the hours allowed by Missouri law		Additional \$300.00
For sale at retail by the drink, for consumption on premises where sold, of malt liquor, including between the hours of 9:00 A.M. and Midnight on Sunday:		\$52.50
Licensee may apply for special Sunday retail original package license during the hours allowed by Missouri law		Additional \$300.00
For sale at retail by the drink, for consumption on the premises where sold, of malt liquor and light wines containing not in excess of 14% of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables, including the sale of malt liquor between the hours of 9:00 A.M. and Midnight on Sunday		\$52.50
For sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor, including the sale, except on Sunday, of intoxicating liquor in the original package		\$450.00
For sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor on Sunday, and in the original package of all kinds of intoxicating liquor on Sunday		\$200.00
For a restaurant bar located in the Historic Downtown District, for sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor on Sunday, and in the original package of all kinds of intoxicating liquor on Sunday		\$10.00
For sale at retail by the drink, for consumption on the premises where sold, of malt liquor and wine containing not in excess of 14% of alcohol by weight		\$450.00
Wholesalers		
For the sale of intoxicating liquor containing not in excess of 5% of alcohol by weight by a wholesaler to a person duly licensed to sell such malt liquor at retail		\$75.00
For the sale of intoxicating liquor not in excess of 22% of alcohol by weight by a wholesaler to a person duly licensed to sell such intoxicating liquor at retail		\$150.00
For the privilege of selling intoxicating liquor of all kinds by a wholesaler to a person duly licensed to sell such intoxicating liquor at retail		\$375.00
Alcohol Licenses - Other (annual – additional to above)		
Arcade Sunday liquor license		\$300.00
Boats and vessels license to sell intoxicating liquor by the drink at retail for consumption on		\$450.00

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premises of USCG licensed vessel to carry 100 or more passengers		
General - Occupations, Business and the Like Licensing/Fees		
Business license fees		
General merchant:	Annual fee	\$50.00
Banks, banking corporations and trust companies	Annual fee	\$1,000.00
Bed and breakfast:		
2 rooms or less		\$75.00
More than 2 rooms		\$100.00
Bill poster:	Annual fee	
Any person who furnishes billboards or other structures for posting, painting, pasting or fastening thereon for hire or compensation, any bill, lithograph, print, painting or sign used in whole or in part for advertising purposes:		
Per square foot for each billboard located in the City		\$0.50
Minimum fee		\$25.00
Maximum fee		\$2,000.00
But such fee shall not exceed an amount equal to \$100.00 per outdoor advertising structure of the bill poster		\$50.00
Itinerant Merchants and promoters:		
Regular itinerant merchant	3 weeks	\$150.00
Promoter of itinerant merchants	7 days	
1 to 25 itinerant merchants		\$125.00
26 to 50 itinerant merchants		\$225.00
51 to 100 itinerant merchants		\$300.00
101 to 150 itinerant merchants		\$375.00
151 or more itinerant merchants		\$450.00
Open air produce market and food vendor itinerant merchant	Annual fee	\$450.00
Junk dealer	Annual fee	\$50.00
Massage technician license	Annual fee	\$50.00
Pawnbroker	Annual fee	\$500.00
Precious metal and gemstone dealers:		
Established dealer	Annual fee	\$50.00
Itinerant dealer	No longer than 60 days	\$50.00
Short term loan establishment	Annual fee	\$50.00
Solicitor	30 days	\$50.00
Manufacturing/Corporations License Fee		
0 to 1,000 square feet	Annual fee	\$50.00
1,001 to 5,000 square feet		\$75.00
5,001 to 10,000 square feet		\$150.00
10,001 square feet and over		\$200.00
Retail License Fee		
	Annual fee	
Gross receipts less than \$20,000		\$50.00
Gross receipts \$20,000 to \$100,000		\$75.00
Gross receipts over \$100,000		\$0.75 per \$1,000.00, max. \$2,000.00

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Transportation-Related Business		
Carriage license	Per event	\$35.00
Pedal cab or bicycle taxis and rickshaws	Annual fee	\$35.00
Taxicab/limousine license (per vehicle)	Annual fee	\$15.00
Taxicab/limousine operator's license	Annual fee	\$100.00
Tow truck (per vehicle)	Annual fee	\$25.00
FIRE/EMS		
Automatic fire-extinguishing system permit		\$100.00 first 50 sprinkler heads; \$3.00 each additional head; max. \$1,000.00
Certificate of occupancy permit		\$50.00
Fire alarm and detection system permit		\$100.00 first 50 alarm devices and \$3.00 each additional alarm device; max. \$1,000.00
Fire prevention construction permit		\$3.00 per \$1,000.00 of construction cost/min. \$100.00
Fire pump permit		\$150.00
Gate system permit:		\$50.00
Exception: if included in site improvement plan		No charge
Kitchen hood automatic fire-extinguishing system permit	Per system	\$100.00
Operational permit fee:		\$50.00
Exception: sale/storage/display of fireworks		\$250.00
Exception: plant extraction systems	Annual fee	\$250.00
Paint booth fire-extinguishing system permit	Per system	\$100.00
Plan review fee:		\$50.00
If private firm engaged to conduct plan review		Actual cost to City
Site plan review fee		\$100.00
Other and Additional Services		
Additional ambulance and/or medical coverage:		
For special events (min. 4-hour booking):		
— Single FF/EMT	Per hour	\$45.00
Single FF/paramedic	Per hour	\$50.00
ALS ambulance	Per hour	\$120.00
ALS medical response cart	Per hour	\$120.00
Medical station (ALS) tent	Per hour	\$190.00
Extraordinary costs for services:		
Additional cost in event of requested services (e.g., plan review, inspection, etc.) requiring an extraordinary commitment of Fire Department resources		Greater of \$50.00 or City's actual cost
False alarm:		
3rd in a calendar year		\$50.00
4th and each subsequent in a calendar year		\$100.00
Fire watch service	Per hour	\$50.00
Non-compliance with Fire Code		\$100.00
Violation of Fire Code		\$500.00

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MUNICIPAL COURT		
Court Costs		
Cost of Court		\$12.00
Costs assessed per Missouri laws:		
Police Officer training (except non-moving violations)		\$2.00
State's Peace Officer Standards and Training Commission Fund		\$1.00
State's Crime Victims' Compensation Fund		\$7.50
Inmate Security Fund		\$2.00
Statewide court automation		\$7.00
Domestic Shelter Fund		\$4.00
Court Fines		
Parking violation - for which no other penalty is set forth		Not less than \$15.00, no more than \$200.00
Court Fines - Violations Bureau Fine List (assessed court costs included)		
Violations: Animal Nuisance Parking Traffic-related		Per Violations Bureau Fine List (effective 6/2/2021)
Reimbursements/Additional Costs of Court		
Law Enforcement costs related to alcohol and drug offenses		Per schedule
Other costs:		
Mileage related to service of warrants, etc.		Per schedule
Transportation related to apprehension or confinement		Actual costs
POLICE		
General Services		
Criminal record check	Per check	\$5.00
Fingerprinting:	Per service	
City Resident		No charge
Non-resident		\$12.00
Police report/record - copy	Per record	\$10.00
Security Systems and Services		
Alarm system registration		
Residential		
Initial registration fee		\$25.00
* Seniors 60 or older and/or 100% disabled veterans	Fee waived	
Annual renewal fee		No charge
Late registration fee		\$50.00
Commercial		
Initial registration fee		\$50.00
Annual renewal fee		\$50.00
Late registration fee		\$100.00
False alarm fees - per calendar year:		
1st occurrence		No charge
2nd occurrence		\$50.00
3rd - 8th occurrence	Each alarm	\$100.00

Underlined text is inserted. ~~Struck through text~~ is deleted.

9th and any subsequent occurrence	Each alarm	\$200.00
SPECIAL EVENTS		
Events and Festivals		
Parade/walk/run	Application fee	\$100.00
Festival - over 5,000 people	Application fee	\$500.00
Other event/festival	Application fee	\$250.00
Small event/block party - less than 100 people in attendance		No charge
Licenses and Permits		
Alcohol catering license fee	Daily	\$10.00
Promoter's license fee (based on # of vendors):		
1 to 25		\$125.00
26 to 50		\$225.00
51 to 100		\$300.00
101 to 150		\$375.00
151 or more		\$450.00
Tent permit:		
If larger than 400 sq. ft. or for sale of goods or services	Per tent	\$20.00
Other Services		
Fire/EMS services		See Fire above
Police Officer	Per hour	\$60.00
Street closure devices:		
Types of devices:		
Type I barricade	Each	\$7.00
Type III barricade	Each	\$50.00
Channelizer	Each	\$15.00
Delivery and pickup of barricades		
1 to 20 barricades (min. 4 hours)	Per hour	\$125.00
20 + barricades (min. 4 hours)	Per hour	\$250.00
Signs:		
Changeable message sign		\$840.00
Road warning or regulatory sign		\$25.00
"No Parking" notification sign		\$5.00
Water - use of City water source	Per fire hydrant	\$100.00

SECTION 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of passage and approval.

Underlined text is inserted. Struck through text is deleted.

Bill No. 14026

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:



Holly Magdziarz 11/5/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # 14027

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All members of the City Council

Description:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES SECTIONS 700.150 AND 705.220 TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, 2027, 2028, 2029 AND 2030 AND MAKING TECHNICAL AMENDMENTS

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Public Works and Finance departments collaborated for the five-year review and analysis of the water and sewer rates. The proposed water and sewer rates are recommended to support the continued operation, maintenance, capital improvements and debt service of the water and sanitary sewer utilities. The rates consider future growth and needs for the water and sanitary systems.

The proposed rates have been established over the next five (5) years 2026 - 2030. The rates will become effective on January 1, 2026, pending Council approval. Attached are the updated code sections with text additions underlined and text deletions struck through.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

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

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AMENDING SECTION 700.150 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, JANUARY 1, 2027, JANUARY 1, 2028, JANUARY 1, 2029, AND JANUARY 1, 2030.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Section 700.150 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 700.150. Water Service Rates, Deposits And Fees Established By Ordinance.

A. Rates, deposits, fees and charges for water service shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges for water service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on ~~July 1, 2021~~, January 1, 2026, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
Customer Classification:					
City resident or commercial bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
City resident rate per 1,000 gallons:					
Tier 1 (0—7,000)	\$3.97	\$4.19	\$4.42	\$4.64	\$4.87
Tier 2 (8,000—25,000)	\$4.25	\$4.48	\$4.73	\$4.97	\$5.22
Tier 3 (> 26,000)	\$4.60	\$4.85	\$5.12	\$5.38	\$5.65
County resident or commercial bi-monthly charge	\$7.68	\$8.10	\$8.54	\$8.98	\$9.42
County resident rate per 1,000 gallons:					
Tier 1 (0—7,000)	\$6.47	\$6.83	\$7.21	\$7.57	\$7.95
Tier 2 (8,000—25,000)	\$6.93	\$7.31	\$7.71	\$8.10	\$8.51
Tier 3 (> 26,000)	\$7.50	\$7.91	\$8.35	\$8.77	\$9.21
City-commercial rate per 1,000 gallons	\$4.19	\$4.42	\$4.66	\$4.89	\$5.13
County-commercial rate 1,000 gallons	\$6.83	\$7.20	\$7.60	\$7.97	\$8.36
Special bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
Special rate per 1,000 gallons	\$3.77	\$3.98	\$4.20	\$4.41	\$4.63

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<u>Customer Classification:</u>					
City resident or commercial bi-monthly charge	\$8.24	\$8.65	\$9.09	\$9.54	\$10.02
City resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$5.11	\$5.37	\$5.64	\$5.92	\$6.22
Tier 2 (8,000 – 25,000)	\$5.48	\$5.76	\$6.04	\$6.34	\$6.66
Tier 3 (> 26,000)	\$5.93	\$6.23	\$6.54	\$6.87	\$7.21
County resident or commercial bi-monthly charge	\$9.89	\$10.39	\$10.90	\$11.45	\$12.02
County resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$8.35	\$8.76	\$9.20	\$9.66	\$10.15
Tier 2 (8,000 – 25,000)	\$8.94	\$9.38	\$9.85	\$10.34	\$10.86
Tier 3 (> 26,000)	\$9.67	\$10.15	\$10.66	\$11.19	\$11.75
City commercial rate per 1,000 gallons	\$5.39	\$5.66	\$5.94	\$6.24	\$6.55
County commercial rate 1,000 gallons	\$8.78	\$9.22	\$9.68	\$10.16	\$10.67
Special bi-monthly charge	\$8.24	\$8.65	\$9.09	\$9.54	\$10.02
Special rate per 1,000 gallons	\$4.86	\$5.10	\$5.36	\$5.63	\$5.91

- B. Effective July 1, 2010, January 1, 2026, the minimum water meter charges for City residents and for County residents, based upon meter size, were established and are set forth in Section 150.030.
- C. New Customer Deposit.
1. Each new owner-occupied water service customer and each new tenant water service customer shall pay to the City an initial deposit in the amounts stated in Section 150.030. The deposit shall be returned to the customer when:
 - a. The customer discontinues water service, in which case the City shall refund the deposit by first crediting the customer's account to offset the final bill and then issuing a check for any remaining amount due to the customer; or
 - b. The customer has no delinquent water bills during a two-year period, in which case the City shall refund the deposit by crediting the customer's account to offset subsequent bills.
 2. No customer shall be required to pay a deposit who has previously owned or leased property in the City within the preceding five (5) years, paid the deposit, and had the deposit returned after the two-year period.

- D. There is established an additional deposit requirement and a reconnection fee for all water service reconnections made during regular business hours; and for reconnections not made during regular business hours, an additional fee shall be charged. These fees are stated in Section 150.030. At the time a reconnection is made, the customer is required to pay to the City the full amount due on the delinquent bill, the additional deposit requirement and the reconnection fee. Notwithstanding the foregoing, no owner-occupied deposit account shall exceed one hundred fifty dollars (\$150.00) and no tenant water service customer account shall exceed two hundred dollars (\$200.00). For purposes of this Section, regular business hours are Monday through Friday on days City Hall is open for business and between the hours of 8:00 A.M. and 4:30 P.M. There shall be no fee charged for emergency reconnection of water service.
- E. Tap Reschedule Fee.
1. Forty eight (48) hours notice is required for scheduling taps.
 2. The contractor is responsible for all excavations, shoring or sloping if needed and site restoration. The City of St. Charles Water Division reserves the right to deny tapping procedure if unsafe or hazardous conditions are present.
 3. Upon arrival to the site, all material will be inspected by water division personnel to ensure compliance with material specifications. If materials are not in compliance or on site and ready for inspection, the tap must be rescheduled when materials are in compliance or on site ready for inspection and excavation is deemed acceptable. A one hundred dollar (\$100.00) rescheduling fee must be paid prior to an appointment being rescheduled, to avoid any additional charges, the appointment must be cancelled two (2) hours prior to the scheduled time.
- F. Meter Test Fee. Customers may request a water meter to be tested. The customer can make one (1) request during the life of the meter at no cost to the customer. Routine testing or testing to confirm any abnormalities will be done at the discretion of the Water Department. Customers may be charged the amount stated in Section 150.030 for additional tests requested by the customer if the meter testing shows the meter is within AWWA accuracy limits. Customers may witness the meter test by scheduled appointment only at the Public Works Facility.
- G. There is established an additional fee equal to ten percent (10%) of the water service bill, or a minimum of five dollars (\$5.00), for the late payment of the water service bill.

- H. Effective September 1, 2009, water tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030. Rates for unmetered and main extensions also are listed therein. Sprinkler systems that run off a domestic tap with more than twenty (20) sprinkler heads are subject to a fifty percent (50%) increase in the listed rates.
- I. Water tap-on fees shall not be assessed for construction projects of the City.
- J. Effective January 1, 2018, the annual fee for customers with unmetered fire protection based on the size of the fire line shall be the amounts set forth in Section 150.030, with reference to the tap size at a water main.
- K. Failure of the City to submit a service bill or a delinquent notice shall not excuse the water customer from the obligation to pay for water service when the bill is submitted.
- L. Whenever, for any cause, a water meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of water supplied during such period and the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 2. Section 705.220 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 705.220. Sewer Service Rates Established By Ordinance.

- A. Rates and charges for the use and services of the sanitary sewer system shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges shall be made and collected against each lot, parcel of land or premises which may have any active sewer connection with the sanitary sewer system or which may actively discharge sewage or industrial waste, either directly or indirectly, into such sewer system or any part thereof, unless the City was otherwise contractually obligated to a different rate and charge before the effective date of Ord. No. 79-47, May 16, 1979. The rates and charges for sewer service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on ~~July 1, 2021~~, January 1, 2026, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
Customer Classification:					
City resident or commercial bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
City resident rate per 1,000 gallons	\$7.52	\$7.90	\$8.30	\$8.67	\$8.93
City commercial rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63
County resident or commercial bi-monthly charge	\$13.80	\$14.50	\$15.22	\$15.90	\$16.38
County resident or commercial rate per 1,000 gallons	\$10.03	\$10.53	\$11.06	\$11.56	\$11.91
Special bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
Special rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63

	2026	2027	2028	2029	2030
Customer Classification:					
City resident or commercial bi-monthly charge	\$14.07	\$14.49	\$14.93	\$15.37	\$15.84
City resident rate per 1,000 gallons	\$9.20	\$9.47	\$9.76	\$10.05	\$10.35
City commercial rate per 1,000 gallons	\$7.86	\$8.09	\$8.34	\$8.59	\$8.85
County resident or commercial bi-monthly charge	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99
County resident or commercial rate per 1,000 gallons	\$12.27	\$12.64	\$13.01	\$13.40	\$13.81
Special bi-monthly charge	\$14.07	\$14.49	\$14.93	\$15.37	\$15.84
Special rate per 1,000 gallons	\$7.86	\$8.09	\$8.34	\$8.59	\$8.85

- B. Tap-on fees, user charges and surcharges shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. Effective September 1, 2009, sewer tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030.
- C. Sewer tap-on fees shall not be assessed for construction projects of the City.
- D. Failure of the City to submit a service bill or a delinquent notice shall not excuse the sewer customer from the obligation to pay for sewer service when the bill is submitted.
- E. Whenever, for any cause, a meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of sanitary sewer service provided as determined by the estimated amount of water supplied during such period and the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of 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 11/5/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # 14028

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 5

Sponsor(s): Denise Mitchell

Description:

Authorization to acquire right-of-way and easements required for the Beaver Creek Court Bank Stabilization Project by purchase, donation, or eminent domain.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Reitz & Jens has completed pre-final design plans for the proposed Beaver Creek Court Bank Stabilization Project. Existing easements and right-of-way were utilized where possible. However, permanent drainage and utility easements are required for construction of the improvements. Additional easements are needed from two parcels.

For reference, attached is the overall location map highlighting the impacted properties. Based on initial conversations with the residents, they are supportive of the proposed improvements. Staff anticipates acquiring the needed easements for this project by donation.

Staff recommends approval of this Ordinance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: 24ENGSW002

RCA prepared by: NG/GC Dept. Dir. NA For DM Finance Dir. Qao Dir. of Admin. 4

Bill No. 14028

Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE BEAVER CREEK COURT BANK STABILIZATION PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS.

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

SECTION 1. The acquisition by purchase, donation or the power of eminent domain of land, easements or other real property interests for the Beaver Creek Court Bank Stabilization Project as generally depicted on Exhibit A and attached hereto and incorporated by this reference is declared to be necessary for municipal purposes and the acquisition of the property interests is hereby authorized.

SECTION 2. The Mayor, City Clerk and City Staff are hereby authorized and directed to perform all acts necessary to acquire the property interests described above.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

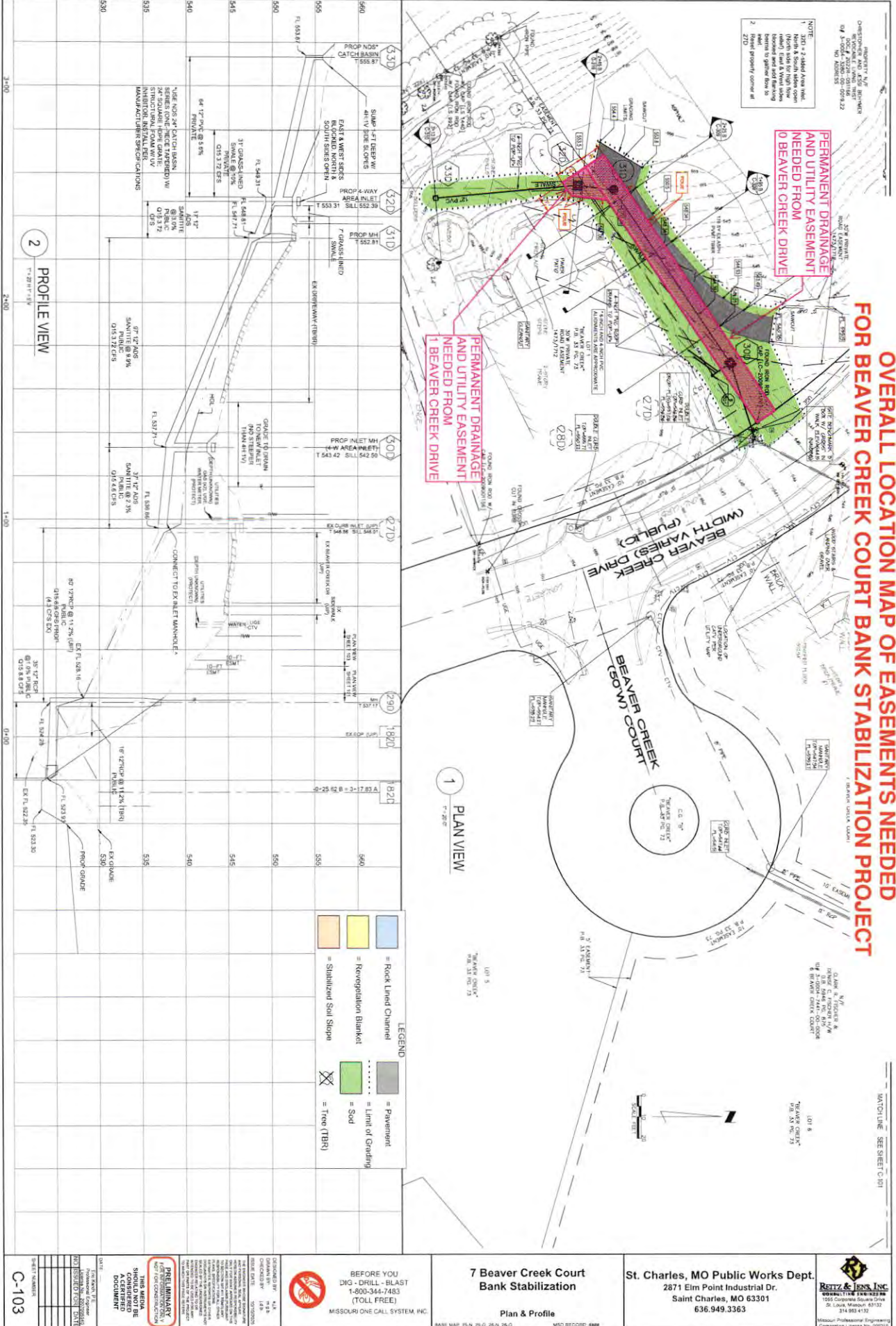
Attest:

Holly Magdziarz 11/5/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk





OVERALL LOCATION MAP OF EASEMENTS NEEDED FOR BEAVER CREEK COURT BANK STABILIZATION PROJECT

NOTE: 1. A shaded area indicates a proposed easement. (North side of high bank easement and south side of easement to be removed to 270 feet primary corner at 270)

PERMANENT DRAINAGE AND UTILITY EASEMENT NEEDED FROM 1 BEAVER CREEK DRIVE

PERMANENT DRAINAGE AND UTILITY EASEMENT NEEDED FROM 0 BEAVER CREEK DRIVE

2 PROFILE VIEW

1 PLAN VIEW

LEGEND

	= Rock Lined Channel		= Sod
	= Revegetation Blanket		= Limit of Grading
	= Stabilized Soil Slope		= Tree (TBR)
	= Pavement		

REVISIONS

NO.	DATE	DESCRIPTION
1	10/17/2025	ISSUED FOR PERMITS

PRELIMINARY
 THIS MEANS SHOULD NOT BE A CARRIED DOCUMENT

BEFORE YOU DIG - DRILL - BLAST
 1-800-344-7483 (TOLL FREE)
 MISSOURI ONE CALL SYSTEM, INC.



7 Beaver Creek Court Bank Stabilization

Plan & Profile

St. Charles, MO Public Works Dept.
 2871 Elm Point Industrial Dr.
 Saint Charles, MO 63301
 636.949.3363

REITZ & JENKINS INC.
 1055 Corporate Square Drive
 St. Louis, Missouri 63117
 314.983.4132
 Missouri Professional Engineering Corporation License No. 000713

RCA FORM (OFFICE USE ONLY)

Bill # 14029

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 8

Sponsor(s): Michael Galba

Description:

Authorization to execute an Ordinance to convert the intersection of Palisades Drive and Copperfield Court to an all-way stop controlled intersection.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Staff has received a safety concern and request for all-way stop control at the intersection of Palisades Drive with Copperfield Court. The City hired TREKK Design Group to collect traffic data and perform stop sign warrants at the intersection. The City uses five criteria (warrants) based on the Manual of Uniform Traffic Control Devices (MUTCD) for guidance to determine when stop signs should be installed. This criteria considers crash history, sight distance, interim measure for signals, traffic volumes, and other factors like left turn conflicts.

The intersection of Palisades Drive and Copperfield Court is currently a two-way stop control intersection with stop signs only along Copperfield Court. Copperfield Court provides access to Highway B and functions as a significant entrance for the subdivision. Based on the data, this intersection met Warrant B for sight distance and Warrant E for other factors related to pedestrian conflicts and access to Highway B & high school; therefore conversion to an all-way stop controlled intersection is recommended.

Staff and Street Committee recommend approval of this Ordinance.

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

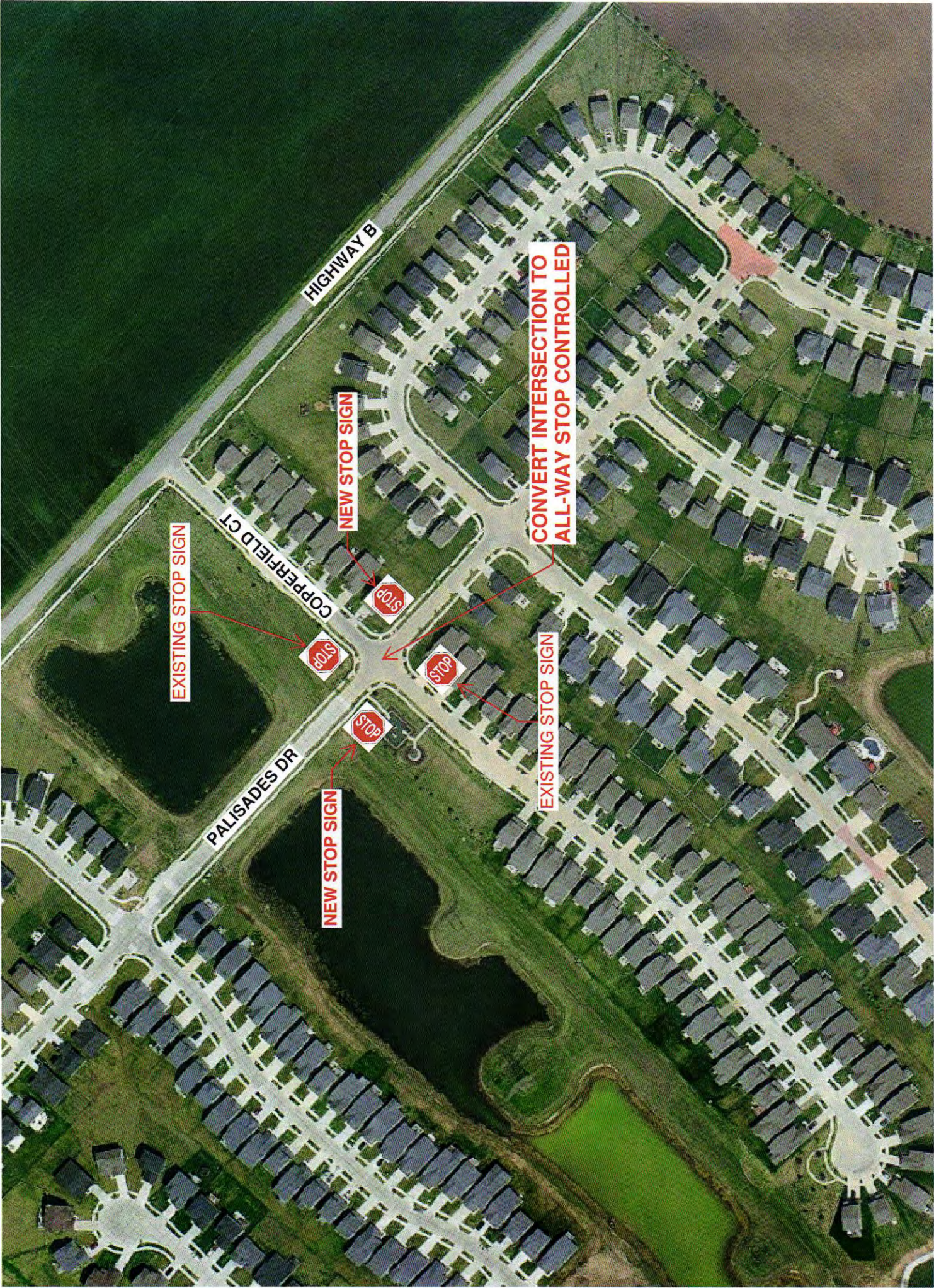
Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: N/A

RCA prepared by: NG/GC Dept. Dir. 745 For DM Finance Dir. Jaw Dir. of Admin. 3

PALISADES DRIVE AND COPPERFIELD COURT ALL-WAY STOP LOCATION MAP



Bill No. 14029

Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF PALISADES DRIVE AND COPPERFIELD COURT TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Two (2) additional stop signs are hereby authorized at the intersection of Palisades Drive and Copperfield Court to convert the intersection to an all-way stop controlled intersection.

SECTION 2. All ordinances in conflict with this ordinance are hereby repealed.

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 11/5/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # 14030

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 7

Sponsor(s): Brian Gould

Description:

Authorization to execute an Ordinance to convert the intersection of Indian Hills Drive and Shawnee Drive to an all-way stop controlled intersection.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Staff has received a safety concern and request for all-way stop control at the intersection of Indian Hills Drive with Shawnee Drive. The City hired TREKK Design Group to collect traffic data and perform stop sign warrants at the intersection. The City uses five criteria (warrants) based on the Manual of Uniform Traffic Control Devices (MUTCD) for guidance to determine when stop signs should be installed. This criteria considers crash history, sight distance, interim measure for signals, traffic volumes, and other factors like left turn conflicts.

The intersection of Indian Hills Drive and Shawnee Drive is currently a one-way stop control intersection with a stop sign only along Shawnee Drive. There is a bus stop at this intersection and the geometry and grading of Shawnee Drive makes visibility of Indian Hills Drive challenging. Based on the data, this intersection met Warrant B for sight distance; therefore conversion to an all-way stop controlled intersection is recommended.

Staff and Street Committee recommend approval of this Ordinance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: N/A

RCA prepared by: NG/GC Dept. Dir. PA For DM Finance Dir. Jao Dir. of Admin. J

INDIAN HILLS DRIVE AND SHAWNEE DRIVE ALL-WAY STOP LOCATION MAP



Bill No. 14030

Ordinance No. _____

Sponsor: Brian Gould

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF INDIAN HILLS DRIVE AND SHAWNEE DRIVE TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Two (2) additional stop signs are hereby authorized at the intersection of Indian Hills Drive and Shawnee Drive to convert the intersection to an all-way stop controlled intersection.

SECTION 2. All ordinances in conflict with this ordinance are hereby repealed.

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 11/5/25
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # 14031

MEETING/DATE: 11/18/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 8

Sponsor(s): Michael Galba

Description:

Authorization to repeal Ordinance 22-152 which established a parking restriction on the south side of Bentwater Place and establish a new parking restriction on the north side of Bentwater Place from 3241 to 3269 Bentwater Place.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Staff has received a petition to change the no parking restriction on Bentwater Place to be on the north side of the road between 3241 and 3269 Bentwater Place. This is about a 400 foot section of roadway with an existing no parking restriction on the south side. The attached petition contains eleven (11) signatures from the residents living along this stretch of road that want the no parking restriction changed. There are no driveways on the south side of the road with more room for on-street parking. The north side of the road has eight driveways and limited space for visitor on-street parking. Attached is a location map.

Staff and Street Committee recommend approval of this Ordinance.

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

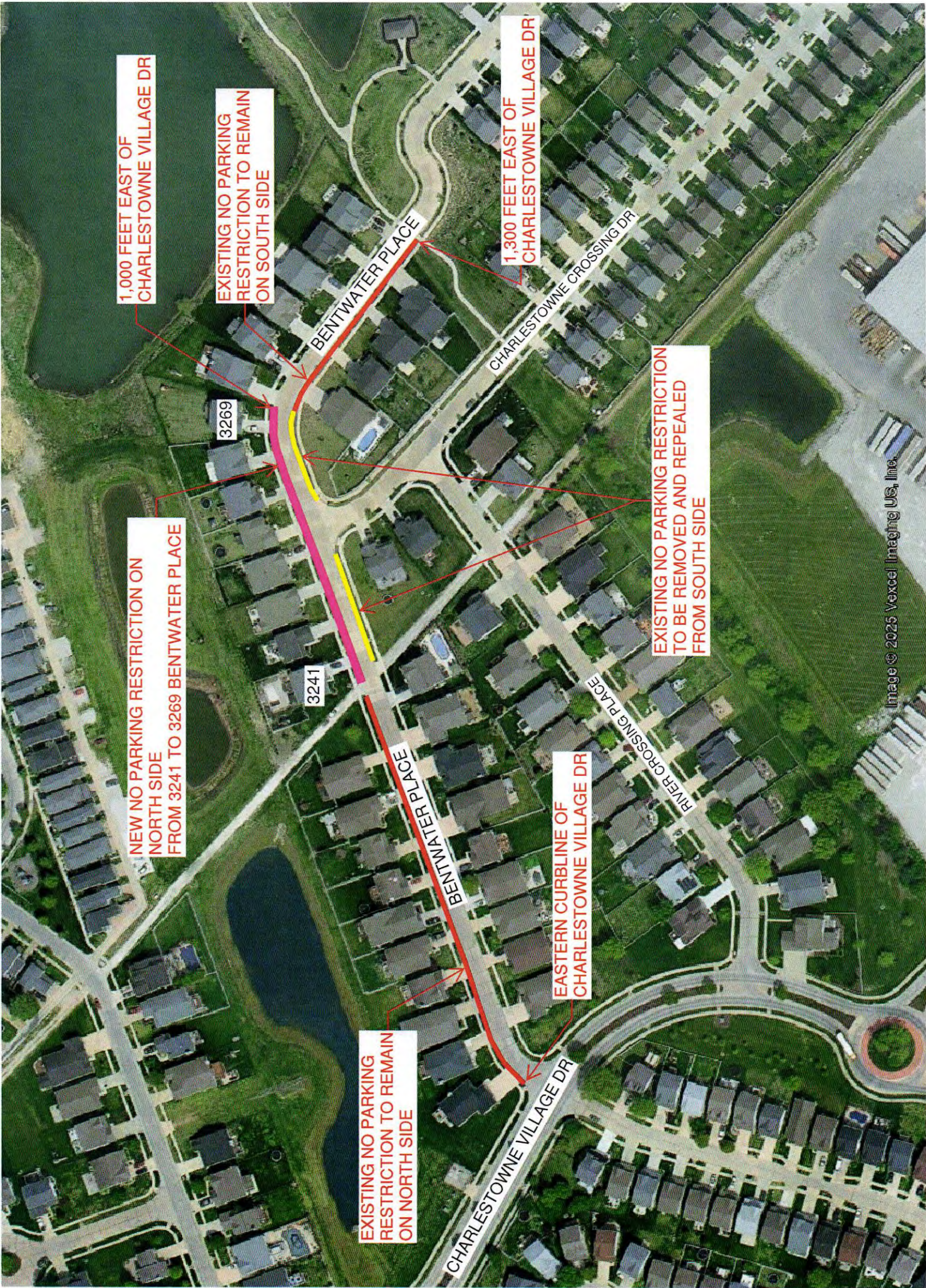
Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: N/A

RCA prepared by: NG/GC Dept. Dir. For DM Finance Dir. gao Dir. of Admin. W

BENTWATER PLACE NO PARKING RESTRICTION LOCATION MAP



1,000 FEET EAST OF CHARLESTOWNE VILLAGE DR

EXISTING NO PARKING RESTRICTION TO REMAIN ON SOUTH SIDE

1,300 FEET EAST OF CHARLESTOWNE VILLAGE DR

NEW NO PARKING RESTRICTION ON NORTH SIDE FROM 3241 TO 3269 BENTWATER PLACE

EXISTING NO PARKING RESTRICTION TO BE REMOVED AND REPEALED FROM SOUTH SIDE

EXISTING NO PARKING RESTRICTION TO REMAIN ON NORTH SIDE

EASTERN CURBLINE OF CHARLESTOWNE VILLAGE DR

The following signatures are from neighborhood residents requesting:

Change in parking restrictions near 3249 Bentwater Place.
 -MOVE NO PARK TO SIDE OF STREET BETWEEN 3241 BENTWATER TO 3269 BENTWATER

Signatures from ONE PERSON PER HOUSEHOLD from a minimum of 10 Households in the Subdivision

	Printed Name	Address	Signature	Date
1	John Russell	3285 Bentwater	[Signature]	9/10/25
2	Michael Pina	3265 Bentwater Pl	[Signature]	09/14/2025
3	Kristy Mudd	3265 Bentwater Pl	[Signature]	9/14/25
4	Daniel Florea	3257 Bentwater Pl	[Signature]	9/14/25
5	Vikas Kankel	3312 Bentwater Pl	[Signature]	09/14/25
6	Michael Apple	3245 Bentwater	[Signature]	9/14/25
7	IAN BROYES	3249 bentwater	[Signature]	9/14/25
8	CHRIS DIETZ	3269 BENTWATER	[Signature]	9/17/25
9	RON STEPHENS	3281 Bentwater	[Signature]	9/19/25
10	Sheryl Lamar	3261 Bentwater Pl	[Signature]	9/19/25
11	Diane L Pila	3601 Sweetwater ^{crossing}	[Signature]	9/19/25
12				
13				
14				
15				
16				
17				
18				
19				
20				

Bill No. 14031

Ordinance No. _____

Sponsors: Michael Galba

AN ORDINANCE REPEALING ORDINANCE NUMBER 22-152 WHICH ESTABLISHED A PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE AND AMENDING SCHEDULE III, TABLE III-A OF CHAPTER 350 OF THE CODE OF ORDINANCES BY ESTABLISHING A NEW PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE.

Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Schedule III, Table III-A of Chapter 350 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by prohibiting parking as follows:

Street

Restriction

Bentwater Place

~~Along the south side beginning at the west curblin~~ Along the north side beginning at a point 220 feet from the west curblin ~~of Charlestowne Crossing Drive west 180 feet; and along the north side beginning at a point 220 feet from the west curblin~~ of Charlestowne Crossing Drive west 160 feet to a point 380 feet from the west curblin ~~of Charlestowne Crossing Drive~~ Along the north side from Charlestowne Village Drive to a point 1,000 feet east of the eastern curblin ~~of Charlestown Village Drive; and along the south side from a point 1,000 feet east of the eastern curblin~~ of Charlestowne Village Drive east 300 feet to a point 1,300 feet east of the eastern curblin of Charlestowne Village Drive.

SECTION 2. All ordinances in conflict with this ordinance, including Ordinance No. 22-152, are hereby repealed.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Underlined text is inserted. Struck through text is deleted.

Bill No. 14031

Date Passed

Michael Galba, Presiding Officer



Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/5/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\PARKING RESTRICTIONS\Bentwater Place_Revised No Parking
Restriction (10-27-2025).doc

Underlined text is inserted. Struck through text is deleted.

RCA FORM (OFFICE USE ONLY)

Bill # 14032

MEETING/DATE: December 2, 2025
Regular(X) Special() Work Session()
ATTACHMENT: YES(X) NO()
Report() Resolution() Ordinance(X)

Request for Council Action

Ward: All

Sponsor: Denise Mitchell

Description:

Master Agreement between City of St. Charles and St. Charles City-County Library District for Community Programs.

- **Contract Extension/Renewal:** Yes() No(X)
- **Information Paper Attached:** Yes(X) No()

Board/Committee/Commission: Approve(X) Disapprove()

Summary:

The St. Charles City-County Library District, under their new CEO John Greifzu asked that the City officially memorialize the partnership between our two entities for the programs we work together on. Currently the Parks & Recreation Department, Fire Department and Oak Grove Cemetery work with the District on the following programs:

- Parks & Recreation - Storytime at Wapelhorst Park (Free reading event hosted in the Park)
- Parks & Recreation/Oak Grove Cemetery- Grave cleaning events (Cleaning of historical monuments)
- Parks & Recreation - Storybook Walk at Fox Hill Park (Laminated pages of books posted in the Park)
- Fire Department – Bookmobile Stop (Provide a space for the bookmobile)

The City Legal Department has created a Master Agreement (attached) to cover the partnership that needs to be approved by the Park Board and City Council. The Library District has already approved. There will be separate Individual Program Agreements (IPA's) for each current program and future programs that will handled by staff.

STAFF RECOMMENDATION: Approve

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

Account #: N/A **Fiscal Impact:** N/A **Project #:** N/A

RCA prepared by: CA Dept. Dir MMB Finance Dir. Jaw Dir. of Admin. J

Bill No. 14032

Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE AUTHORIZING A MASTER AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE ST. CHARLES CITY-COUNTY LIBRARY DISTRICT TO ENABLE FOR THE JOINT PARTICIPATION IN VARIOUS COMMUNITY PROGRAMS.

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

SECTION 1. A Master Agreement between the City of St. Charles, Missouri and the St. Charles City-County Library District ("Agreement") to enable for the joint participation in various community programs, 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 11/7/25
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

MASTER AGREEMENT

St. Charles City-County Library District and City of St. Charles, Missouri

THIS MASTER AGREEMENT ("Agreement") is entered into by and between the ST. CHARLES CITY-COUNTY LIBRARY DISTRICT (the "Library District") and the CITY OF ST. CHARLES, MISSOURI (the "City"), and are collectively referred herein as the "Parties." The effective date of this Agreement shall be the date on which the last party signs this Agreement ("Effective Date").

RECITALS

WHEREAS, the Library District is a public library system and provides library services and community programs; and

WHEREAS, Sections 70.210 and 70.220 RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with other municipalities and political subdivisions for a common service; and

WHEREAS, the Library District and the City wish to participate together in the provision of various community programs from time to time, and to enter into an Individual Program Agreement ("IPA") for each program.

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants, terms and conditions, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are fully incorporated herein this Agreement.
2. Scope of Agreement. Each IPA for the provision of services and/or the use of the other party's real property or resources for purposes of a community program shall be substantially in the form of Attachment A hereto, and each IPA shall be deemed part of and

incorporated into this Agreement. Each party shall bear its own costs for its participation in a community program.

For purposes of clarity only, no compensation or reimbursement is intended to be paid by a party to the other party. The Parties shall bear their own costs associated with this Agreement. The Parties agree and understand that each party may apply for and/or utilize grant-obtained funding for the provision of services, technical assistance or any other expenditure under this Agreement.

3. Term. The term of this Agreement shall be for three (3) years from the Effective Date, and may be extended for additional one (1) year terms by either party upon written notice of such intent to the other party at least thirty (30) calendar days prior to the expiration of the then current term.

4. Termination. This Agreement, or any IPA incorporated herein, may be terminated by any party upon written or email notification to all other parties and shall be effective thirty (30) days from the receipt of such notification.

5. Indemnification; Immunity; Insurance. To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, and its respective board members, officers, elected officials, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits on account of any kind of injury, loss or damage, including costs and reasonable attorneys' fees, that such indemnified party may suffer, sustain or become subject to arising from the indemnifying party's performance of services under this Agreement, or any IPA incorporated herein, or resulting from the negligent acts, errors or omissions of the indemnifying party, or its agents, employees, volunteers or contractors, arising out of the performances of services under this Agreement.

By execution and performance of the Agreement, and any IPA incorporated herein, neither the Library District nor the City intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of either Party or its board members, officers, elected officials, directors, servants, employees, agents, successors or assigns.

The Parties, and each of them, shall procure and maintain, during the period of this Agreement, insurance coverage sufficient to satisfy the liabilities specifically assumed pursuant to this Agreement.

6. Amendment. This Agreement may be amended, changed, modified or altered only by written agreement of the Parties.

7. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

Library District: St. Charles City-County Library District
77 Boone Hills Drive
P.O. Box 529
St. Peters, MO 63376-0529
Attention: CEO

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

8. Confidentiality of Records. Each party is a public governmental body that is subject to Chapter 610, RSMo., and is authorized to disclose records that are responsive to a valid request for such records as required by Chapter 610, RSMo., without additional advanced notice or disclosure to the other party. In addition, the Library District is subject to certain obligations regarding patron library records set forth in Sections 182.815 – 182.817, RSMo. In performing obligations under this Agreement, the City recognizes the legal obligations of the

Library District under these statutes and agrees not to release or disclose library records, or portions thereof, except as permitted in accordance with Missouri law. The Library District shall inform the City participant(s) of such obligations whenever protected records are made accessible to them.

9. Assignment. This Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party.

10. No Joint Venture. This Agreement or any acts pursuant hereto shall not constitute a joint venture or create a partnership, agency or employment relationship between the parties.

11. Controlling Law/Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be brought in the Circuit Court of St. Charles County, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.

12. Compliance with Laws. The Parties shall comply with all applicable laws, federal and state, and with all ordinances and codes of local governments.

13. Integration. This Agreement represents the entire integrated agreement between the Parties as it pertains to the subject matter, and supersedes all prior negotiations, representations or agreements, either written or oral, as to the subject matter referenced herein.

14. Survive Termination. The provisions of Section 5 and 8 shall survive the termination of this Agreement.

15. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument. In addition, a signature to this Agreement that is delivered via facsimile or electronic mail shall be deemed valid as if an original signature.

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

ST. CHARLES CITY-COUNTY
LIBRARY DISTRICT

Daniel J. Borgmeyer, Mayor Date

John Greifzu

John Greifzu, Chief Executive
Officer

Attest:

11/3/25

Date


Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz 11/7/2025

Holly Magdziarz, City Attorney Date

ST. CHARLES PARKS AND RECREATION
BOARD

 11/19/25
By: Sandy Bichel Date
President, Parks & Recreation Board.

Attest:

 11/19/25
Anna Shy Date
Secretary, Parks & Recreation Board

ATTACHMENT A

INDIVIDUAL PROGRAM AGREEMENT # _____

The St. Charles City-County Library District (the "Library District") and the City of St. Charles, Missouri (the "City"), enter into this Individual Program Agreement ("IPA") effective as of the date the last party signs below and subject to the terms and conditions set forth in the Master Agreement entered into by the Parties on _____, 2025.

PROGRAM:

City Department / Contact information:

Library District / Contact information:

Program Description:

Location of Program:

Duration / Dates:

SERVICES:

Description of Services to be performed by the Library District:

Description of Services to be performed by the City Department:

WEATHER PARAMETERS & CANCELLATION POLICIES:

SIGNATURE PAGE FOLLOWS

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

**CITY OF SAINT CHARLES,
MISSOURI**

**ST. CHARLES CITY-COUNTY
LIBRARY DISTRICT**

Name Date
Title
Department

Name: Date

Attest:

Title

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # 14033

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2025-14. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from I-1 Light Industrial District "R-3A" Multiple Family Residential District. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant has submitted two (2) applications for a new residential development within the City of St. Charles. The first application (Z-2025-14) is a request to rezone approximately 8.5 acres from I-1 Light Industrial District to R-3A Multiple-Family Residential District. This rezoning request is intended to establish the underlying zoning for a new residential development. The second application (Z-2025-15) is a request to rezone the same 8.5 acres from the R-3A Multiple-Family Residential District to the PD-R Planned Development – Residential District with the intent of developing 44 townhome dwelling units.

The Planning and Zoning Commission held a public hearing on this item at their November 10, 2025 meeting where the applicant spoke and there were two (2) speakers from the public. One speaker was a neighbor with general questions on the proposal and the other was in opposition due to possible noise concerns from industrial properties. The Commission voted 8 in favor, 0 opposed and 1 abstention to forward the application to the City Council with a favorable recommendation.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #8 & 9

**STAFF REPORT
REZONING CASE NO. Z-2025-14 & Z-2025-15
TRUMAN MEADOWS
NEW PLANNED DEVELOPMENT**

**NOVEMBER 11, 2025
BY MADELYN P. BROWN**

APPLICANT/OWNER: T.R. Hughes Homes
239 Fox Hill Road
St. Charles, MO 63301

ADDRESS/LOCATION: Located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road (Parcel ID # 6-0015-0291-00-0008.1000000)
Ward 6

ACREAGE: 8.5 Acres

EXISTING ZONING: I-1 Light Industrial District

REQUESTED ZONING: 1st: R-3A Multiple-Family Residential District (Z-2025-14)
2nd: PD-R Planned Development-Residential District (Z-2025-15)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	I-1 Light Industrial District	Industrial
South	O-I Office Institution District	Multiple-Family Residential
East	I-1 Light Industrial District	Industrial
West	R-1E Single-Family Residential District	Single-Family Dwellings

REQUEST

The applicant has submitted two (2) applications for a new residential development within the City of St. Charles. The first application (Z-2025-14) is a request to rezone approximately 8.5 acres from I-1 Light Industrial District to R-3A Multiple-Family Residential District. This rezoning request is intended to establish the underlying zoning for a new residential development. The second application (Z-2025-15) is a request to rezone the same 8.5 acres from the R-3A Multiple-

Family Residential District to the PD-R Planned Development – Residential District with the intent of developing 44 townhome dwelling units. This report will analyze the appropriateness of both applications.

ANALYSIS OF REZONING TO R-3A (Z-2025-14)

The existing I-1 Light Industrial District uses allow for commercial/industrial uses of higher intensity; however, does not permit residential development. While the property is adjacent to industrial uses to the east (Eisen Panel Group, 3300 Panel Way) and north (Trinity Products, 3251 Harry S. Truman Blvd), the properties directly south and west are residential. Per the area zoning map below, residential zoning/uses is located within the yellow highlighted areas and is adjacent to the industrial zoning/uses in grey. The Trinity Products site at 3251 Harry S. Truman Blvd is separated from the subject property by the Norfolk Southern Railroad. Additionally, Harry S. Truman Blvd serves as a buffer between the subject property and 3300 Panel Way, whereas the nearby residential properties are located immediately adjacent to the site. Area residents have expressed concerns that additional industrial use(s) could be developed at this location under the current zoning. The proposed rezoning to a residential district would address these concerns and per staff is in the best interest of the surrounding neighborhoods and the overall area. Based on these conditions, a less intense, residential zoning and use is more favorable for this site as opposed to the existing industrial zoning.

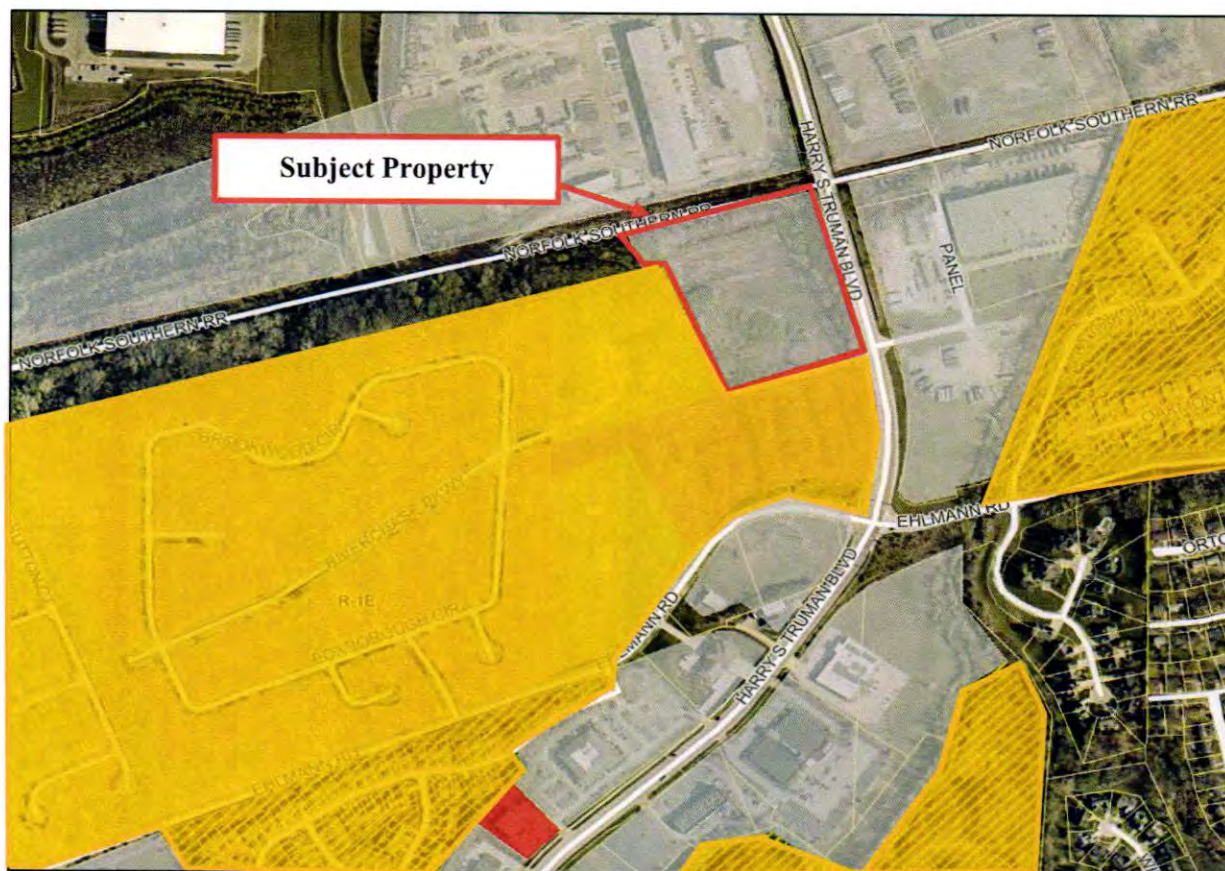


Figure 1: Area zoning map.

The City’s Comprehensive Plan identifies fifteen (15) activity centers that evaluate proposed new land uses on the basis of their proximity to an activity center, rather than on a site-specific map. This land use philosophy bases land use decisions on the level of activity and density the proposed use can be expected to generate, its distance from the activity center, and its appropriateness to the proposed location. The subject property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The Harry S Truman corridor, which bridges the gap between the two activity centers, decreases in intensity from the north to the south. Higher intensity industrial and commercial uses are present north of the Norfolk Southern Railroad, while less intense, mixed-use commercial and residential are present to the south. Further discussion regarding the Comprehensive Plan is provided later in this report in reference to Z-2025-15.

The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property and staff would be supportive of this rezoning to R-3A Multi-Family Residential District.

ANALYSIS OF THE PRELIMINARY DEVELOPMENT PLAN (Z-2025-15)

Overview

The Applicant is proposing to rezone the subject property from R-3A (Z-2025-14) to PD-R Planned Development-Residential for a new, 44 unit single-family townhome development (Truman Meadows). Associated with this request, a Preliminary Development Plan has been submitted for review. The proposal depicts the establishment of residential lots for each townhome unit, common open space, walkways, landscape buffer, storm water detention areas and interior streets.

Land Uses

Per the PD standards, uses within the R-1C, R-1D, R-1E, R-2 and R-3A are permitted associated with a PD-R Planned Development-Residential request; however, only attached single-family residences in both six (6) - and eight (8)-unit attached configurations are proposed. If approved as submitted, no other uses would be permitted without an amendment to the request. Table 1, below, following page details the typical R-3A Multi-Family Residential District standards in comparison to those requested for this PD-R Planned Development.

	R-3A District Standards	Requested PD-R
Permitted Uses	R-1, R-2, All Multi-Family Uses	Townhomes
Density	18 Units per acre	5.17 Units per acre (44 Units in total)
Front Yard Setback	25 ft	20 ft
Side Yard Setback	7 ft	0 ft
Rear Yard Setback	25 ft	12 ft
Min. Distance Between Buildings	30 ft	N/A

Max. Lot Coverage	40%	60%
Min. Lot Area	10,000 sq. ft.	1,600 sq. ft.
Min. Lot Width	75 ft	20 ft
Min. Street Frontage	25 ft	20 ft
Min. Lot Depth	125 ft	80 ft
Max. Building Height	3 stories or 45 ft	N/A

Figure 1: R-3A standards vs proposed PD standards.

The R-3A District standards view a multi-family development as one under single ownership on one large parcel, such as a typical apartment complex, or a condominium-style development where units are subdivided synonymously with the unit footprint but all ground/land is part of a common ownership entity like a Home Owner's Association (HOA). This district does not provide for the product type where the units (in this case townhomes) are not part of one large parcel but are rather subdivided into individual lots. A Planned Development can achieve this style of development, such as the townhomes in the Oakleigh Park Addition at the southeast corner of the intersection of McClay Road and Hackman Road which were approved in 2022 and were also developed by in a similar style to those proposed as part of this application.

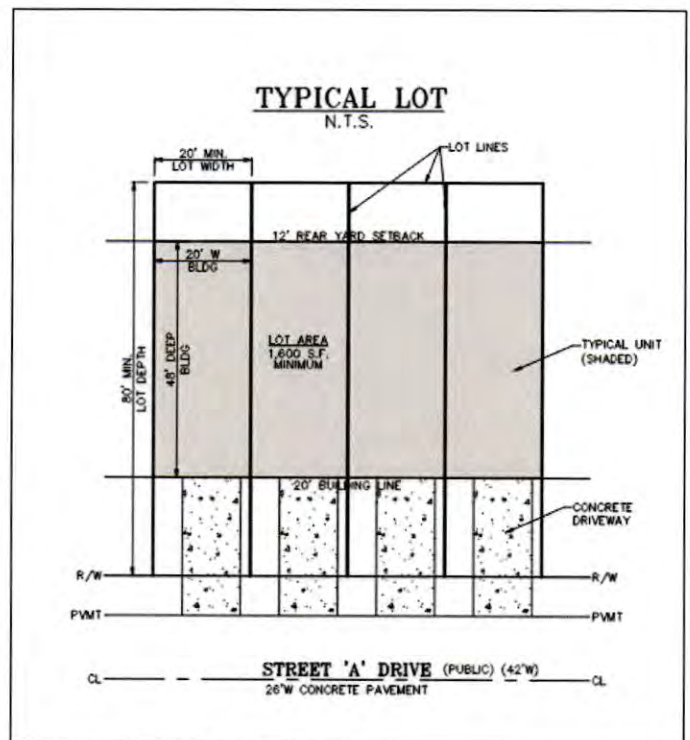


Figure 2: Typical lot detail.

Density

The PD-R zoning district regulations establish maximum densities per acre and the number of dwelling units based on the underlying district which is the proposed R-3A district. Based on the R-3A maximum density (18 units per acre), a total of 150 residential units could be permitted as part of this development. The submitted Preliminary Development Plan proposes a total of 44 units, with an overall density of 5.17 units per acre. While the proposed density is much lower than what is permitted within the R-3A district, the R-1 and R-2 districts would not permit a townhome-style development of this nature. As mentioned above, the proposed density is typical of this style of development and would be compatible as a transition from the nearby residential uses to the higher intensity commercial/industrial uses.

Architectural

The applicant has submitted elevation/façade examples for this development. Building materials include vertical and horizontal siding and architectural shingle roofs. Each unit will also have a one car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 3, on page 5.

While not required by code for single-family residential development (attached or detached), Staff would recommend some masonry be incorporated as a primary material or the street facing facade. The addition of masonry would assist in the proposed development meeting the purpose statement of PD to provide “promote a more desirable community environment”. Similar to the Oakleigh Park Addition (referenced above), which incorporates masonry as a primary building material, the inclusion of masonry elements would ensure architectural consistency with comparable developments within the City. If the Planning and Zoning Commission agrees, a condition has been proposed to by staff to reflect this recommendation. If the Commission does not believe masonry is appropriate, this condition may be removed.



Figure 3: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide private drive (Truman Circle) is proposed to access the townhome driveways, leading to the one-car garages and main entrances. The primary, and only entrance to subdivision is from the east side of the subject property, from Harry S. Truman Boulevard. The Fire Marshal has reviewed this plan and approves the proposed access. The City’s Engineering Department has also determined that a traffic study is not required or warranted. Additionally, the sight distance at the proposed access point has been reviewed and found to be compliant with City standards, as the Engineering Department has approved the design as proposed.

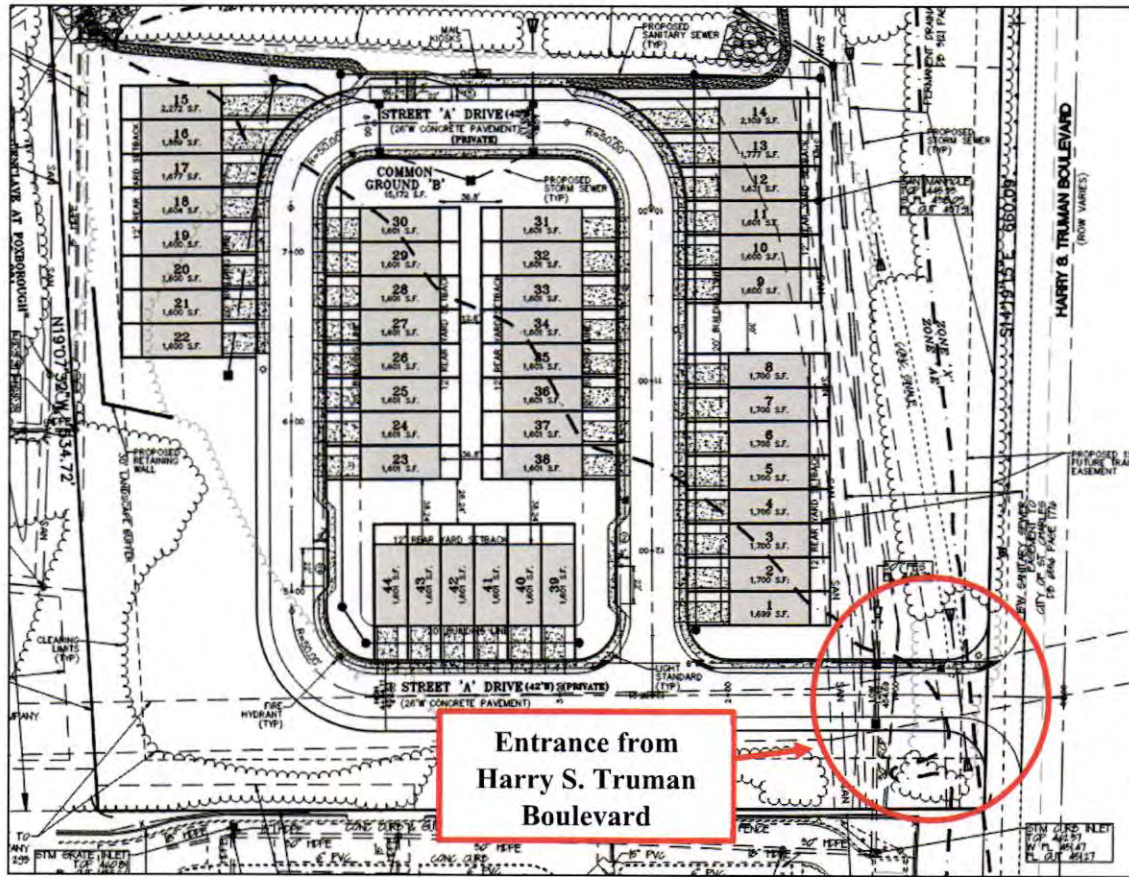


Figure 4: Proposed Access Point.

Open Space/Amenities/Landscaping

A total of 5.63 acres of common ground has been provided. The minimum amount required by code is 15% of the residential development area, or 1.275 acres. The developer will also incorporate a walking trail around the development as an added amenity for residents.

A condition of the City's PD-R Planned Development - Residential District requires that no more than half (1/2) of required open space be covered by water, flood plain, storm water detention/retention facilities or left in a natural state. A stormwater detention area is proposed at the northern portion of the site, and the required buffer area located along the perimeter of the property. The applicant has provided an exhibit detailing the proposed common ground/open space areas which is included in the packet and is compliant with Code requirements.

The submitted landscape plan depicts the required tree and bush plantings within the required landscape buffers. A total of 24 shade trees and 41 shrubs are proposed on site, in addition to the existing foliage. The location of the trees along the perimeter of the development will assist in buffering the development from adjacent residences and roadways. Additionally, a tree preservation plan will be submitted for review and compliance with Code requirements prior to approval of Improvement Plans. The City's Tree Preservation Ordinance requires either preservation or replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site. Per the submitted plan, there are 3.12 acres of existing trees with only 33% (1.03 acres) to be removed.

Buffering

This development proposal indicates that the residential density will be greater than the adjacent existing residential density to the west. Additionally, commercial uses/zoning is located to the north and east. In accordance with the PD-R Planned Development – Residential District standards, a 30 foot landscaped buffer is required along the perimeter of the development adjacent to the less dense residential area and commercial uses/zoning. The plan depicts the required buffer along the western, eastern and northern property boundary within common ground. This buffer is intended to mitigate the effect of the proposed residential development on the existing/established development. Additionally, the buffer will also help mitigate the effect of the nearby, existing commercial/industrial uses on future residents of the proposed development.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and city staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

As previously discussed within the analysis of application Z-2025-14, this property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The proposed development is in line with the surrounding development patterns and density shift south of the Norfolk Southern Rail Road. The Department of Community Development considers these rezoning requests to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with area land uses.

STAFF RECOMMENDATION

After review of the two requests (including the proposed preliminary development plan), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the rezoning requests and preliminary development plan are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these rezoning requests be forwarded to the City Council with a favorable recommendation, with the following conditions for Z-2025-15 (PD-R request):

1. The applicant shall work with City Staff to add masonry to the primary elevations of the proposed structures in a manner which is consistent with the PD purpose statement and other similar developments within the City.

Recommended Motion (Two Separate Motions):

1. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-14, as submitted by the applicant.
2. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-15, which also includes a new Preliminary Development Plan Truman Meadows, subject to the condition recommended by staff.

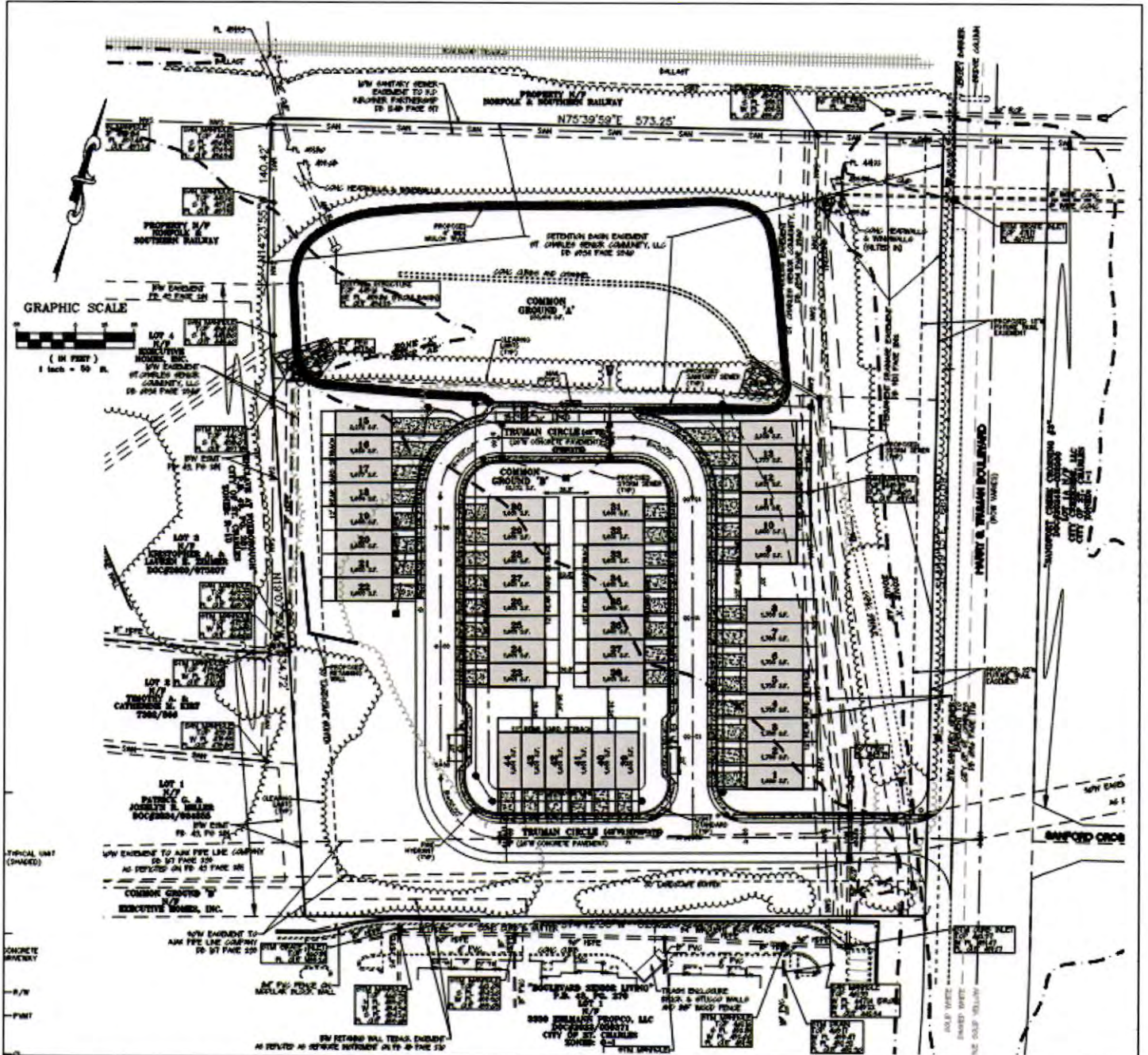


Figure 5: Submitted Site Plan.



Figure 6: Aerial view of subject property.



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

A tract of land being part of U.S. Survey 291, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a point on the West right-of-way line of Harry S. Truman Boulevard (width varies); said point being the Southeast corner of the tract herein described and the Northeast corner of Lot 1 of "Boulevard Senior Living", a subdivision according to the plat recorded in Plat Book 48, Page 270 of the St. Charles County, Missouri records; thence leaving said West right-of-way line and with the North line of aforesaid Lot 1, South 74 degrees 12 minutes 38 seconds West 528.25 feet to a point; said point being the Southeast corner of "Enclave at Foxborough", a subdivision according to the plat recorded in Plat Book 49, Page 281 of the St. Charles County, Missouri records; thence with the East line of said plat, North 19 degrees 07 minutes 32 seconds West 534.72 feet to a point being the Northeast corner of said Plat; said point also being on tract of land conveyed to Norfolk & Southern Railway, as shown on Wabash Railway right-of-way and track map, Sheet 12, dated June 30, 1919; thence with said Railway property lines, North 14 degrees 23 minutes 55 seconds West 140.42 feet to a point, thence North 75 degrees 39 minutes 59 seconds East 573.25 feet to a point on the aforesaid West right-of-way line of Harry S. Truman Boulevard; thence with the West right-of-way line, South 14 degrees 19 minutes 15 seconds East 660.09 feet to the Point of Beginning, containing 8.50 acres.

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St. Charles, MO 63301
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Bill No. 14033

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT “I-1” LIGHT INDUSTRIAL DISTRICT AN APPROXIMATE 8.50 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WESTERN SIDE OF HARRY S. TRUMAN BOULEVARD AND APPROXIMATELY 465 FEET NORTH OF EHLMANN ROAD.

Whereas, T.R. Hughes submitted an application to the Community Development Department of the City of Saint Charles, Missouri to rezone an approximate 8.50 acre tract of land along Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road (the “Land”) and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its November 10, 2025, meeting and made a favorable recommendation (8 in favor, 0 opposed, 1 abstention) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An approximate 8.50 acre tract of land generally located on the western side of Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road is rezoned from St. Charles City Zoning District “I-1” Light Industrial District to St. Charles City Zoning District “R-3A” Multiple-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14033



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/18/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

A tract of land being part of U.S. Survey 291, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a point on the West right-of-way line of Harry S. Truman Boulevard (width varies); said point being the Southeast corner of the tract herein described and the Northeast corner of Lot 1 of "Boulevard Senior Living", a subdivision according to the plat recorded in Plat Book 48, Page 270 of the St. Charles County, Missouri records; thence leaving said West right-of-way line and with the North line of aforesaid Lot 1, South 74 degrees 12 minutes 38 seconds West 528.25 feet to a point; said point being the Southeast corner of "Enclave at Foxborough", a subdivision according to the plat recorded in Plat Book 49, Page 281 of the St. Charles County, Missouri records; thence with the East line of said plat, North 19 degrees 07 minutes 32 seconds West 534.72 feet to a point being the Northeast corner of said Plat; said point also being on tract of land conveyed to Norfolk & Southern Railway, as shown on Wabash Railway right-of-way and track map, Sheet 12, dated June 30, 1919; thence with said Railway property lines, North 14 degrees 23 minutes 55 seconds West 140.42 feet to a point, thence North 75 degrees 39 minutes 59 seconds East 573.25 feet to a point on the aforesaid West right-of-way line of Harry S. Truman Boulevard; thence with the West right-of-way line, South 14 degrees 19 minutes 15 seconds East 660.09 feet to the Point of Beginning, containing 8.50 acres.

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EXHIBIT A

RCA FORM (OFFICE USE ONLY)

Bill # 14034

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2025-15. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from "R-3A" Multiple Family Residential District to "PD-R" Planned Development – Residential. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant has submitted two (2) applications for a new residential development within the City of St. Charles. The first application (Z-2025-14) is a request to rezone approximately 8.5 acres from I-1 Light Industrial District to R-3A Multiple-Family Residential District. This rezoning request is intended to establish the underlying zoning for a new residential development. The second application (Z-2025-15) is a request to rezone the same 8.5 acres from the R-3A Multiple-Family Residential District to the PD-R Planned Development – Residential District with the intent of developing 44 townhome dwelling units. Associated with this request, a Preliminary Development Plan as required by the City's Planned District standards has been submitted for review and approval. The Planning and Zoning Commission held a public hearing on this item at their November 10, 2025 meeting where the applicant spoke and there were two (2) speakers from the public. One speaker was a neighbor with general questions on the proposal and the other was in opposition due to possible noise concerns from industrial properties in the vicinity. The Commission voted 8 in favor, 0 opposed and 1 abstention to forward the application to the City Council with a favorable recommendation with subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JTB Dept. Dir. JB F. ZT Finance Dir. Qao Dir. of Admin. 4

Z-2025-15 Recommended Conditions:

1. The applicant shall apply masonry on the frontage area adjacent to the garage doors (to the heights of the garage door) on all units.



AGENDA ITEM #8 & 9

**STAFF REPORT
REZONING CASE NO. Z-2025-14 & Z-2025-15
TRUMAN MEADOWS
NEW PLANNED DEVELOPMENT**

**NOVEMBER 11, 2025
BY MADELYN P. BROWN**

APPLICANT/OWNER: T.R. Hughes Homes
239 Fox Hill Road
St. Charles, MO 63301

ADDRESS/LOCATION: Located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road (Parcel ID # 6-0015-0291-00-0008.1000000)
Ward 6

ACREAGE: 8.5 Acres

EXISTING ZONING: I-1 Light Industrial District

REQUESTED ZONING: 1st: R-3A Multiple-Family Residential District (Z-2025-14)
2nd: PD-R Planned Development-Residential District (Z-2025-15)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	I-1 Light Industrial District	Industrial
South	O-I Office Institution District	Multiple-Family Residential
East	I-1 Light Industrial District	Industrial
West	R-1E Single-Family Residential District	Single-Family Dwellings

REQUEST

The applicant has submitted two (2) applications for a new residential development within the City of St. Charles. The first application (Z-2025-14) is a request to rezone approximately 8.5 acres from I-1 Light Industrial District to R-3A Multiple-Family Residential District. This rezoning request is intended to establish the underlying zoning for a new residential development. The second application (Z-2025-15) is a request to rezone the same 8.5 acres from the R-3A Multiple-

Family Residential District to the PD-R Planned Development – Residential District with the intent of developing 44 townhome dwelling units. This report will analyze the appropriateness of both applications.

ANALYSIS OF REZONING TO R-3A (Z-2025-14)

The existing I-1 Light Industrial District uses allow for commercial/industrial uses of higher intensity; however, does not permit residential development. While the property is adjacent to industrial uses to the east (Eisen Panel Group, 3300 Panel Way) and north (Trinity Products, 3251 Harry S. Truman Blvd), the properties directly south and west are residential. Per the area zoning map below, residential zoning/uses is located within the yellow highlighted areas and is adjacent to the industrial zoning/uses in grey. The Trinity Products site at 3251 Harry S. Truman Blvd is separated from the subject property by the Norfolk Southern Railroad. Additionally, Harry S. Truman Blvd serves as a buffer between the subject property and 3300 Panel Way, whereas the nearby residential properties are located immediately adjacent to the site. Area residents have expressed concerns that additional industrial use(s) could be developed at this location under the current zoning. The proposed rezoning to a residential district would address these concerns and per staff is in the best interest of the surrounding neighborhoods and the overall area. Based on these conditions, a less intense, residential zoning and use is more favorable for this site as opposed to the existing industrial zoning.



Figure 1: Area zoning map.

The City’s Comprehensive Plan identifies fifteen (15) activity centers that evaluate proposed new land uses on the basis of their proximity to an activity center, rather than on a site-specific map. This land use philosophy bases land use decisions on the level of activity and density the proposed use can be expected to generate, its distance from the activity center, and its appropriateness to the proposed location. The subject property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The Harry S Truman corridor, which bridges the gap between the two activity centers, decreases in intensity from the north to the south. Higher intensity industrial and commercial uses are present north of the Norfolk Southern Railroad, while less intense, mixed-use commercial and residential are present to the south. Further discussion regarding the Comprehensive Plan is provided later in this report in reference to Z-2025-15.

The Department of Community Development considers this rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property and staff would be supportive of this rezoning to R-3A Multi-Family Residential District.

ANALYSIS OF THE PRELIMINARY DEVELOPMENT PLAN (Z-2025-15)

Overview

The Applicant is proposing to rezone the subject property from R-3A (Z-2025-14) to PD-R Planned Development-Residential for a new, 44 unit single-family townhome development (Truman Meadows). Associated with this request, a Preliminary Development Plan has been submitted for review. The proposal depicts the establishment of residential lots for each townhome unit, common open space, walkways, landscape buffer, storm water detention areas and interior streets.

Land Uses

Per the PD standards, uses within the R-1C, R-1D, R-1E, R-2 and R-3A are permitted associated with a PD-R Planned Development-Residential request; however, only attached single-family residences in both six (6) - and eight (8)-unit attached configurations are proposed. If approved as submitted, no other uses would be permitted without an amendment to the request. Table 1, below, following page details the typical R-3A Multi-Family Residential District standards in comparison to those requested for this PD-R Planned Development.

	R-3A District Standards	Requested PD-R
Permitted Uses	R-1, R-2, All Multi-Family Uses	Townhomes
Density	18 Units per acre	5.17 Units per acre (44 Units in total)
Front Yard Setback	25 ft	20 ft
Side Yard Setback	7 ft	0 ft
Rear Yard Setback	25 ft	12 ft
Min. Distance Between Buildings	30 ft	N/A

Max. Lot Coverage	40%	60%
Min. Lot Area	10,000 sq. ft.	1,600 sq. ft.
Min. Lot Width	75 ft	20 ft
Min. Street Frontage	25 ft	20 ft
Min. Lot Depth	125 ft	80 ft
Max. Building Height	3 stories or 45 ft	N/A

Figure 1: R-3A standards vs proposed PD standards.

The R-3A District standards view a multi-family development as one under single ownership on one large parcel, such as a typical apartment complex, or a condominium-style development where units are subdivided synonymously with the unit footprint but all ground/land is part of a common ownership entity like a Home Owner's Association (HOA). This district does not provide for the product type where the units (in this case townhomes) are not part of one large parcel but are rather subdivided into individual lots. A Planned Development can achieve this style of development, such as the townhomes in the Oakleigh Park Addition at the southeast corner of the intersection of McClay Road and Hackman Road which were approved in 2022 and were also developed by in a similar style to those proposed as part of this application.

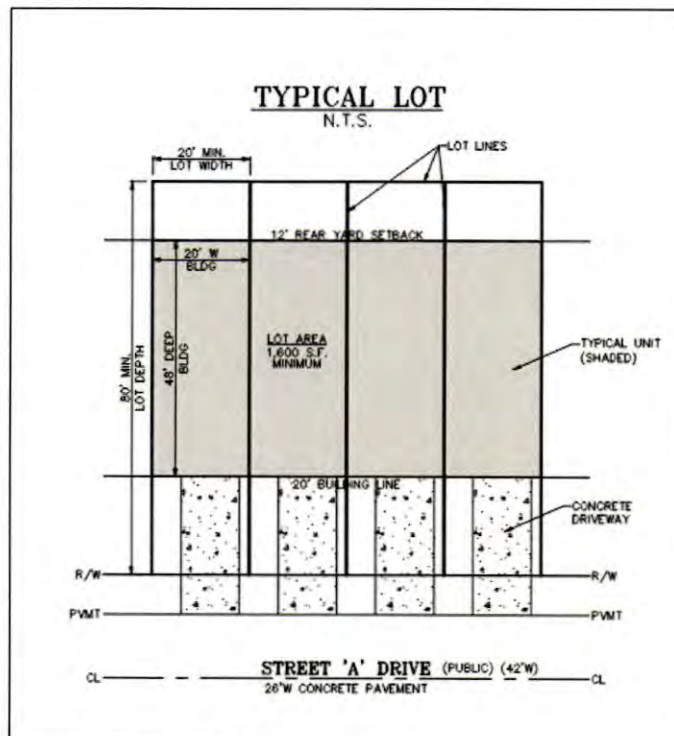


Figure 2: Typical lot detail.

Density

The PD-R zoning district regulations establish maximum densities per acre and the number of dwelling units based on the underlying district which is the proposed R-3A district. Based on the R-3A maximum density (18 units per acre), a total of 150 residential units could be permitted as part of this development. The submitted Preliminary Development Plan proposes a total of 44 units, with an overall density of 5.17 units per acre. While the proposed density is much lower than what is permitted within the R-3A district, the R-1 and R-2 districts would not permit a townhome-style development of this nature. As mentioned above, the proposed density is typical of this style of development and would be compatible as a transition from the nearby residential uses to the higher intensity commercial/industrial uses.

Architectural

The applicant has submitted elevation/façade examples for this development. Building materials include vertical and horizontal siding and architectural shingle roofs. Each unit will also have a one car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 3, on page 5.

While not required by code for single-family residential development (attached or detached), Staff would recommend some masonry be incorporated as a primary material or the street facing facade. The addition of masonry would assist in the proposed development meeting the purpose statement of PD to provide “promote a more desirable community environment”. Similar to the Oakleigh Park Addition (referenced above), which incorporates masonry as a primary building material, the inclusion of masonry elements would ensure architectural consistency with comparable developments within the City. If the Planning and Zoning Commission agrees, a condition has been proposed to by staff to reflect this recommendation. If the Commission does not believe masonry is appropriate, this condition may be removed.



Figure 3: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide private drive (Truman Circle) is proposed to access the townhome driveways, leading to the one-car garages and main entrances. The primary, and only entrance to subdivision is from the east side of the subject property, from Harry S. Truman Boulevard. The Fire Marshal has reviewed this plan and approves the proposed access. The City’s Engineering Department has also determined that a traffic study is not required or warranted. Additionally, the sight distance at the proposed access point has been reviewed and found to be compliant with City standards, as the Engineering Department has approved the design as proposed.

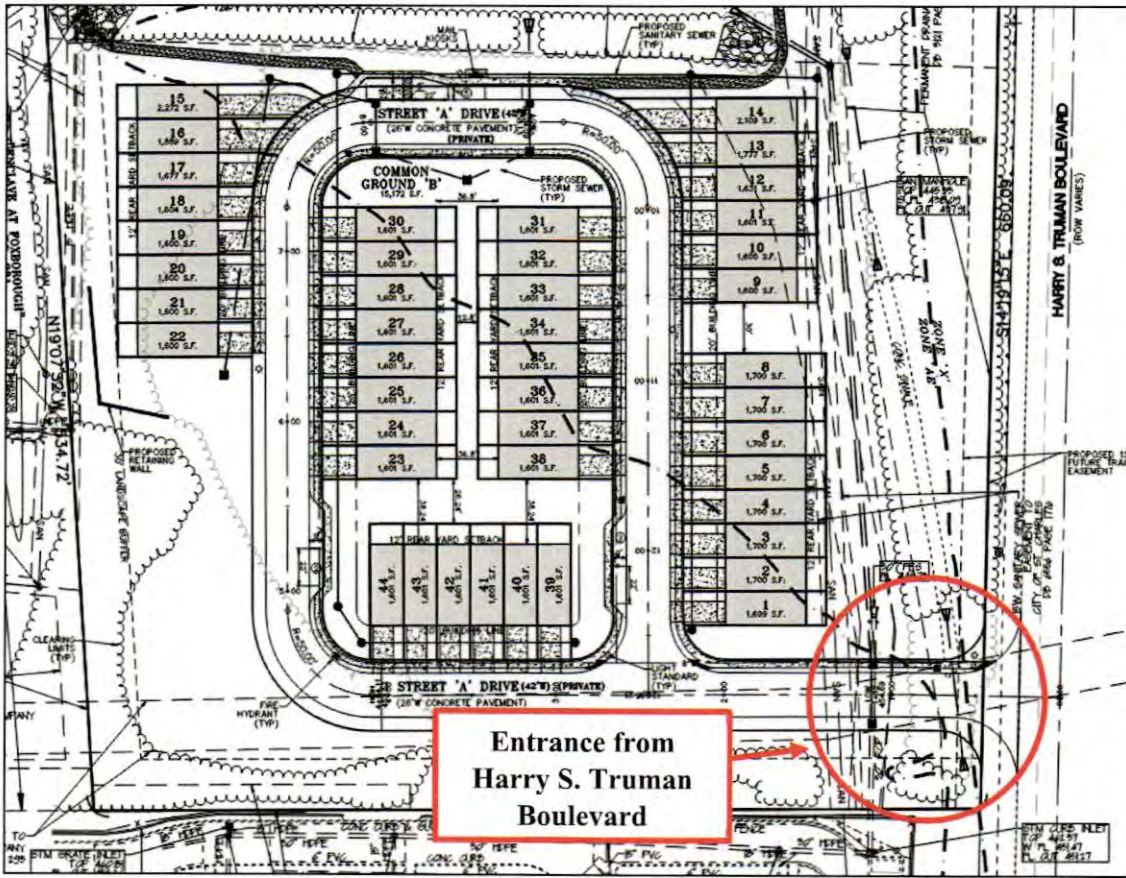


Figure 4: Proposed Access Point.

Open Space/Amenities/Landscaping

A total of 5.63 acres of common ground has been provided. The minimum amount required by code is 15% of the residential development area, or 1.275 acres. The developer will also incorporate a walking trail around the development as an added amenity for residents.

A condition of the City's PD-R Planned Development - Residential District requires that no more than half (1/2) of required open space be covered by water, flood plain, storm water detention/retention facilities or left in a natural state. A stormwater detention area is proposed at the northern portion of the site, and the required buffer area located along the perimeter of the property. The applicant has provided an exhibit detailing the proposed common ground/open space areas which is included in the packet and is compliant with Code requirements.

The submitted landscape plan depicts the required tree and bush plantings within the required landscape buffers. A total of 24 shade trees and 41 shrubs are proposed on site, in addition to the existing foliage. The location of the trees along the perimeter of the development will assist in buffering the development from adjacent residences and roadways. Additionally, a tree preservation plan will be submitted for review and compliance with Code requirements prior to approval of Improvement Plans. The City's Tree Preservation Ordinance requires either preservation or replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site. Per the submitted plan, there are 3.12 acres of existing trees with only 33% (1.03 acres) to be removed.

Buffering

This development proposal indicates that the residential density will be greater than the adjacent existing residential density to the west. Additionally, commercial uses/zoning is located to the north and east. In accordance with the PD-R Planned Development – Residential District standards, a 30 foot landscaped buffer is required along the perimeter of the development adjacent to the less dense residential area and commercial uses/zoning. The plan depicts the required buffer along the western, eastern and northern property boundary within common ground. This buffer is intended to mitigate the effect of the proposed residential development on the existing/established development. Additionally, the buffer will also help mitigate the effect of the nearby, existing commercial/industrial uses on future residents of the proposed development.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and city staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

As previously discussed within the analysis of application Z-2025-14, this property is located in-between Activity Center #4 (Cave Springs) and Activity Center #15 (370 Corridor- West). The proposed development is in line with the surrounding development patterns and density shift south of the Norfolk Southern Rail Road. The Department of Community Development considers these rezoning requests to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with area land uses.

STAFF RECOMMENDATION

After review of the two requests (including the proposed preliminary development plan), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the rezoning requests and preliminary development plan are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these rezoning requests be forwarded to the City Council with a favorable recommendation, with the following conditions for Z-2025-15 (PD-R request):

1. The applicant shall work with City Staff to add masonry to the primary elevations of the proposed structures in a manner which is consistent with the PD purpose statement and other similar developments within the City.

Recommended Motion (Two Separate Motions):

1. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-14, as submitted by the applicant.
2. Motion to forward a recommendation of approval to the City Council for the rezoning request Z-2025-15, which also includes a new Preliminary Development Plan Truman Meadows, subject to the condition recommended by staff.

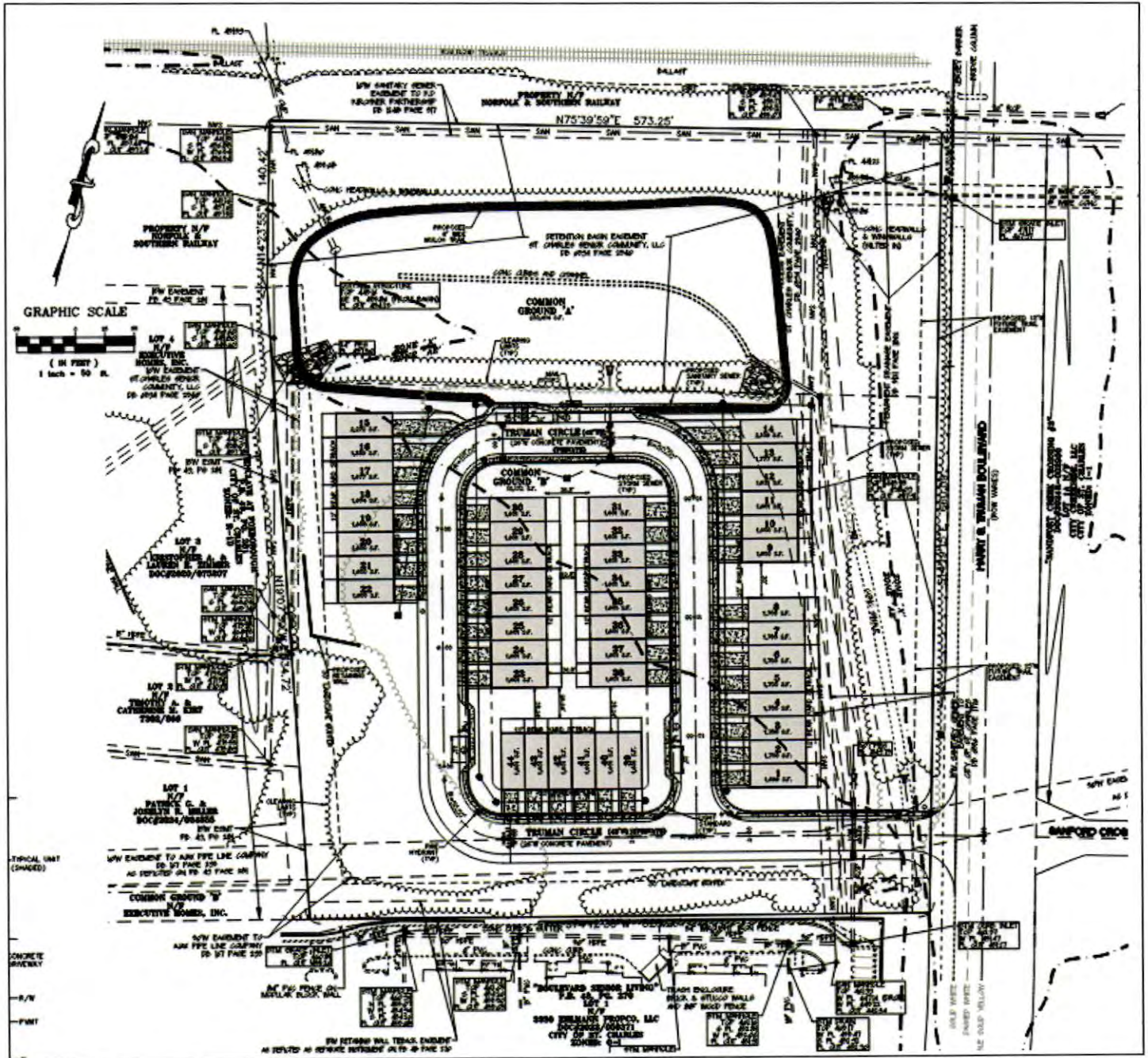


Figure 5: Submitted Site Plan.



Figure 6: Aerial view of subject property.



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

A tract of land being part of U.S. Survey 291, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a point on the West right-of-way line of Harry S. Truman Boulevard (width varies); said point being the Southeast corner of the tract herein described and the Northeast corner of Lot 1 of "Boulevard Senior Living", a subdivision according to the plat recorded in Plat Book 48, Page 270 of the St. Charles County, Missouri records; thence leaving said West right-of-way line and with the North line of aforesaid Lot 1, South 74 degrees 12 minutes 38 seconds West 528.25 feet to a point; said point being the Southeast corner of "Enclave at Foxborough", a subdivision according to the plat recorded in Plat Book 49, Page 281 of the St. Charles County, Missouri records; thence with the East line of said plat, North 19 degrees 07 minutes 32 seconds West 534.72 feet to a point being the Northeast corner of said Plat; said point also being on tract of land conveyed to Norfolk & Southern Railway, as shown on Wabash Railway right-of-way and track map, Sheet 12, dated June 30, 1919; thence with said Railway property lines, North 14 degrees 23 minutes 55 seconds West 140.42 feet to a point, thence North 75 degrees 39 minutes 59 seconds East 573.25 feet to a point on the aforesaid West right-of-way line of Harry S. Truman Boulevard; thence with the West right-of-way line, South 14 degrees 19 minutes 15 seconds East 660.09 feet to the Point of Beginning, containing 8.50 acres.

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Bill No. 14034

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “PD-R” PLANNED DEVELOPMENT – RESIDENTIAL FROM ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 8.50 ACRE TRACT OF LAND GENERALLY LOCATED ON THE WESTERN SIDE OF HARRY S. TRUMAN BOULEVARD AND APPROXIMATELY 465 FEET NORTH OF EHLMANN ROAD.

Whereas, T.R. Hughes Homes (hereinafter, the “Developer”) submitted an application to the Community Development Department of the City of Saint Charles, Missouri to: (i) rezone an approximate 8.50 acre tract of land along Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road (the “Land”) from “I-1” Light Industrial District to “R-3A” Multiple-Family Residential District, and then to rezone the Land from “R-3A” to “PD-R” Planned Development – Residential; and (ii) approve a Preliminary Development Plan for Truman Meadows, a subdivision (the “Application”); and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this Application at its November 10, 2025, meeting and made a favorable recommendation (8 in favor, 0 opposed, 1 abstention) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this Application; and

Whereas, citizens were provided an opportunity to speak on this Application at the Public Hearing.

Whereas, the Land was rezoned from “I-1” Light Industrial District to “R-3A” Multiple-Family Residential District by the City Council’s approval of Bill No. 14033, Ordinance No. 2025-____.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An approximate 8.50 acre tract of land generally located on the western side of Harry S. Truman Boulevard and approximately 465 feet north of Ehlmann Road is rezoned from St. Charles City Zoning District “R-3A” Multiple-Family Residential District to St. Charles City Zoning District “PD-R” Planned Development – Residential. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. The Preliminary Development Plan for Truman Meadows substantially the same in form and content as attached hereto and identified as Exhibit B is approved with the following condition:

The applicant (Developer) shall apply masonry on the frontage area adjacent to the garage doors (to the heights of the garage door) on all units.

SECTION 3. In the event T.R. Hughes Homes, its successor or assigns, deviate materially from the Planned Development requirements specified in Sections 400.800 through 400.900 of the Code of Ordinances of the City of Saint Charles, Missouri, or the Preliminary Development Plan and does not obtain an amendment to those requirements or Plan, then the Preliminary Development Plan and all uses, terms and conditions thereof may be declared null and void by the City and the City Council may initiate actions to rezone the land to its original or other appropriate zoning district in accordance with the procedures and requirements of Sections 400.1010 to 400.1050 of the Code of Ordinances.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/18/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

sign

10-11-12



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

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EXHIBIT A





RCA FORM (OFFICE USE ONLY)

Bill # 14035

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Mark Hollander

Description:

Case No. Z-2025-16. (Bax Engineering) An application to rezone a 0.53 acre (more or less) tract of land located at 207 Reservoir Avenue from "R-1E/EHP" Single-Family Residential District within the Extended Historic Preservation District to "HCD/EHP" Historic Commercial District within the Extended Historic Preservation District for the proposed expansion of an existing Winery, Meeting Facility, and Liquor Sales use. The property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received two (2) requests from the applicant related to the property at 207 Reservoir Avenue; a rezoning request (Z-2025-16) and a amended conditional use permit (CU-2025-25 also on this agenda). This report will address the rezoning request. Since their previous approvals (Z-2023-16 & CU-2023-32) for the initial phases of The Wine Garden renovation, the applicant has continued construction on the main facility; however, the business has not yet opened and remains under construction. Recently, Planning Staff became aware that the property owner had initiated site improvements at the adjacent property of 1219 S. Main Street, including additional paving that encroached upon the subject property which were not included on previous approval. The rezoning and CUP amendment are now requested to align the limits of the project with the improvements already initiated and to allow the required Site Plan review by the Landmarks Board, which is scheduled for November 17, 2025. The Planning and Zoning Commission held a public hearing on this item at their November 10, 2025 meeting where the applicant spoke and there were no speakers from the public. The Commission voted 9 in favor, 0 opposed to forward the application to the City Council with a favorable recommendation.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEMS #10 & 11

**STAFF REPORT
REZONING NO. Z-2025-16
CONDITIONAL USE NO. CU-2025-25**

207 RESERVOIR AVENUE

**NOVEMBER 10, 2025
BY LARA BERRY**

<i>APPLICANT/OWNER:</i>	Wine Garden, LLC John Donnelly, Mike Caples & Ryan Smith 1980 Graystone Drive St. Charles, Missouri 63303
<i>APPLICANT/ENGINEER:</i>	Bax Engineering Bryan Fortner 221 Point West Blvd. St. Charles, Missouri 63301
<i>ADDRESS/LOCATION:</i>	207 Reservoir Avenue Ward 2
<i>PROPOSED ACREAGE:</i>	2.65 acres
<i>CURRENT ZONING:</i>	R-1E/EHP Single-Family Residential District within the Extended Historic Preservation District
<i>PROPOSED ZONING:</i>	HCD/EHP Historic Commercial District within the Extended Historic Preservation District
<i>LAND USE:</i>	Expansion of Existing Meeting Facility, Winery and Liquor Sales

REQUEST

The City has received two (2) requests from the Wine Garden, LLC related to the property at 207 Reservoir Avenue:

1. A request to rezone 207 Reservoir Avenue from “R-1E” Single-Family Residential District to “HCD” Historic Commercial District. The property will remain in the “EHP” Extended Historic Preservation District.
2. An amendment to the existing Conditional Use Permit (CUP) to expand the approved meeting facility, winery, and liquor sales area to include this portion of the site.

Project History/Timeline

- April 2023: A Conditional Use Permit (CU-2023-32) was approved for The Wine Garden located at 1219 S. Main Street to operate a Meeting Facility, Winery, and to allow for Liquor Sales associated with those uses.
- December 2023: The City approved a Rezoning (Z-2023-16) of a portion of 207 Reservoir Ave. to meet required setbacks and amended the Conditional Use and create additional on-site parking, accessory to uses.
- 2024-2025: Construction continued on the primary building and terraces and the business remains closed during renovation.
- Fall 2025: Staff identifies unapproved paving and site work on 207 Reservoir Avenue and a Stop Work Order is issued; owner halted work immediately.
- November 10, 2025 (Current): Owner requested a rezoning and CUP amendment to align the expansion with their previous approvals.
- November 17, 2025 (Projected): Landmarks Board consideration of the updated Site Plan, including design and corrections to the previously installed improvements.

REZONING ANALYSIS

207 Reservoir Avenue is currently zoned “R-1E/EHP” Single-Family Residential within the Extended Historic Preservation District. The applicant requests rezoning to “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District, consistent with the existing use on the adjoining parcel associated with The Wine Garden. The rezoning would allow the subject property to be formally incorporated into the site and reviewed under the HCD zoning standards applicable to the broader project area.

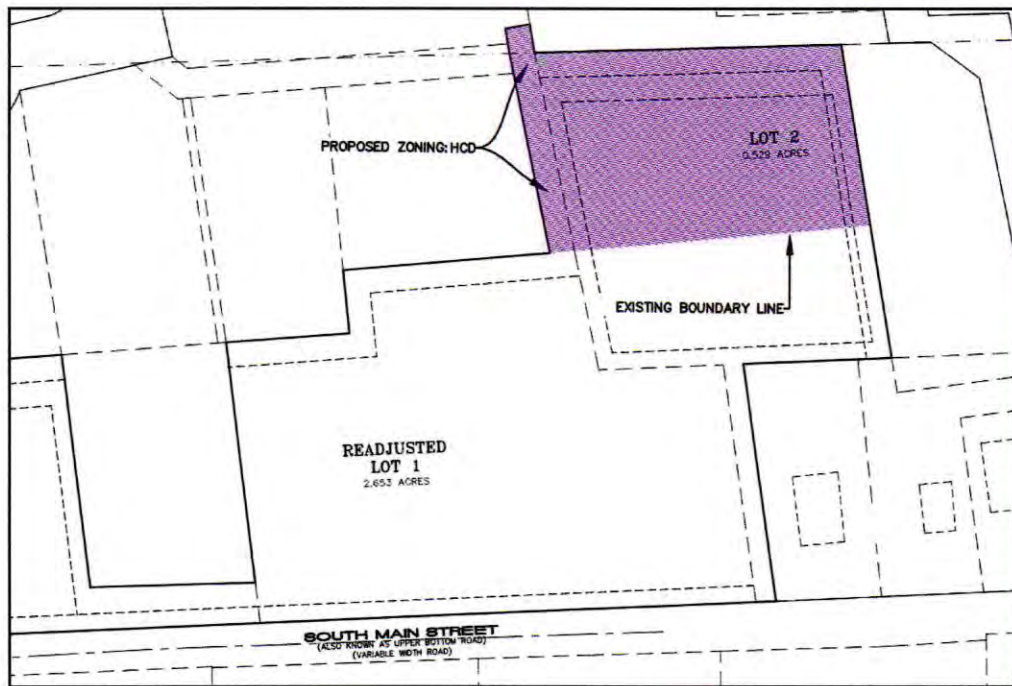


Figure 2: Illustration of the proposed rezoning.

The proposed rezoning will not introduce new buildings at this time; rather, it legalizes the extended boundary of the operational area while preserving the remaining portion of the site as open space. The current proposal retains the entire area west of the retaining wall as undeveloped open space functioning as a buffer between the commercial use and the adjacent residential properties to the west. This area exceeds the minimum required fifteen (15) foot greenbelt buffer established by City Code (by approximately 75 feet) and will include landscaping and screening elements consistent with Code and Landmarks guidelines.

While this application and the proposed Site Plan (currently under review for the November 17, 2025 Landmarks Board meeting) **does not** include any additional buildings, the applicant is still considering this for a future Phase 3. **However, any further requests regarding the expansion for Phase 3 (the planned buffer area associated with this proposal) would require additional review by the Landmarks Board and potentially the Planning and Zoning Commission/City Council.**

Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either continuous visual screening from landscaping or a sight-proof fence. As depicted in Figure 3 below, there is an existing privacy fence along the property line, installed by the adjacent properties. The applicant is proposing additional plantings for this hillside to provide additional screening.



Figure 3: Existing conditions of the subject property.

As noted, the remaining area west of the retaining wall will serve as a buffer in lieu of the previously contemplated Phase 2 structure. Any future desire to develop this remaining land would require its own review by both the Landmarks Board and the Planning & Zoning Commission/City Council.

Staff believes the rezoning is appropriate given the established commercial use pattern of the corridor, the extensive buffering from residential properties, and the integration of this parcel into the previously approved project scope.

CONDITIONAL USE ANALYSIS

City Code requires a Conditional Use Permit for meeting facilities, wineries, and any use requiring a liquor license. The applicant's original Conditional Use was approved in 2023 but applied only to the footprint and use area under consideration, at that time. Because the project's limits have expanded, the approval is sought to be amended to ensure that the use remains consistent with all conditions originally established.

The requested amendment does not propose additional buildings and does not alter the operational characteristics of the approved uses. Instead, the extension of the use area simply reflects the inclusion of additional land into the functional site after the applicant expanded improvements beyond the prior approvals. The business plan remains materially consistent with the approved operational limits, hours, and performance standards.

Based on the materials submitted and the site context, Staff finds the expansion of the Conditional Use to be compatible with the surrounding area and consistent with the intent of the 2023 approval.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

This property is located within Activity Center #6 (Historic Downtown). The proposed Rezoning and Conditional Use maintain the planned land-use relationships within the activity center and ensure compatibility through the preservation of a generous buffer to protect the residential properties to the west. Staff finds the proposal consistent with the Comprehensive Plan policies regarding compatible transitions between commercial activity and residential areas and compatible with its broader surroundings and neighboring uses along the Main Street corridor.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic

if not located and/or conditioned properly. The current Ordinance states that a Meeting Facility, Winery or any use which requires a Liquor License can be acceptable with conditions. Staff believes the proposal as submitted for these uses and with limited times of day is in line with the spirit and intent of the ordinance

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

Based upon a review of the proposal, this business, if conditioned and operated properly should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city.

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

Staff believes a meeting facility and with liquor sales with limited hours can be compatible within its commercial and residential surroundings and should not produce negative effects to neighboring properties or the neighborhood. Staff believes this use if conditioned properly can operate in a manner that is consistent with the area.

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

Staff believes this property and use can be adequately served by facilities, utilities, and service. Based on the information provided above and if conditioned appropriately, staff does not believe there is information indicating this use would be a burden on services.

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

After review of the proposal as submitted, and the above standards for evaluating Conditional Uses, staff believes the proposed use and conditions proposed would prevent any potential adverse impacts on the adjacent residential properties due to the extensive buffer area and limited hours of operation. The public benefits (renovation of a historic commercial space, tourism activity, and investment in the Main Street corridor) outweigh any potential impacts when conditioned appropriately.

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

STAFF RECOMMENDATION

Since this report provides analysis and recommendation on the Rezoning and Conditional Uses, two (2) separate recommendations and motions have been provided:

Rezoning (Z-2025-16)

After review of the rezoning requests, the City's Zoning Ordinance, Comprehensive Plan (located within Activity Center #6), and the surrounding development patterns, staff believes the requested rezoning is appropriate and is compatible with the location. The Department of Community Development recommends that the rezoning request be forwarded to the City Council with a **favorable** recommendation.

Conditional Use Permit (CU-2025-25)

Staff believes this expansion of the previously approved conditional use can operate in conformance with City requirements, is compatible with surrounding land uses, complies with the Comprehensive Plan of the City of St. Charles, and remains consistent with the intent of the 2023 approval.

Staff recommends **approval** of the proposed expansion of the conditional use for a liquor sales associated with a meeting facility and winery, subject to the following conditions:

1. By approving this Conditional Use Permit, the previous approval (CU-2023-32) becomes null and void, unless that zoning request (Z-2025-16) is not approved, then the previous Conditional Use shall remain in affect
2. This Conditional Use Permit is contingent upon the approval of rezoning request Z-2025-16. If Z-2025-16 is not approved, this Conditional Use Shall become null and void.
3. The applicant shall complete a Boundary Adjustment Plat for the consolidation of 207 Reservoir Avenue and 1219 S. Main Street.
4. This Conditional Use Permit for liquor sales associated with a winery and meeting facility is issued to the applicants (John Donnelly, Mike Caples & Ryan Smith) and business (Wine Garden LLC) only subject property as described in the submittal and is not transferable to another location and/or applicant/tenant/business.
5. Approval of this Conditional Use Permit is not approval of a liquor license.
6. Liquor sales shall not occur independently of the primary business uses and shall only be accessory to the operation of the winery and meeting facility.
7. The hours of operation are Monday – Tuesday for private parties only and Wednesday – Sunday from 11:00am – 11:00pm for public use and all other events.
8. This use is limited to the description provided by the applicant (attached) and the description found in the staff report. Any change to the submitted proposal, including but not limited to live music, expansion of the outdoor space, reduction in kitchen/food service hours, reduction in menu, etc. may require additional City review and approval.
9. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
10. Non-compliance with other building codes, property maintenance codes, fire codes, liquor license codes, or conditions of this approval is grounds for revocation of the conditional

use approval.

Recommended Motions:

1. Motion to forward the rezoning request Z-2025-16 to the City Council with a favorable recommendation.
2. Motion to forward the amended Conditional Use Permit application CU-2025-25 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 4: Aerial Photo of the Subject Sites.

Bill No. 14035

Ordinance No. _____

Sponsor: Mark Hollander

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "HCD/EHP" HISTORIC COMMERCIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT "R-1E/EHP" SINGLE-FAMILY RESIDENTIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT A 0.53 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 207 RESERVOIR AVENUE.

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

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its November 10, 2025 meeting and made a favorable recommendation (9 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 0.53 acre (more or less) tract of land located at 207 Reservoir Avenue is rezoned from St. Charles City Zoning District "R-1E/EHP" Single-Family Residential District within the Extended Historic Preservation District to St. Charles City Zoning District "HCD/EHP" Historic Commercial District within the Extended Historic Preservation District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14035



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/18/2025
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

Legal Description

Lot 2 of HALLS SUB BDRY ADJ OF ADJ LOT 1 & LOT 1 BLK 1 OF EVANS SURVEY

RCA FORM (OFFICE USE ONLY)

Bill # 14036

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Bart Haberstroh

Description:

AN ORDINANCE AMENDING ORD #24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #11).

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 eleventh 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. Gao Finance Dir. Gao Dir. of Admin. W

Bill No. 14036

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 #11)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as follows:

SECTION 1. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
209-199-199-413800	SALES TAX PILOT	\$250,000.00	

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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 3. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
100-180-181-769091	FEES CHARGED	\$55,000.00	
514-500-531-769091	FEES CHARGED	\$78,000.00	
515-500-571-769091	FEES CHARGED	\$78,000.00	
516-500-552-769091	FEES CHARGED	\$2,000.00	
514-500-535-873199	OTHER IMPROVEMENTS	\$51,217.00	24PWSWW006
603-199-199-751103	RETIREE CLAIMS	\$100,000.00	
207-190-259-761002	COMPUTER SUPPLIES	\$20,000.00	
209-900-909-769004	PAYMENT TO TAXING DIST.	\$250,000.00	

SECTION 4. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 5. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 6. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
603-199-199-321001	RETIREE HEALTH FUND	\$100,000.00	
207-199-199-321001	CDBG FUND BALANCE	\$20,000.00	
516-199-199-321001	PARKING FUND BALANCE	\$2,000.00	
515-199-199-321001	SEWER FUND BALANCE	\$78,000.00	
100-199-199-321001	GENERAL FUND BALANCE	\$55,000.00	
514-199-199-321001	WATER FUND BALANCE	\$129,217.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 11/20/2025
Holly Magdziarz, City Attorney Date

City Clerk



December 2, 2025

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2025 Budget
Budget Amendment# 11

The following budget amendment summary is presented for your consideration.

FEES CHARGED

- Beginning this year, we decided to absorb the credit card processing fee rather than passing the fee expense to the customer. Since this was the first year with this expense, we underbudgeted for this amount. We are requesting the following for the corresponding fund balance:
 - Increase in General Fund fee charged \$55,000.00
 - Increase in Water Fund fee charged \$78,000.00
 - Increase in Sewer Fund fee charged \$78,000.00
 - Increase in Parking Fund fee charged \$2,000.00

INSURANCE

- Retiree Claims have been higher this year than expected. We are requesting the use of Retiree Fund Balance in the amount of \$100,000.00 to cover the overages.

TIF PAYMENTS

- The payments made to other taxing districts for the Noah's Ark TIF will be approximately \$250,000.00 higher than expected. These payments are based on Sales Tax received. We are requesting an increase in Other Taxing District Expense with a corresponding increase in Sales Tax PILOTS revenue in the amount of \$250,000.00.

CDBG SOFTWARE

- The Community Development Department would like to use \$20,000.00 in CDBG Fund Balance to purchase new software.

ELM POINT WATER TREATMENT PLANT

- The Public Works Department would like to use \$51,217.00 in Water Fund Balance to complete the work for the Elm Point Water Treatment Plant Filter Rehabilitation project. We are requesting an increase of \$51,217.00 other improvement expense.

RCA FORM (OFFICE USE ONLY)

Bill # 14037

MEETING/DATE: 12/2/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 8

Sponsor(s): GALBA

Description:

An Ordinance for a Cooperative Agreement for Landscape Maintenance with Fountain Lakes Commerce Center Lot Owners Association, Inc., a Missouri nonprofit corporation and the City of Saint Charles.

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

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

Summary:

The Elm & 370 Interchange Enhancement Project (sign and landscape project) was constructed in conjunction with the Missouri Highways and Transportation Commission (MHTC), located within the four quadrants of the interchange that is currently owned by the MHTC.

As part of the project, the Fountain Lakes Commerce Center Lot Owners Association agreed to assume the City's maintenance interests for the improvements as outlined in Ordinance 18-035.

The current agreement is set to expire December 31, 2025, the attached "Cooperative Agreement for Landscape Maintenance" is to continue the maintenance agreement through December 31, 2030.

The City will provide water for irrigation of the interchange and maintenance of the sign improvements, the Fountain Lakes Commerce Center Lot Owners Association will provide electrical usage and landscape maintenance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: N/A

RCA prepared by: JG/GC Dept. Dir. om Finance Dir. gaw Dir. of Admin. g

Bill No. 14037

Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR LANDSCAPE MAINTENANCE BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE FOUNTAIN LAKES COMMERCE CENTER LOT OWNERS ASSOCIATION, INC., A MISSOURI NONPROFIT CORPORATION.

Whereas, the City of St. Charles, Missouri and the Fountain Lakes Commerce Center Lot Owners Association, Inc. (the "FLCCLOA") entered into an agreement to cooperate in the planning and maintenance of certain roadside landscape improvements within the four quadrants of the Elm Street and Highway 370 Interchange; and

Whereas, the said agreement expires pursuant to its terms on December 31, 2025, and the City and the FLCCLOA desire to continue the maintenance agreement through December 31, 2030; and

Whereas, the provisions of Sections 70.210 to 70.320 of the Revised Statutes of Missouri allows for the City to cooperate with a private person, firm, association or corporation for a common service.

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

SECTION 1. A Cooperative Agreement for Landscape Maintenance between the City of St. Charles, Missouri and the Fountain Lakes Commerce Center Lot Owners Association, Inc., a Missouri nonprofit corporation (the "Agreement"), is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziaz 11/13/2025

Holly Magdziaz, City Attorney Date

Kimberly Hudson, City Clerk

**COOPERATIVE AGREEMENT
FOR LANDSCAPE MAINTENANCE**

This Cooperative Agreement For Landscape Maintenance (hereinafter, "Agreement") is effective on the final date of signature set forth below (the "Effective Date") by and between the City of Saint Charles, Missouri, a constitutional charter city and a political subdivision of the State of Missouri (hereinafter, the "City") and Fountain Lakes Commerce Center Lot Owners Association, Inc., a Missouri nonprofit corporation (hereinafter, "Fountain Lakes"), (hereinafter, collectively the "Parties").

RECITALS

WHEREAS, Ordinance No. 2018-035 of the City of St. Charles, Missouri, approved a Growing Together Agreement with the Missouri Highways and Transportation Commission ((hereinafter, "MHTC")), pursuant to which City would have the authority to beautify, plant and maintain approximately 8.7 acres within the four quadrants of the State of Missouri Department of Transportation (hereinafter, "MoDOT") owned Elm Street & Highway 370 Interchange (hereinafter, the "Interchange") adjacent to the Fountain Lakes Commerce Center; and

WHEREAS, the City and Fountain Lakes desire to cooperate in the planning and maintenance of roadside beautification improvements (hereinafter "Landscape Improvements") which include standard vegetation, a Native Prairie area, an irrigation system, water service and dedicated and independently metered electric service within the Interchange as part of the Elm Street & Highway 370 Interchange Enhancement Project (hereinafter, the "Project"); and

WHEREAS, pursuant to the provisions of Sections 70.210 to 70.320 of the Revised Statutes of Missouri and the Code of Ordinances of the City, the Parties desire to cooperate with respect to the Project all in compliance with State law, City ordinances and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants, promises and representations contained herein, the parties agree as follows:

1. CITY'S RESPONSIBILITIES: City's responsibilities pursuant to this Agreement are as follows:

- A. City shall provide detailed plans (hereinafter, the "Plans") for existing Landscape Improvements in the Interchange and provide the Plans to Fountain Lakes for review. The purpose of Fountain Lakes' review of the Plans is for Fountain Lakes to make reasonable determination that the annual cost to Fountain Lakes to maintain the Landscape Improvements shall not exceed Thirty-Five Thousand Dollars (\$35,000); execution of this contract by Fountain Lakes shall be confirmation that a determination has been made by Fountain Lakes that its annual maintenance cost will not exceed \$35,000. Nothing herein shall be construed to obligate the City to compensate Fountain Lakes for actual maintenance costs incurred by Fountain Lakes in excess of \$35,000.
- B. City shall provide water for irrigation of all Landscape Improvements throughout the term of this Agreement.
- C. City shall provide maintenance and repair of the lighting system, retaining wall, including lettering, drainage system, grading, erosion, and any items beyond landscape maintenance.
- D. City shall provide payment of costs for the preparation of plans and construction of future capital improvements to the landscape areas.

2. FOUNTAIN LAKES RESPONSIBILITIES: Fountain Lake's responsibilities under this Agreement are as follows:

- A. Fountain Lakes shall maintain the established electric service in its name and directly pay the electric company the cost of all electricity used within the area of the Landscape Improvements in the Interchange for the term of the Agreement.
- B. Fountain Lakes shall provide all mowing and maintenance of the non-Native Prairie component of the Landscape Improvements in the Intersection which shall remain the responsibility of Fountain Lakes and shall be undertaken by Fountain Lakes at Fountain Lakes' sole cost and expense.
- C. Fountain Lakes shall continue to assume sole maintenance responsibility for the Native Prairie component of the Landscape Improvements.
- D. Fountain Lakes will submit any material (substantial) changes for amendments to the non-Native Prairie and Native Prairie component landscape plans to the City for review and approval.

3. INDEMNIFICATION:

- A. Fountain Lakes shall release, indemnify, defend and hold harmless City, its elected and appointed officials, and employees from and against any and all claims, liabilities, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs and attorneys' fees) awarded by any competent jurisdiction, for any claim arising out of or caused by its employees', agents', or other representatives' negligence or misconduct.
- B. To the extent permitted by law, City shall release, indemnify, defend and hold

harmless Fountain Lakes, its directors, officers, affiliates, employees and agents from and against any and all claims, liabilities, cost damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to, in whole or in part, City's performance under this Agreement.

4. NO OWNERSHIP INTEREST: The improvements installed by the City within the Interchange shall not alter the ownership by MHTC of any part of the Interchange, and all future alterations, modifications, or maintenance thereof, will be the responsibility of either Fountain Lakes or the City. Fountain Lakes specifically acknowledges and agrees that by maintaining Landscape Improvements in the Interchange, Fountain Lakes obtains no interest in the ownership of the Interchange. The City shall not be obligated to keep the Landscape Improvements in place if the City, in its sole discretion, determines that removal or modification of its Landscape Improvements in the Interchange is necessary or otherwise in the best interest of the City's roadway system or if MHTC determines that the removal or modification of the Landscape Improvements in the Interchange is necessary or otherwise in the best interest of MHTC's roadway system. In the event the City decides to remove the Landscape Improvements, the City shall bear the costs related to or arising from the removal and Fountain Lakes shall not be entitled to a refund of the funds expended by Fountain Lakes pursuant to this Agreement. Removal of the Landscape Improvements pursuant to this Section by City or MHTC shall result in the termination of this Agreement and Fountain Lakes shall have no further responsibilities under this Agreement except those set forth in

Section 3 of this Agreement which shall survive termination of this Agreement.

5. SAFETY: Fountain Lakes, its agents or employees, or Fountain Lakes contractors shall use appropriate work zone safety. Work Zone traffic management shall be in accordance with applicable portions of the Manual on Uniform Traffic Control Devices (MUTCD).
6. AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Fountain Lakes and the City.
7. ASSIGNMENT: Fountain Lakes shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.
8. TERM & CANCELLATION:
 - A. This agreement shall be effective on the Effective Date and shall continue up to and including December 31, 2030. In the event the parties fail to appropriately document an extension, and Parties continue to provide services hereunder, the term of this Agreement shall be deemed to be automatically extended on a day-to-day basis until terminated by either party upon thirty (30) days prior written notice if the termination is without cause, or if the termination is with cause, then as provided by the applicable time frame set forth in the Agreement.
 - B. Failure by Fountain Lakes to maintain any improvements and enhancements in an acceptable manner may result in the removal of the Landscape Improvements or termination of this Agreement. The decision to remove the improvements or to terminate this Agreement is within the sole discretion of the City.

- C. Either Fountain Lakes or City may cancel this Agreement at any time for a material breach of contractual obligations by providing the other party with thirty (30) days prior written notice of cancellation. Should either party exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the other party.
- D. In the event MoDOT chooses to terminate or cancel its agreement with the City, improvements may be removed and this agreement terminated without notice or compensation.
9. LAWS OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. Fountain Lakes shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
10. VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the 11th Judicial Circuit Court of St. Charles County.
11. SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
12. NO THIRD PARTY BENEFICIARIES. This Agreement constitutes a contract solely between the City and Fountain Lakes. No third party has any beneficial interest in or derived from this Agreement. Nothing in this Agreement shall be deemed to create or give rise to any

right of action in, or any liability to, any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by any of the Parties hereto to comply with the terms of this Agreement. Noting herein shall be construed to give any rights or benefits to anyone other than the City and Fountain Lakes.

13. AUTHORITY TO EXECUTE: Each signatory of this Agreement warrants that he/she is acting officially and under proper authority of their respective institutions and has been duly authorized, directed, and empowered to execute this Agreement. This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

14. NOTICE: Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to Fountain Lakes:	Fountain Lakes Lot Owners' Association
	Attn: Robert Millstone, President
	PO Box 16070
	St. Louis, MO 63105
	Email: millstone@millstoneca.com

If to City:

City of Saint Charles, Missouri

Attn: Director of Engineering

200 North 2nd Street

St. Charles, MO 63301

Email: dan.mann@stcharlescitymo.gov


[Remainder of page blank - signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

**CITY OF SAINT CHARLES,
MISSOURI**

**FOUNTAIN LAKES COMMERCE
CENTER LOT OWNERS ASSOCIATION,
INC.**

Daniel J. Borgmeyer, Mayor Date



Robert Millstone, President 11/18/2025
Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

 11/18/2025

Holly Magdziarz, City Attorney Date



RCA FORM (OFFICE USE ONLY)
MEETING/DATE: December 2, 2025
Regular() Special() Work Session()
ATTACHMENT: YES() NO()
Report() Resolution() Ordinance()

Bill # 14038

Request for Council Action

Ward: ALL

Sponsor: **Mark Hollander**
Sponsor: **Justin Foust**

Description: An Ordinance authorizing an Intergovernmental Cooperation Agreement between the City of St. Charles and St. Charles County Department of Corrections

- *****
- **Contract Extension/Renewal:** Yes() No()
 - **Information Paper Attached:** Yes() No()
- *****

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

Summary:
The St. Charles County Department of Corrections agrees to furnish and provide housing for prisoners of the St. Charles City Municipal Court. The holding charges are \$50.00 per day not including doctor expense if outside the facility, if needed. The contract amount is not to exceed \$2,500.00

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: Not to exceed \$2,500.00
Account #: 001-070-017-761-032
Project #: N/A

RCA prepared by: UB Dept. Dir. NB Finance Dir. gao Dir. of Admin. g

Bill No. 14038

Ordinance No. _____

Sponsor: Mark Hollander, Justin Foust

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND ST. CHARLES COUNTY DEPARTMENT OF CORRECTIONS TO FURNISH, DELIVER AND PROVIDE HOUSING FOR PRISONERS OF THE ST. CHARLES CITY MUNICIPAL COURT IN AN AMOUNT NOT TO EXCEED \$2,500.00.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Cooperation Agreement between the City of St. Charles and St. Charles County Department of Corrections to furnish, deliver and provide housing for prisoners of the St. Charles City Municipal Court in an amount not to exceed \$2,500.00 is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziaz 11/20/25
Holly Magdziaz, City Attorney Date

Kimberly Hudson, City Clerk

Bill No. 14038

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 11-21-25
Jennifer O'Connor, Director of Finance Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ST.
CHARLES AND ST. CHARLES COUNTY DEPARTMENT OF CORRECTIONS**

This AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND ST. CHARLES COUNTY DEPARTMENT OF CORRECTIONS (hereinafter, the “Agreement”) is entered into as of the date last signed below by and between the City of St. Charles, Missouri (hereinafter, the “City”) whose address is 200 North Second Street, St. Charles, Missouri 63301 and the St. Charles County Department of Corrections (hereinafter “St. Charles County”) whose address is 301 North Second Street, Missouri 63301.

WHEREAS, the City desires to enter into an agreement for the housing of prisoners committed by the City’s Municipal Court;

WHEREAS, St. Charles County operates an Adult Detention Facility capable of housing such prisoners and is willing to accept individuals committed by the City’s Municipal Court;

WHEREAS, the St. Charles County Director of Corrections has the authority, pursuant to Section 125.035, OSCCMo., to enter into agreements of this nature; and

WHEREAS, St. Charles County and the City wish to enter into this agreement in order to collaborate and coordinate the housing and custody of prisoners committed by the City’s Municipal Court.

IT IS AGREED AS FOLLOWS:

1. **Housing of Prisoners.** St. Charles County shall provide secure housing, care, and custody for prisoners of the Saint Charles City Municipal Court in accordance with the proposal letter attached hereto as Exhibit A and incorporated herein by this reference.
2. **Compensation and Payment.** City shall pay St. Charles County an amount not to exceed \$2,500.00 for the services described in Exhibit A and shall further be responsible for any additional medical expenses on behalf of any City prisoner that are not included in Exhibit A. Payments shall be made on a monthly basis, upon receipt of an invoice from St. Charles County detailing the services rendered during the preceding month.
3. **Appropriation of Funds.** Notwithstanding other terms to the contrary, the obligation of the City under this Contract shall cease immediately for a fiscal year in which the City does not, for any reason, appropriate funds for this Contract.
4. **Modification.** This Agreement may be modified in writing at any time by the mutual

consent of both St. Charles County and the City.

5. **Term.** This Agreement shall become effective on the date it is last signed by the authorized representatives of St. Charles County and the City, as indicated below, or January 1, 2026, whichever is later. It shall remain in effect until December 31, 2026 unless earlier terminated in accordance with the provisions of this Agreement.

6. **Renewal.** This Agreement may be renewed for an additional one (1) year term in the following manner: prior to the expiration of the initial term, the City may issue an Invitation to Bid form to St. Charles County for continuation of the services described herein. St. Charles County's completion and return of the Invitation to Bid form to the City shall constitute St. Charles County's acceptance of renewal under the same terms and conditions, unless otherwise modified by a duly executed amendment in accordance with Section 4 above.

7. **Termination.** Either party may terminate this agreement for convenience by providing the other party with thirty (30) days' written notice of termination. In the event of such termination, the City shall pay St. Charles County for services properly rendered up to the effective date of termination.

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

**CITY OF SAINT CHARLES,
MISSOURI**

**ST. CHARLES COUNTY
DEPARTMENT OF CORRECTIONS**

Daniel J. Borgmeyer, Mayor Date

Daniel Keen, Corrections Director Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz 11/24/2025
Holly Magdziarz, City Attorney Date



**CITY OF ST. CHARLES, MISSOURI
MUNICIPAL COURT
1781 Zumbahl Road
St. Charles, Missouri 63303
(636) 949-3378**

INVITATION TO BID

Prisoner Services for Year 2026

The St. Charles City Municipal Court may need to house prisoners off site and invites you to bid on a contract.

In compliance with this Invitation to Bid, the undersigned offers and agrees to furnish, deliver, and provide housing for prisoners for the St. Charles City Municipal Division of the Circuit Court of St. Charles County, Missouri as per the below specifications and pricing:

1. Holding charge per day: \$ _____
2. Doctor expenses per visit (if needed): \$ _____
3. Pickup and return of prisoner (if needed): \$ _____
4. Indicate whether: () City or () County

ST. CHARLES COUNTY DEPARTMENT OF CORRECTIONS

Daniel Keen
Corrections Director
636-949-3003 ext. 4407
St. Charles County
Department of Corrections
301 North Second Street
St. Charles, Missouri 63301

Please email to: miranda.scott@stcharlescitymo.gov

EXHIBIT A

(RCA FORM (OFFICE USE ONLY))

Bill # 14039

MEETING/DATE: 12-2-2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Michael Galba and Mark Hollander

Description:

AN ORDINANCE REPEALING ORDINANCE NO. 2024-159 AND ENACTING NEW 2026 BUDGETED POSITIONS, AND RECLASSIFYING VARIOUS BUDGETED POSITIONS, AND FURTHER RE-ADOPTING POSITIONS, PAY GRADES, SALARY RANGES AND OTHER COMPENSATION FOR EMPLOYEES, AND PROVIDING FOR AN EFFECTIVE DATE.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Each year salary ranges are reviewed for all organizational positions. At that time, grades may need to be adjusted due to internal compression, cost performance index, and external bench marketing. These adjustments ensure that compensation remains equitable, competitive within the market, and aligned with organizational budgeting and performance standards.

Changes to the following positions

Building Inspector	From grade 59 to grade 60
Senior GIS Coordinator	New title created no new headcount
CDBG Urban County Administrator/Service Mgr.	New title job consolidation no new headcount
Assistant CDBG Administrator	New title created no new headcount
Building Commissioner	From grade 64 to grade 67
Fire Marshal	From grade 67 to 69
Assistant Fire Marshal	Position reclassification
Assistant Director of Community Development/Planning Manager	From grade 67 to grade 68
Director of Public Safety	New title created no new headcount
Senior Shelter Technician	New title created no headcount
Director of Communications & Marketing	New title and position
Director of Tourism	New title created no new headcount
Assistant Director of Tourism	New title created no new headcount
Assistant Director of Special Events & Promotions	New title created no new headcount
Director of Special Events & Promotions	New title created no new headcount
Communications Manager & Marketing	New title and position
Construction Building Inspector	New title job consolidation
Assistant Director of Technology & Innovation	New title job consolidation no new headcount

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

Fiscal Impact: _____ **Select One** _____

Account #: _____

Project #:

RCA prepared by: SAF Dept. Dir. SAS Finance Dir. Jao Dir. of Admin. JH for MD

Sponsor: Michael Galba, Mark Hollander

AN ORDINANCE REPEALING ORDINANCE NO. 2024-159 AND ENACTING NEW 2026 BUDGETED POSITIONS, AND RECLASSIFYING VARIOUS BUDGETED POSITIONS, AND FURTHER RE-ADOPTING POSITIONS, PAY GRADES, SALARY RANGES AND OTHER COMPENSATION FOR EMPLOYEES, AND PROVIDING FOR AN EFFECTIVE DATE.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Ordinance No. 2024-159 is repealed in its entirety.

SECTION 2. Non-Management Level Performance Based Compensation Program.

A. Non-management level employees, as identified on Exhibit A (hereinafter, for purposes of this section shall be referred to as a “Non-management Employee”), shall be compensated based on performance as set forth in this section.

B. Subject to annual appropriation, a Non-management Employee shall be eligible for a performance based compensation increase equal to the percentage increase as approved in the annual operating budget for the fiscal year; provided, during the previous calendar year the employee: (1) has not received any discipline resulting in a loss of pay; and (2) whose performance has met expectations as documented by a score of at least 3.0 or equivalent satisfactory rating on the annual performance evaluation form.

C. In no event shall an annual salary increase result in an employee’s base salary exceeding the maximum salary range as set forth in Exhibit A.

D. The annual compensation increase, if any, shall be effective the first full pay period in the month of April. An employee hired after September 15 is not eligible to receive an annual salary increase in April of the following year.

E. This annual salary increase should in no way be considered a cost-of-living or across-the-board salary increase, but is a merit Pay-For-Performance salary adjustment that is granted to an individual employee based solely on the level of that employee’s performance.

F. The Mayor is granted the continuing authority to determine or reclassify which employees are Non-management Employees for purposes of this section and make salary adjustments to address compression or other organizational issues.

SECTION 3. Management Level Performance Based Compensation Program.

A. Management Level Employees, as identified on Exhibit A (hereinafter, for purposes of this section shall be referred to as a "Management Employee"), shall be compensated based on performance as set forth in this section.

B. Subject to annual appropriation, a Management Employee shall be eligible for a performance based compensation increase from zero percent (0%) to four percent (4%) determined by the evaluation score received by the employee on the annual performance evaluation form. The evaluation score and the corresponding annual percentage increase in compensation are set forth below:

<u>Evaluation Score</u>	<u>Annual Percentage Increase</u>
4.50 to 5.0	4.00%
4.29 to 4.49	3.50%
4.08 to 4.28	3.00%
3.87 to 4.07	2.50%
3.66 to 3.86	2.00%
3.51 to 3.65	1.50%
3.00 to 3.50	1.00%
2.99 to 0	Performance Improvement Plan

C. In no event shall an annual salary increase result in an employee's base salary exceeding the maximum salary range as set forth in Exhibit A.

D. The annual compensation increase, if any, shall be effective the first full pay period in the month of April of any given year. An employee hired after September 15 is not eligible to receive an annual salary increase in April of the following year.

E. This section does not apply to any employee who has an employment contract to the extent the contract conflicts with this section.

F. This annual salary increase should in no way be considered a cost-of-living or across-the-board salary increase, but is a merit Pay-For-Performance salary adjustment that is granted to an individual employee based solely on the level of that employee's performance.

G. The Mayor is granted the continuing authority to determine or reclassify which employees are Management Employees for purposes of this section and make salary adjustments to address compression or other organizational issues.

SECTION 4. Employees with the following position titles and job assignments shall receive an annual uniform allowance of \$1,500.00 that shall be paid quarterly: Police Chief; Police Major; Police Captain and Police Lieutenants that are assigned to

For Exhibit A: Underlined text is inserted. Struck through text is deleted.

Investigative Services, Office of Professional Responsibility, and Operational Support Bureau or are working special assignments; Fire Chief; Deputy Fire Chief; Battalion Chief; and Fire Marshal.

SECTION 5. The position of Transitional Employee is established. The Mayor is authorized to appoint persons as transitional employees to staff existing filled positions that are soon to be vacated by retiring or resigning employees in order to facilitate the position transition process and to staff vacant positions while accrued leave or compensation is paid out. The transitional employee shall be paid within the salary range of the vacant or soon to be vacant position.

SECTION 6. Employees represented by the St. Charles Police Officers Association, International Association of Firefighters Local 757, International Brotherhood of Operating Engineers Local 148 or the Fraternal Order of Police Lodge 15 shall be compensated based solely upon their respective labor agreement.

SECTION 7. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

SECTION 8. This ordinance shall be in full force and effect on January 1, 2026.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 11/24/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

EXHIBIT A – EFFECTIVE 1/2026
Management level employees are identified with §

Position Title	FLSA	Pay Grade	Range Minimum	Range Maximum
<u>Administrative Associate IV</u>	N	55	\$54,039.78	\$75,655.69
<u>Administrative Associate IV-Prosecutorial Clerk</u>	N	55	\$54,039.78	\$75,655.69
<u>Administrative Associate Manager §</u>	E	62	\$82,000.51	\$114,800.71
<u>Administrative Associate V</u>	N	56	\$56,741.77	\$79,438.47
<u>Administrative Associate V-Deputy City Clerk</u>	N	56	\$56,741.77	\$79,438.47
<u>Animal Services Manager</u>	E	62	\$82,000.51	\$114,800.71
<u>Animal Shelter Supervisor</u>	E	61	\$75,133.32	\$105,186.65
<u>Asset Management Analyst</u>	E	60	\$70,218.05	\$98,305.28
<u>Assistant CDBG Administrator</u>	E	58	\$62,557.79	\$87,580.90
<u>Assistant City Administrator§</u>	E	78	\$185,953.21	\$260,334.48
<u>Assistant City Attorney §</u>	E	73	\$145,699.20	\$203,978.88
<u>Assistant City Clerk</u>	E	61	\$76,635.98	\$107,290.38
<u>Assistant Director of Community Development / Planning Manager §</u>	E	68	\$114,159.14	\$159,822.79
<u>Assistant Director of Engineering §</u>	E	68	\$114,159.14	\$159,822.79
<u>Assistant Director of Finance §</u>	E	67	\$110,897.45	\$155,256.43
<u>Assistant Director of Human Resources §</u>	E	67	\$110,897.45	\$155,256.43
<u>Assistant Director of Public Works §</u>	E	70	\$125,860.45	\$176,204.62
<u>Assistant Director of Special Events & Promotions §</u>	E	67	\$110,897.45	\$155,256.43
<u>Assistant Director of Technology & Innovation§</u>	E	67	\$110,897.45	\$155,256.43
<u>Assistant Director of Tourism §</u>	E	67	\$110,897.45	\$155,256.43
<u>Assistant Fire Marshal</u>	E	68	\$114,159.14	\$159,822.79
<u>Associate City Attorney</u>	E	70	\$125,860.45	\$176,204.62
<u>Audit & Accounting Manager §</u>	E	63	\$87,740.54	\$122,836.76
<u>Battalion Fire Chief §</u>	E	70	\$125,860.45	\$176,204.62
<u>Billing & Collections Manager §</u>	E	62	\$82,000.51	\$114,800.71
<u>Building Commissioner §</u>	E	67	\$110,897.45	\$155,256.43
<u>Building Inspector</u>	N	60	\$71,622.41	\$100,271.38
<u>Business Development Specialist</u>	E	60	\$71,622.41	\$100,271.38
<u>Business Services Associate</u>	N	56	\$56,741.77	\$79,438.47
<u>Business Services Coordinator/CVB</u>	E	55	\$54,039.78	\$75,655.69

EXHIBIT A – EFFECTIVE 1/2026
Management level employees are identified with §

CDBG Code Enforcement Officer	N	57	\$59,578.84	\$83,410.38
CDBG Urban County Administrator/ Service Manager §	E	62	\$82,000.51	\$114,800.71
Cemetery Foreman	N	56	\$56,741.77	\$79,438.47
City Attorney §	E	77	\$177,098.30	\$247,937.61
City Clerk §	E	71	\$132,153.47	\$185,014.86
Code Enforcement Manager §	E	64	\$93,882.38	\$131,435.33
Code Enforcement Officer	N	57	\$59,578.84	\$83,410.38
Communications Manager§	E	63	\$87,740.54	\$122,836.76
Communications Specialist	E	58	\$62,557.79	\$87,580.90
Communications Supervisor	E	59	\$66,936.84	\$93,711.57
Community Relations Liaison	E	59	\$65,624.35	\$91,874.08
Construction Building Inspector	E	61	\$76,635.98	\$107,290.38
Construction Inspector I	N	58	\$62,557.79	\$87,580.90
Construction Inspector II	N	59	\$66,936.84	\$93,711.57
Content Creator	E	57	\$59,578.84	\$83,410.38
Court Administrator §	E	61	\$76,635.98	\$107,290.38
Court Clerk I	N	53	\$47,654.12	\$66,715.77
Court Clerk II	N	54	\$50,036.83	\$70,051.56
Court Clerk III	N	55	\$54,039.78	\$75,655.69
CVB Communications Associate	N	53	\$46,719.72	\$65,407.61
CVB Communications Specialist	E	58	\$61,331.17	\$85,863.63
CVB Sales Coordinator	N	53	\$47,654.12	\$66,715.77
Deputy Court Administrator	E	58	\$62,557.79	\$87,580.90
Deputy Fire Chief §	E	72	\$138,761.14	\$194,265.61
Desktop Support Specialist	E	58	\$62,557.79	\$87,580.90
Digital Media Specialist	N	57	\$58,410.63	\$81,774.37
Director of Administration / City Administrator §	E	81	\$219,159.52	\$306,854.38
Director of Communications & Marketing§	E	72	\$138,761.14	\$194,265.61
Director of Community Development §	E	73	\$145,699.20	\$203,978.88
Director of Economic Development §	E	71	\$132,153.47	\$185,014.86
Director of Engineering §	E	74	\$152,984.16	\$214,177.82
Director of Finance §	E	74	\$152,984.16	\$214,177.82
Director of Human Resources §	E	73	\$145,699.20	\$203,978.88

EXHIBIT A – EFFECTIVE 1/2026
Management level employees are identified with §

Director of Parks & Recreation §	E	73	\$145,699.20	\$203,978.88
Director of Public Safety§	E	78	\$185,953.21	\$260,334.48
Director of Public Works §	E	74	\$152,984.16	\$214,177.82
Director of Special Events & Promotions§	E	71	\$132,153.47	\$185,014.86
Director of Technology & Innovation §	E	74	\$152,984.16	\$214,177.82
Director of Tourism §	E	72	\$138,761.14	\$194,265.61
Economic Development Associate	E	60	\$71,622.41	\$100,271.38
Engineer I	E	61	\$76,635.98	\$107,290.38
Engineer II	E	62	\$82,000.51	\$114,800.71
Engineer III	E	63	\$87,740.54	\$122,836.76
Engineering Technician I	N	57	\$59,578.84	\$83,410.38
Engineering Technician II	E	61	\$76,635.98	\$107,290.38
Executive Assistant I	N	57	\$59,578.84	\$83,410.38
Executive Assistant II	N	58	\$62,557.79	\$87,580.90
Facilities Superintendent §	E	66	\$105,616.62	\$147,863.26
Finance Technician I	N	50	\$40,970.32	\$57,358.46
Finance Technician II	N	54	\$50,036.83	\$70,051.56
Finance Technician III	N	55	\$54,039.78	\$75,655.69
Financial Analyst	N	59	\$66,936.84	\$93,711.57
Fire Chief §	E	76	\$168,665.04	\$236,131.06
Fire Marshal §	E	69	\$119,867.10	\$167,813.93
Fleet Maintenance Supervisor	E	63	\$87,740.54	\$122,836.76
Foundry Exhibitions Coordinator	E	54	\$50,036.83	\$70,051.56
Foundry Facilities Coordinator	E	54	\$50,036.83	\$70,051.56
Foundry Program Coordinator	E	54	\$50,036.83	\$70,051.56
Foundry Special Events Specialist	N	55	\$54,039.78	\$75,655.69
Foundry Supervisor	E	59	\$66,936.84	\$93,711.57
GIS Coordinator	N	60	\$71,622.41	\$100,271.38
GIS Crime Specialist	E	61	\$76,635.98	\$107,290.38
GIS Manager §	E	63	\$87,740.54	\$122,836.76
Governmental Relations Coordinator	E	61	\$75,133.32	\$105,186.65
Grant Writer	E	60	\$71,622.41	\$100,271.38
Graphic Designer	E	57	\$59,578.84	\$83,410.38
Group Sales Manager §	E	62	\$82,000.51	\$114,800.71
Group Sales Supervisor	E	59	\$66,936.84	\$93,711.57

EXHIBIT A – EFFECTIVE 1/2026
Management level employees are identified with §

<u>Help Desk Specialist</u>	E	57	\$59,578.84	\$83,410.38
<u>Human Resource Generalist</u>	E	59	\$66,936.84	\$93,711.57
<u>Human Resource Manager §</u>	E	64	\$93,882.38	\$131,435.33
<u>Lead Court Clerk</u>	N	56	\$56,741.77	\$79,438.47
<u>Lieutenant §</u>	E	69	\$119,867.10	\$167,813.93
<u>Media Producer</u>	E	59	\$66,936.84	\$93,711.57
<u>Media Production Assistant</u>	N	54	\$50,036.83	\$70,051.56
<u>Operations Supervisor</u>	E	59	\$66,936.84	\$93,711.57
<u>Paralegal/Executive Assistant</u>	E	58	\$61,331.17	\$85,863.63
<u>PART-TIME Associates</u>	N	50	\$19.70	\$27.58
<u>Planner</u>	E	60	\$71,622.41	\$100,271.38
<u>Planning Manager §</u>	E	62	\$82,000.51	\$114,800.71
<u>Planning Technician</u>	N	55	\$54,039.78	\$75,655.69
<u>Plans Examiner</u>	N	60	\$71,622.41	\$100,271.38
<u>Police Captain §</u>	E	71	\$132,153.47	\$185,014.86
<u>Police Chief §</u>	E	77	\$177,098.30	\$247,937.61
<u>Police Major §</u>	E	73	\$145,699.20	\$203,978.88
<u>Preservation Planner</u>	E	60	\$71,622.41	\$100,271.38
<u>Project Manager</u>	E	64	\$93,882.38	\$131,435.33
<u>PSO - Prisoner Processing Supervisor</u>	E	62	\$82,000.51	\$114,800.71
<u>PSO – Records Supervisor</u>	E	62	\$82,000.51	\$114,800.71
<u>PSO Communications Supervisor</u>	E	62	\$82,000.51	\$114,800.71
<u>PT-Administrative Assistant</u>	N	42	\$15.99	\$27.95
<u>PT-Clean Team Workers</u>	N	41	\$13.86	\$28.78
<u>PT-CVB Employees</u>	N	40	\$13.86	\$28.78
<u>PT-CVB Seasonal Event Workers</u>	N	41	\$13.86	\$28.78
<u>PT-Police Services Officer-I</u>	N	CBA	-	-
<u>PT-Police Services Officer-II</u>	N	CBA	-	-
<u>Purchasing Manager §</u>	E	62	\$82,000.51	\$114,800.71
<u>PW Communications Specialist</u>	E	58	\$61,331.17	\$85,863.63
<u>Right of Way Specialist</u>	E	61	\$76,635.98	\$107,290.38
<u>Risk & Safety Manager</u>	E	64	\$93,882.38	\$131,435.33
<u>Sanitary Lateral Insurance Specialist</u>	N	58	\$62,557.79	\$87,580.90
<u>Senior Administrative Associate</u>	E	57	\$59,578.84	\$83,410.38

EXHIBIT A – EFFECTIVE 1/2026
Management level employees are identified with §

Senior Building Inspector	E	60	\$71,622.41	\$100,271.38
Senior Code Enforcement	E	59	\$66,936.84	\$93,711.57
Senior Construction Inspector	E	61	\$76,635.98	\$107,290.38
Senior Financial Analyst	E	62	\$82,000.51	\$114,800.71
Senior GIS Coordinator	E	61	\$76,635.98	\$107,290.38
Senior Human Resource Generalist	E	61	\$76,635.98	\$107,290.38
Senior Management Assistant	E	60	\$71,622.41	\$100,271.38
Senior Planner	E	60	\$71,622.41	\$100,271.38
Senior Shelter Technician	N	58	\$62,557.79	\$87,580.90
Senior Systems Engineer	E	62	\$82,000.51	\$114,800.71
Sewer Maintenance Supervisor	E	63	\$87,740.54	\$122,836.76
Shelter Technician	N	56	\$56,741.77	\$79,438.47
Social Media Specialist	N	57	\$59,578.84	\$83,410.38
Special Events Coordinator	E	55	\$54,039.78	\$75,655.69
Special Events Producer	E	59	\$66,936.84	\$93,711.57
Street Maintenance Supervisor	E	63	\$87,740.54	\$122,836.76
Street Superintendent §	E	66	\$105,616.62	\$147,863.26
Systems Engineer	E	61	\$76,635.98	\$107,290.38
Utilities Superintendent §	E	66	\$105,616.62	\$147,863.26
Utilities Supervisor	E	63	\$87,740.54	\$122,836.76
Utility Locator	N	56	\$56,741.77	\$79,438.47
Visitor Experience Specialist	E	58	\$62,557.79	\$87,580.90
Warrant Officer	N	56	\$56,741.77	\$79,438.47
Water Distribution Supervisor	E	63	\$87,740.54	\$122,836.76

An employee classified as part-time will receive an increase every 2 years, provided they have worked 1000 hours in the 12 consecutive months preceding their anniversary date, unless otherwise approved by the Department Director, Director of Administration and the Mayor to receive the budgeted increase early.

Where a full-time position equivalent to part-time position exists, the Department Director, upon approval of the Director of Administration, may elect to pay the part-time employee from the full-time position hourly rates.

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RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 12/02/2025

Regular (X) Special () Work Session ()

ATTACHMENT: YES () NO (X)

Application

Request for Council Action

Description: Appointment to Board of Adjustment

Summary:

Appointment of Ward Silver to fill the vacant Alternate Member position on the Board of Adjustment, recently vacated by Andrew Andrejewski who submitted his resignation effective November 10, 2025.

Current Board Membership:

- Keith Whittemore (term expires January, 2030)
- Latonya Grotegeers (term expires January, 2029)
- Maureen Rogers-Bouxsein (term expires January, 2028)
- Marita Malone (term expires January, 2027)
- Richard Alferman (term expires January, 2026)
- ~~Brian Andrzejewski, Alternate~~
- Robert Kneemiller, Alternate
- Don Garrison, Alternate

Form of Motion:

I move to approve the appointment of Ward Silver, who is replacing Alternate Member Brian Andrzejewski, who submitted his resignation.

By: Kimberly Hudson, City Clerk

Date: 11/25/2025